



REQUEST FOR QUOTATION

INVESTMENT ADVISORY SERVICES

RFQ 187 /2017

CLOSING DATE: 3pm Wednesday 21st June 2017

CAMDEN COUNCIL
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PO BOX 183, Camden 2570
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VOLUME 1

RFQ Conditions and Forms

**INTRODUCTION VOLUME 1
SECTION 1
INTRODUCTION**

Camden Council invites quotations from suitably qualified organisations to act as an independent investment advisor for Council's investment portfolio.

Camden is one of the fastest growing Councils in NSW and is recognised as one of only seven Sydney metropolitan Councils to be deemed "fit for the future" by IPART and the Office of Local Government.

Council's investment portfolio continues to grow and is now over \$100 million. The Council mainly invests in term deposits, taking a conservative approach to investing public money, with the security of public money being its highest priority, followed by the best possible return on investment.

This request for quotation is for a contract period of 5 years with the first 12 months being a performance period, after which an extension of 4 more years will be offered. Council is also willing to enter into a month by month arrangement.

Council's current investment advisor is CPG Research and Advisory Services Pty Ltd.

**VOLUME 1
SECTION 2
KEY CONDITIONS OF QUOTATION**

Name of Quote	Investment Advisory services
RFQ Number	Q187/ 2017
Closing Date	Wednesday 21st June 2017
Closing Time	3:00pm AEST
Contact Person	All enquiries relating to this quotation should be directed to the contact person as follows: Anita Winter 0246 54 777 quotes@camden.nsw.gov.au
Lodging a Quote	Quotations must be lodged with Council by the closing date and time and in accordance with the standard conditions of RFQ by the following method: Via e-tendering portal at www.tenders.nsw.gov.au TITLE: Investment Advisory Services
Quotation Documents	The documents that comprise this request for quotation include: 1. Key & Standard Conditions of Quotation 2. General Conditions of Contract 3. Scope of Services/Consultants Brief 4. Attachments
General Conditions of Contract	The general conditions of contract for this quotation are: Council's Terms of Engagement.
Number of Copies	Submit one original of the quotation and attachments, signed as required.

**VOLUME 1
SECTION 3
STANDARD CONDITIONS OF QUOTATION**

1. REQUEST FOR QUOTATION

This request for quotation ("RFQ") consists of the documents identified in the key conditions of quotation. Where there is any doubt as to meaning of this RFQ, the rules governing the interpretation of Contract law will apply to resolve the ambiguity.

The Council may from time to time issue an addendum to amend, alter or clarify the form and contents of the RFQ. The addenda will be issued prior to the closing date and upon issue, will form part of the RFQ. Bidders must acknowledge receipt of the addenda when submitting the quote.

To the extent there is any inconsistency between the RFQ and addenda, the addenda will prevail. Where more than one addendum is issued, the latest addendum will prevail.

2. QUOTATION PROCEDURE

2.1 Bidders Briefing

Council may offer briefings to bidders from time to time. At the briefing Council's representative will discuss, answer or clarify any issues raised by a bidder in relation to any requirements in the request for quote. Council is not obliged to answer any questions prior to the briefing.

2.2 Information and Enquiries

Where a bidder has any doubt as to the meaning of any aspect of the RFQ, it is the responsibility of the bidder to make enquiries about and clarify matters with Council's Contact Person. All enquiries regarding the RFQ should be referred in writing to the Council's Contact Person.

2.3 Site Visits

Bidders may inspect the site (if applicable) through prior arrangement with Council's Contact Officer.

2.4 Discrepancies, Errors and Omissions

Bidders must carefully and thoroughly consider and check the RFQ and are requested to notify Council's Contact Person in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in the RFQ. Council shall not be liable for any such error, ambiguity, discrepancy, inconsistency or omission.

