

# ***Summary File ONLY***

**PLEASE BE AWARE THAT  
THIS PDF FILE  
CANNOT BE PRINTED**

**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED  
FOR YOUR INFORMATION TO DECIDE WHETHER TO  
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.

**NSW DEPARTMENT OF ENVIRONMENT AND  
CLIMATE CHANGE**

**TENDER DOCUMENTS**

**FOR**

**Telephone Survey to Monitor Visits to NSW National Parks**

**Reserve and Wildlife Conservation Branch**

**Parks and Wildlife Division**

**CONTRACT NO. RWCB-4310-006-07**

**NOVEMBER 2007**

**TENDER CLOSING Time is at 9.30am on Wednesday 9 January 2008**

**Contract for Professional Services  
@ 17 July, 2007**

## Conditions of Tendering - General Information for Tenderers

---

The tender documents consist of:

**Conditions of Tendering** which describe the conditions for tender submission and the tender process. The Conditions of Tendering will not form part of any Contract. The Conditions of Tendering also describe evaluation criteria to be used in selecting the best tender. You should consider and address the evaluation criteria when developing and submitting your tender.

**Tender Form** which is to contain details about the Tenderer and the price (and/or rates/prices) tendered. For **Lump Sum** tenders, a single lump sum price is to be provided on the Form. A tender based on or with a **Schedule of Rates** requires a number of rates and/or lump sum prices for items on a *Schedule of Rates* form. The rates and prices tendered are to be provided on this *Schedule of Rates*, which must be submitted with the Tender Form.

**Other Tender Schedules** which are tender schedules, other than the above, you may be required to complete with your tender. These have been designed to make completing and evaluating tenders easier. If you want your tender to be considered and fully evaluated you must complete these forms accurately and thoroughly.

**Contract Information** which contains key details of the proposed Contract such as the name of the Principal and the Principal's Representative, services required, completion time, payment method and other details.

**General Conditions of Contract** which are the required General Conditions of Contract for NSW Department of Environment and Climate Change related contracts. If you tender based on other conditions of contract, your tender may not be considered.

**Technical Brief**, which provides the technical requirements for, any Contract and detailed descriptions of the services required under any Contract. You should take care to show in your tender that you are capable of meeting the Brief in carrying out the services under the Contract.

**Contract Schedules** which, where applicable, contain technical forms and information that add to the Contract requirements.

**Appendices**, which, where applicable, are other documents, referred to in the body of the other tender documents.

The following checklist is provided to guide your final checking before you lodge your tender:

- (a) have you read the information, including any Addenda, thoroughly?
- (b) have you contacted the Contact Person about any information you don't understand or to obtain any extra information needed?
- (c) have you completed the Tender Form and any required Tender Schedules thoroughly and accurately?
- (d) do you have the necessary insurances and other capabilities and capacities needed to complete the services under any Contract?
- (e) have you included all relevant information in your tender?

**End of Conditions of Tendering**

## Table of Contents

	Page
<b>Conditions of Tendering – General Information for Tenderers</b>	<b>2</b>
<b>Conditions of Tendering</b>	<b>4</b>
<b>Tender Form</b>	<b>6</b>
<b>Tender Schedules</b>	
Schedule of Rates	7
Schedule of Tenderer's Details	8
Schedule of Insurances	9
Schedule of Reimbursable Expenses	10
<b>Contract Information</b>	<b>11</b>
<b>General Conditions of Contract</b>	<b>13</b>
<b>Contract Schedules</b>	
Occupational, Health and Safety Management	21
<b>Technical Brief</b>	<b>22</b>
<b>Appendices</b>	
Appendix: Survey questions	26

### The Conditions of Tendering will not form part of any Contract.

- T1. Tenderers and contractors must comply with the NSW Government *Code of Practice for Procurement*. Copies of the *Code* are available at: <http://www.treasury.nsw.gov.au/procurement/procure-intro.htm>.

Lodgement of tenders is evidence of tenderers' agreement to comply with the *Code* for the duration of any subsequent Contract that is awarded. If any tenderer fails to comply, the Principal may take the failure into account when considering this or any subsequent tender by the tenderer and may pass over such a tender.

- T2. The Principal only contracts with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Tenders submitted by an unincorporated business such as a sole trader, partnership or business name must identify the legal entity that proposes to enter any Contract.
- T3. Prices and rates in tenders must include Goods and Services Tax (GST) if it is payable. A tenderer that wishes to enter into a Voluntary Agreement for withholding Pay As You Go taxation must say so in the tender and provide the information required for the approved form of a Voluntary Agreement as required by the *A New Tax System (Pay As You Go) Act 1999*.