2.5 Bidder to Rely on Own Enquiries

In submitting a quotation, bidders will be deemed to have:

- (a) Examined information relevant to the risks, contingencies, and other circumstances having an effect on the quote and which is obtainable by the making of enquiries or visiting the site;

- (b) Satisfied themselves as to the correctness and sufficiency of their quote submission and that their quote covers the cost of complying with the obligations of the quotation documents, the requirements of the relevant Authorities and of matters and things necessary for the due and proper performance and completion of the work described in the quotation documents; and
- (c) Examined any reports, or other information which, not being part of the quotation documents, are nevertheless available to the bidder submitting a quote.

Council will not be liable for any representations or warranties made or purportedly made by Council's representative, Council's agents or any other person or company on Council's behalf, whether in the request for quote, the briefing (if any) or otherwise.

2.6 Bidder Not to Solicit Council Personnel

Bidders (or any representative of a bidder) must not at any time prior to Council making a final decision to accept a quote, interview or attempt to interview or to discuss or to attempt to discuss with Council members, employees, authorised representatives other than Council's Contact Officer in accordance with the request for quote, any matter in relation to a quote or any other quote submitted in response to the request for quote. Council reserves the right to reject any quote submitted by a bidder which contravenes this condition.

3. COMPLETION OF QUOTATION

Unless indicated otherwise in the RFQ, a bidder must complete all parts of the quotation forms and submit an offer to carry out the work in accordance with the RFQ.

Bidders must submit a quote by completing and signing the quotation form as follows:

- (a) If the bidder is a corporation, in accordance with section 127 of the *Corporations Act 2001*.
- (b) If the bidder is an individual, by the person submitting the quote and a witness.
- (c) If the bidder is an unincorporated joint venture or partnership (including a business or trade name), each member of the joint venture or partnership must sign the quotation form in the manner set out in conditions 3(a) and (b).

4. CONFORMING AND ALTERNATIVE QUOTES

Bidders may also submit an alternative non-conforming quotation. Any alternative non-conforming quotation must satisfy the objectives of Council in the RFQ.

5. EXTENSION OF TIME

Council may, in its absolute discretion, extend the closing date for the submission of quotations. Bidders may also request Council to extend the closing date for the submission of quotations by written application to Council's Contact Officer. Any such request must be received by Council's Contact Officer at least five (5) business days prior to the closing date, and must provide sufficient reasons to support the request.

6. LODGEMENT OF QUOTATION

Quotations must be lodged with Council by the closing date and time and in accordance with the standard conditions of RFQ by the following method:

Via e-tendering portal at www.tenders.nsw.gov.au

Quotes sent and received by Council after the closing date will be deemed to have been received **before** the closing date only if the quote would have been able to have been received by Council by the closing time on the closing date in the usual course of business.

Any other quotes\ received by Council after the closing date will not, unless the *Local Government (General) Regulation* provides otherwise, be considered by Council.

All quotes lodged will become the property of Council and on no account will they be returned to the bidder.

7. QUOTATION VALIDITY PERIOD

Any quote will be an irrevocable offer by the bidder to carry out the work subject to the terms and conditions set out in the RFQ. The offer will remain open for acceptance by Council for a period of 120 days from the closing date.

8. COUNCIL'S RIGHTS

Without limiting its rights at law or otherwise, Council reserves the right in its absolute discretion at any time to do one or any combination of the following:

- (a) Evaluate quotes as Council sees appropriate in the context of its requirement for the works;
- (b) Cease to proceed with the process outlined in this request for quote or any subsequent process;
- (c) Accept all or part of a quote;
- (d) Reject any quote; or
- (e) Accept an alternate quote.

Council is not bound to accept the lowest or any quote.

9. ASSESSMENT CRITERIA

Quotations will be assessed according to the following criteria:

- Experience in providing investment advisory services including policy advice
- Local Government references
- Qualifications of personnel providing the actual service to Camden Council
- Demonstration of being an independent service
- Value of quote and pricing structure
- Demonstrated capacity to provide services and knowledge of Local Government Legislative requirements
- Timeliness of advice and support

- Methodology used during engagement

You may be required to attend a Council workshop as part of finalizing the assessment and selection process.

Evaluation Panel

The evaluation panel for the assessment of EOI's will include:

- Chief Financial Officer
- Team Leader Revenue
- Investment Officer

10. ADDITIONAL INFORMATION

Without in any way limiting the *Local Government (General) Regulations 2005*, Council may require further information from bidders for the purposes of clarification or explanation of their quote. This includes holding interviews with some or all bidders, including any personnel nominated by the bidder in the quote.

11. ACCEPTANCE OF QUOTATION

If the Council accepts a quotation it will issue a letter of acceptance to the successful bidder. Following the issue of the letter of acceptance Council and the successful bidder must enter into an agreement for the provision of the services.

Lodgement of a quote will itself be an acknowledgement and representation by the bidder that it agrees to comply with the terms and conditions of this RFQ in its entirety. The bidder must clearly highlight any clauses in the RFQ with which it does not wish to comply.

12. CONFIDENTIALITY

Information provided in this RFQ or imparted to any bidder as part of the quotation process is confidential to Council and shall not be used by the bidder for any other purpose, or distributed to, or shared with any other person or organisation.

Information supplied by a bidder will not be treated as commercially sensitive or confidential unless specifically requested by the bidder. Information received by Council may be subject to disclosure to the public under the *Government Information (Public Access) Act 2009* unless it has been provided in confidence, relates to commercially sensitive information and falls within an exemption from disclosure under that Act.

VOLUME 2

General Conditions of Contract

TERMS OF ENGAGEMENT

DEFINITIONS:

Except where the context otherwise requires:

Approvals	means certificates, licences, consents, permits, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government, or by a <i>Legislative Requirement</i> .
Business Day	means calendar day but excludes public holidays as defined by the governing law of this Contract and weekends;
Deliverables	means those documents and things required under this Contract to be handed over to the Council by the Consultant;
Direction	means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the Council.
Documents	includes information stored by electronic and other means;
Fee	means the money payable under this Contract for the performance of the Services as adjusted in accordance with this Contract (excluding disbursements).
Force Majeure	<p>means an event or circumstance which:</p> <ul style="list-style-type: none">(a) Is beyond the reasonable control of either party;(b) Is not caused by either party;(c) Can occur with or without human intervention; and(d) Was not reasonably foreseeable by the parties at the time of entering into this Contract, <p>the consequences of which could not have been reasonably prevented by the party affected.</p>
GST	means the tax payable on a taxable supply under <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any related legislation.
Intellectual Property Right	means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property;
Legislative Requirements	means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the services, and any instruments made under such legislation or subordinate legislation;
Variation	means a change to the services whether or not it is a change to the scope.

INTERPRETATION:

In this Contract, except where the context otherwise requires:

- (a) "Person" includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) "Includes" is not a word of limitation;
- (c) A reference to *Legislative Requirements* includes all amendments, re-enactments and replacements to *Legislative Requirements*;
- (d) If a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and
- (e) Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

To the extent permitted by law, if either party consists of one or more persons, this Contract binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally and this Contract must be read and construed accordingly.

Headings and guidance notes are provided for information or convenience and do not form part of this Contract.

1. SCOPE OF COMMISSION

- 1.1 The Consultant will promptly perform the Brief described in the Schedules to this engagement.
- 1.2 The Consultant, exercising skill, care and diligence to the standard of care required in clause 2, has examined the scope and agrees that the services will be suitable, appropriate and adequate for the purpose stated in the scope, except to the extent that, prior to commencement of work on the deliverables:
 - (a) The Consultant notified the client in writing of any ambiguity, error, omission, discrepancy, insufficiency or inconsistency in the scope which would prevent the services from being suitable, appropriate and adequate for the purpose stated and its proposed solution; and
 - (b) The Council has not amended the scope to the extent necessary, if any all, to address the concern notified above.
- 1.3 After commencement of work on the Deliverables, the Consultant must promptly notify the Council if and to the extent the Consultant becomes aware that any client information contains an ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the Consultant to perform the services.
- 1.4 If the Consultant gives notice under clause 1.3, the Council must either:
 - (a) Direct an appropriate amendment to the scope; or
 - (b) Direct the Consultant to proceed notwithstanding its advice.
- 1.5 The Consultant is entitled to an adjustment to the Fee and/or time for performing the services in relation to a Direction under clause 1.4:
 - (a) Where the Consultant has given notice under clause 1.3; and
 - (b) It was not reasonably practicable for the Consultant to identify any ambiguity, error, omission, discrepancy, insufficiency or inconsistency necessitating amendment to the scope prior to commencement of work on the Deliverables.

2. STANDARD OF CARE AND PERFORMANCE

The Consultant will:

- (a) Perform the services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the services, or such higher standard as the Consultant has represented in writing;
- (b) Comply with all legislative requirements and necessary approvals in respect of the performance of the work, including any work health and safety requirements; and
- (c) Ensure that the deliverables (and any item represented in those deliverables) are fit for purpose.

3. DIRECTIONS

The Council may give Directions to the Consultant at any time.

A Direction may be given orally by the Council except where this Contract otherwise provides.

The Council must give the Consultant Directions necessary for the performance of the services in a timely manner.

The Consultant must comply with all Directions given under this Contract.

If the Consultant in writing requests the Council to confirm an oral Direction, the Consultant is not bound to comply with the Direction until the Council confirms it in writing.

4. PAYMENT

The basis for payment to the Consultant is set out in the Schedule.

The Consultant acknowledges that the fee is inclusive of all professional costs and associated disbursements, including all travel to site meetings, drawing production and reproduction costs, which are reasonably necessary to fulfil the Brief. The reimbursable expenses (if any) are set out in the Schedule and will be paid in accordance with that Schedule.

The Consultant must claim payment in writing at the times stated in the Schedule, or if no times are stated, by the last Business Day of each month. If no time is stated, only one payment claim may be made each month.

The payment claim must:

- (a) In respect of the services:
 - (i) Identify the services to which the payment claim relates;
 - (ii) Separately identify each variation;
 - (iii) Separately identify any other claim for payment under this Contract including a payment stated in the Schedule; and
 - (iv) Set out the amount of the Fee claimed, and how that amount was determined.
- (b) In respect of disbursements:
 - (i) Identify each disbursement claimed;
 - (ii) State the amount of the disbursement claimed; and
 - (iii) Be accompanied by relevant invoices and receipts for payment.
- (c) Be in the form of a valid tax invoice.

The Council must either:

- (a) Pay the whole amount claimed in the payment claim; or
- (b) Within 10 Business Days of service of a payment claim issue a statement stating the lesser amount the Council proposes to pay together with the reasons for the reduction.

The Council must pay the amount specified within the period set out in the Schedule, or, if no period is specified, within 30 calendar days after service of the payment claim.

Payments made by the Council are on account, and is not evidence of the value of work completed, an admission of liability or evidence that the services have been executed satisfactorily.

In the event that Council fails to make the payment that is due and payable in accordance with the provisions above, the Consultant may notify the Council in writing that it will suspend performance of the services, after expiry of at least 7 Business Days written notice to the Council. Unless the payment has been made, the Consultant may suspend performance of the services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Council has made the payment.

If the Council fails to make the payment that is due and payable, the Consultant may notify the Council in writing that interest is payable on any overdue payments from the date of the notice. The Consultant must then issue an amended tax invoice and the Fee must be adjusted to include the amount of interest payable.

Where payment is not made within the specified time period, simple interest will be paid automatically unless an existing contract (i.e. pre the date of adoption by Council) specifies otherwise. Interest amounts will only be paid where the calculated interest exceeds A\$20.

Simple interest on the unpaid amount must be calculated from the day after payment was due up to and including the day that payment is made.

The interest rate is determined under section 22 of the *Taxation Administration Act 1996*, unless a higher interest rate is payable under the contract in respect of the default in payment. The appropriate interest rate is available from the NSW Office of State Revenue website at <http://www.osr.nsw.gov.au/taxes/other/taa/rates/>.

5. GST

The parties acknowledge that the supply to the Council of the services identified in the Brief is a taxable supply. The Consultant must provide to the Council a tax invoice or other document, information, or other thing required by law to allow the Council to identify the GST amount and to allow the Council to claim any input tax credit which may be available at law.

If the fee is expressly identified as being exclusive of GST, then following receipt of a tax invoice, the Council will pay to the Consultant an additional amount which is necessary to ensure that the Consultant receives the net amount (after payment of GST imposed) it is entitled to receive in respect of the work under this engagement.

6. VARIATIONS

The Council may direct the Consultant to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.

If the Consultant considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, then the Consultant must promptly notify the Council in writing setting out why the Consultant considers the Direction requires a Variation. In that case, the Consultant must not comply with the Direction unless the Consultant receives a written:

- (a) Direction specifying a Variation; or
- (b) Notice that the Council disagrees, stating its reasons.

If a notice is issued, the Consultant must comply with the Direction but may, within 20 Business Days, dispute the Council's notice.

The Fee must be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment must be calculated by the Council on the basis of applicable rates or fees in this Contract or, if none, then reasonable rates or fees.

The Consultant is not obliged to perform a Variation that is outside the general scope of the services.

7. TIME

The Consultant must complete the services by the time set out in the Schedule.

The Council must grant the Consultant a reasonable extension of time for any delay to completion of the services caused by:

- (a) An act or omission of the Council or its officers, employees, agents and other consultants or contractors (including a Variation directed by the Council);
- (b) A Force Majeure;
- (c) Any event or circumstance for which another provision of this Contract provides that the Consultant may be entitled to an extension of time,

Provided that the Consultant notifies the Council of the delay and its cause promptly after the Consultant becomes aware of the delay or its cause, and provides reasonable evidence of the cause and duration of the delay.

The Council must pay the Consultant's reasonable costs of and incidental to delay (valued as a Variation) caused by any of the following events for which an extension of time has been granted:

- (a) Any breach of this Contract or negligent or unlawful act or omission of the Council or its officers, employees, agents or other consultants or contractors;
- (b) A Variation directed by the Council; or
- (c) Any event or circumstance that occurs for which another provision of this Contract provides that the Consultant may be entitled to an extension of time with costs.

8. LAW AND APPROVALS

The Consultant must comply with all Legislative Requirements and Approvals in carrying out the services.

If a new Legislative Requirement or Approval, or a change in Legislative Requirement or Approval:

- (a) Occurs after agreement of the Fee;
- (b) Causes the Consultant to incur more or less cost or time than otherwise would have been incurred or expended; and
- (c) Could not have been reasonably anticipated by the Consultant exercising the standard of care as required under this Contract as at the date the Fee was submitted to the

Client (or, if the Fee was amended after it was submitted, the date of that amendment) prior to the 15th Business Day before agreement of the Fee;

then the difference in cost will be valued as a Variation and an extension of time may be granted in accordance with clause 6.

9. CONSULTATION AND MEETINGS

The Consultant must consult regularly with the Council and attend meetings and briefings reasonably required by the Client in connection with the services.

10. REVIEW AND ACCEPTANCE

The Consultant must allow the Council to review and discuss the documents and Deliverables (whether complete or in progress) produced by the Consultant in performing the services.

The Consultant remains responsible for the services despite any review or acceptance of any of the services by the client.

11. ADVERSE EVENT

Each party must, as soon as practicable after becoming aware of any matter or circumstance (including any change in Legislative Requirement or Approval) which may adversely affect or has adversely affected the performance of the services, notify the other party. The notice must include reasonable detail describing the matter or circumstances and its anticipated effect on the services.

12. COOPERATION WITH OTHERS

The Consultant must use reasonable endeavours to liaise, cooperate and confer with contractors and other consultants of the Customer in order to coordinate its services of those contractors and consultants to produce the deliverables.

13. CONFLICT OF INTEREST

A conflict of interest in connection with this Contract includes a contract between a duty owned by the Consultant to a person and a duty owned by the Consultant to the Council.

The Consultant represents that to the extent reasonably ascertainable at commencement of this Contract, after making all reasonable enquiries, no conflict of interest exists or is likely to arise.

The Consultant must monitor and, unless the Council gives prior written consent to the conflict of interest, avoid the occurrence of any conflict of interest.

The Consultant must notify the Council immediately on becoming aware of a conflict of interest or a significant risk of a conflict.

14. SUBCONTRACTING AND ASSIGNMENT

The Consultant must not subcontract any part of the services without the prior written approval of the client (which may not be unreasonably withheld or delayed). In granting the approval the Council may impose reasonable conditions.

15. INTELLECTUAL PROPERTY

The Council licences to the Consultant such Intellectual Property Rights in Client Information as are necessary to enable the Consultant to perform the services in accordance with this Contract.

The Consultant retains the Intellectual Property Rights created outside the terms of this Contract and used in performing the services. The Consultant grants to the Council a royalty-free non-exclusive irrevocable licence to use such Intellectual Property Rights for any purpose for which the services are provided.

The Consultant must not infringe any Intellectual Property Rights in performing the services.

The Council must not infringe any Intellectual Property Rights in providing Client Information.

Intellectual property rights shall be dealt with as per AS 4122 -2010 Clauses 21.1, 21.2, 21.3 (Alternative 2), 21.4 and 21.5.

16. ADDITIONAL WORK/VARIATIONS

The Council may instruct the Consultant in writing to perform additional work or otherwise vary the scope of the services. Unless an instruction clearly states the task is additional or varied work, then before performing that work, the Consultant must notify the Council if it considers that any instructions issued include additional or varied work. The Council may then confirm or withdraw that instruction in writing. Work directed under this clause, and performed in addition to or variation of the work involved in completing the Brief, will be paid at the rates set out in the Schedule.

17. INSURANCE

Throughout the performance of the work, the Consultant must hold the following insurance with insurers acceptable to the Council (acting reasonably):

- (a) Current Professional Indemnity Insurance in the sum of at least \$10,000,000 AUD in respect of any one occurrence. The policy must include provision for one automatic reinstatement of the sum insured;
- (b) Current Public Liability Insurance in the sum of at least \$20,000,000 AUD in respect of any one occurrence; and
- (c) Current Worker's Compensation insurance cover for the statutory and common law liability for death or injury to persons employed by the contractor.

Certificates of Currency of all insurances, must be supplied to Council on engagement of Consultant.

The Consultant must use best endeavours to ensure that any sub-consultants are insured as identified in the Schedule or (if no level is specified) for the same amount as the Consultant.

18. RELEASE AND INDEMNITY

The Consultant releases the Council from and indemnifies the Council against any claim, action, loss, damage or liability arising out of the performance of the services, including any loss, expenses or damage to property or to person, excluding (to the extent of that contribution only) negligence on the part of the Council. The Consultant will allow the Council recourse to its insurances for the purposes of satisfying an entitlement under this clause. This clause will survive early termination of the engagement in accordance with clause 10.

19. CONFIDENTIALITY

All information supplied during or created under the course of this engagement is to be treated by the Consultant (including any individual engaged during the course of the services) as confidential. No Consultant may issue any information to the media or a third party without the consent of the Council as client. This clause will continue to bind the Consultant after the completion of the work or termination of the engagement.

20. STATEMENT OF BUSINESS ETHICS

Council is committed to the highest standards of honesty, fairness and integrity in all its business dealings. Council's Statement of Business Ethics sets out the standards of behaviour that Council expects from its private sector partners. These standards of behaviour relate to fair, ethical and honest dealings with Council, and ensuring that the best level of service is provided to the community. This document is also attached to this RFQ document. Breaches of this Statement may constitute grounds for termination of this contract.

21. TERMINATION

The Council may terminate this engagement before the completion of the brief on 7 days written notice to the Consultant in the following circumstances:

- (a) The work is not being performed in accordance with the brief, and the Consultant does not correct the error or omission; or
- (b) The Consultant does not perform the services to a standard acceptable to the Council (acting reasonably); or
- (c) The Consultant does not comply with the timetable set out in the Schedule (other than as a result of one or more acts by the Council); or
- (d) By agreement between the parties; or
- (e) The Council (acting reasonably) has determined not to proceed with the work described in the brief in the manner anticipated when the Consultant was first engaged.

If the engagement is terminated under paragraph (e), then the Council will pay to the Consultant a reasonable proportion of the fee for the work performed up to and including the date of termination.

22. ROLE OF COUNCIL AS AN AUTHORITY

The Council enters into the engagement as a client and not as an authority. Any direction given by the Council under engagement is given as a client. Any approvals, permits, directions or other actions given or made as an authority do not in any way affect this engagement.

23. NO ASSIGNMENT

This engagement is personal and cannot be assigned, transferred or sub-contracted. If any Key Personnel identified in the Schedule cannot reasonably fulfil the whole or any part of the work the Consultant must notify the Council in writing and obtain the approval of the Council (acting reasonably) to any replacement. Any replacement must have a similar level qualification and experience. The Council is not responsible for the costs incurred in familiarising any replacement with the Brief, including the Deliverables.

VOLUME 3

Consultant's Brief

1. INTRODUCTION

The Camden Local Government Area (LGA) is situated in the south west of Sydney, approximately 60 kilometres from the Sydney Central Business District. The LGA covers a total land area of 206 square kilometres and is bounded by Liverpool City Council in the north, Campbelltown City Council in the east, and Wollondilly Shire Council in the south and west.

Camden LGA is a dynamic, modern, urban place which is defined by its unique history, rural backdrop with many opportunities presented by urban development and population growth. As a rapidly growing area containing a mix of agricultural land, country towns and villages, new residential areas, rapid commercial and industrial development and in the context of a new major airport, the Camden LGA offers unique opportunities for investment with Sydney's leading population growth rate of 5.2% over the next 20 years.

Major government investment in infrastructure is being rolled out in the Camden LGA to support the significant growth in residential and employment in the LGA, including road, rail, services and utilities establishment and upgrade. Camden LGA is expanding exponentially, however the diverse community still benefits from a rich cultural and rural setting with cafés, grower's markets, galleries and facilities set amongst the natural environment, with busy retail, industrial and commercial hubs spread across the LGA.

Council is effectively balancing this new urban growth with the existing semi-rural country feel by providing people with the option to enjoy both an urban and rural lifestyle. The Camden area is steeped in heritage, arts, culture, sports and recreation.

2. BACKGROUND

Council's current investment portfolio averages \$100 million invested primarily in Term Deposits.

Council's current Investment Advisor is CPG Research and Advisory Pty Ltd.

3. TERM OF CONTRACT

Camden Council is seeking to appoint an independent investment advisor.

The term of this contract will be for 5 years. The initial 12 month period will be performance based; upon satisfactory performance a 4 year option will be offered to the provider.

Council reserves the right to discontinue with investment advisory services after the initial 12 month period if it considers the service of "investment advice" is not value for money.

4. SCOPE OF WORKS

Council is seeking to appoint an independent investment advisor via a Quotation process to:

1. Undertake a review of Council's current investment strategy and policy
2. Review Council's investment strategy on a quarterly basis
3. Review Council's investment policy annually
4. Provide advice on and recommend investments that comply with Council's adopted investment policy, the Minister's Investment Order and the Local Government Act.
5. Provide monthly reporting on Council's investment performance and compliance with Council's adopted investment policy, the Minister's Investment Order and the Local Government Act.
6. Provide regular economic commentary on financial markets.

SCHEDULE 1:**ASSUMPTIONS AND CONDITIONS**

(Returnable)

1. ***Attach details of any assumptions or conditions relating to the quotation. No conditions will be considered after acceptance of any quotation.***

2. ***Conformance***

(Delete whichever is not applicable).

- **The offer does conform with the request for quotation; or**
- **The offer does not conform with the request for quotation. The area in which the quotation does not conform and the reasons for this non-conformance are as follows.**

<i>Non-conforming item</i>	<i>Reasons and alternate proposals</i>

Please indicate any additional costs for alternate proposals. Ensure the benefits of alternate proposals are clearly stated for the purposes of evaluation.

Consultant Signature _____ **Date** _____

1. FEE FOR SERVICE

Council would like your organisation to quote on the following fee structure:

1. Year 1, fee for service with a 4 year option offered (advisory services for 5 years),
2. A month by month fee with no contract, termination with notice period,
3. Any annual increase to the initial fee.

All fees should be quoted GST exclusive.

Consultant Signature _____ **Date** _____

SCHEDULE 3:**COMPANY INSURANCE STATEMENT**

(Returnable)

1. PROFESSIONAL INDEMNITY INSURANCE

Attach details of insurance held (Council has a minimum requirement of \$10,000,000).

2. PUBLIC LIABILITY INSURANCE

Attach details of insurance held (Council has a minimum requirement of \$20,000,000).

3. WORKERS COMPENSATION

Attach details of insurance held.

4. THIRD PARTY PROPERTY

No less than third party property damage motor vehicle insurance for all vehicles used under this contract if and when attending a Council site.

The successful consultant will be required to provide copies of the above documents prior to formal engagement.

Consultant Signature _____ **Date** _____

SCHEDULE 4:**METHODOLOGY APPROACH**

(Returnable)

This section should explain how you will go about providing Council with the services requested.

- The current procedures or methods used by your company.
- Details of support services available and timeliness of support.
- Who will be the key personnel providing Council with the advice and support.
- Examples of reports and reporting methods used.
- Any value add services that might be of interest to Council.

Demonstrate Independence

All financial advisors must demonstrate independence from all financial providers.

Consultant Signature _____ **Date** _____

SCHEDULE 5:**RELEVANT EXPERIENCE**

(Returnable)

Provide details of the organisation's experience in projects of a similar nature or relevant to the tasks. For each project provide:

- Client;
- Contact Name and Details (Referee);
- Description of the project and services provided.

At least 2 references should be provided from current Local Government clients.

Consultant Signature _____ **Date** _____

1. ORGANISATION

Attach an organisation chart indicating key personnel who have a primary role in the performance of the contract.

2. COMPANY DETAILS

A brief company profile including:

- Date of Corporation
- A copy of a current AFS Dealers licence
- A list of Directors, Managers and Company Secretary
- Total number of staff in your company
- Curricula Vitae of key personnel
- Core business information and services provided
- A list of Current Local Government client base

Consultant Signature _____ **Date** _____

SCHEDULE 7:**DECLARATION OF FEE PROPOSED**

(Returnable)

EXECUTION BY BIDDER

I/We having read, understood and fully informed myself/ourselves of the contents, requirements and obligations of the request for quotation, submit this quote for the performance by myself/ourselves to Camden Council.

I/We hereby offer to supply the goods and services described in the quotation at the prices offered and upon and subject to the key and standard conditions of quotation and general conditions of contract set out in the request for quotation. This offer remains open for acceptance for 120 days from the quotation closing date.

<i>Name of Bidder</i>	
<i>Address of Bidder</i>	
<i>Postal Address</i>	
<i>Subsidiary Company (if applicable)</i>	
<i>Legal Entity</i>	<i>ABN</i>
<i>Phone Number</i> <i>Fascimile Number</i> <i>Mobile Phone Number</i>	<i>Email Address</i>
<i>Signature and Date</i>	<i>Official Position held</i>
<i>Signature of Witness</i>	<i>Address of Witness</i>
<i>Refer enquiries to: (name, telephone number and email address)</i>	

SCHEDULE 8:**ETHICAL STANDARDS**

(Returnable)

Council's Statement of Business Ethics sets out the ethical standards which govern the relationships between Council and its business partners (including prospective partners). As a prospective business partner, it is a requirement that you have reviewed Council's Statement of Business Ethics and understand the need to abide by it when conducting business with, or on behalf of, Council.

- ☐ I have read and understand Council's Statement of Business Ethics.
- ☐ I acknowledge the failure to declare conflicts of interest, affiliations and associations or abide by Council's standards, may result in termination of business arrangements with Council and/or reporting to oversight agencies such as ICAC.

Statement of Business Ethics