The prices and rates of tenderers not registered for GST, or who advise in their tender that they wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation, will be weighted by a 10% loading in assessing tender price relativity to allow for the Principal's extra costs.

- T4. The Principal is not bound to accept the lowest or any tender. The Principal may accept tenders that do not conform strictly with all requirements of the tender documents. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender documents may be passed over.

No qualification or departure from a condition is accepted unless the Principal gives an acceptance or formal agreement in writing. A tender is not accepted until notice in writing of acceptance by the Principal is handed to the tenderer or is sent by prepaid post to, or left at, the address stated on the Tender Form, or transmitted by facsimile to the tenderer's facsimile number.

Acceptance of any tender will also involve the issue of an official purchase order, which is required by the Principal's computerised financial and payment system.

In evaluating tenders, the Principal may take into consideration, but not be limited to:

- demonstrated understanding of the extent and scope of the work;
- a proposed methodology that addresses the requirements of the technical brief, particularly proposing a sampling plan that will achieve an estimate of total visits by residents from the areas surveyed with a precision of between 8-10% of the true mean;
- demonstrated expertise in conducting CATI surveys;
- demonstrated expertise in data analysis;
- organisational quality assurance, ethical standards, professional membership and accreditation; and
- price.

When a scoring system is used to assist in tender evaluation, the ratio of price to non-price criteria will be 40:60. Financial capacity will be a pass/fail criterion.

### **TENDER LODGEMENT.**

Lodge the Tender Form, Tender Schedules and any other information required to address the evaluation criteria in a sealed envelope in the tender box at Tender Box, Level 1, Parks and Wildlife Division, 43 Bridge Street, Hurstville, NSW 2220 by 9.30am on Wednesday 9 January 2008

or lodge it electronically on the NSW Government e-tendering website <https://tenders.nsw.gov.au>

Submit any further information requested after that time/date by the time/date required in the request.

### ***Tenders lodged by facsimile or e-mail will not be considered.***

The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and design intent described in the tender documents. Where such an alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the detailed requirements of the tender documents. Alternative tenders will not be considered unless the tenderer also has submitted an acceptable conforming tender.

- T5. By tendering, the tenderer authorises the Principal to gather, monitor, assess, and communicate to other NSW Government agencies or local government authorities, information about the tenderer's performance or financial position with the tender process or any Contract. Any information about the tenderer, may be used in considering whether to offer the tenderer opportunities for NSW Government work.

## Conditions of Tendering

---

Relevant NSW Government procurement guidelines are available on request and at: <http://www.construction.nsw.gov.au/publications>.

- T6. Details of any Contract awarded as a result of this tender will be disclosed in accordance with NSW Government policy. Information that may be disclosed includes details of the Contract, the identity of the successful tenderer, the price payable under the Contract, significant tender evaluation criteria and any contract provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.
- T7. The Tenderer shall submit a program in the form of a preliminary bar chart and network diagram, showing the following: -
- Sequence of work, including design, documentation and/or other services.
  - Periods within which various stages or parts of the services are to be carried out.
  - Critical paths of activities related to the services.
  - Allowance for holidays.
  - Significant milestones.
  - External dependencies, including authority approvals, document approvals, and work by subcontractors and others, such as site survey and the involvement of authorities and other stakeholders
- T8. Tenderers shall have the responsibility to:
- not alter or change DECC tender document wording and or numbering in any way. The DECC reserves the right to exclude any bid not complying with this clause.
  - provide in the form of attachments all necessary additional information, with reference to each relevant section including a full statement of deviations or suggested alternatives.
- T9. Electronic Transactions Act 2000
- Tenders lodged electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW).

Any signature requirements for preparation of the tender can be satisfied by the full disclosure of the legal entity tendering, the official position of the person authorised to tender on behalf of that entity, and their name (unless specifically stated otherwise in the RFT documents). Reference may be made to Section 9 of the Act.

**End of Conditions of Tendering**

# TENDER FORM

Project: Telephone Survey to Monitor Visits to NSW National Parks

Contract Number: RWCB-4310-006-07

Tender Box Location:

1. Tender Box, Level 1, Parks and Wildlife Division, 43 Bridge Street,  
Hurstville, NSW, 2220

OR

2. Electronic Tender Box:- <https://tenders.nsw.gov.au>

Name of Tenderer \_\_\_\_\_  
(Legal Entity Name) (in block letters)

Trading Name.....

ABN: \_\_\_\_\_ ACN. ....  
(if applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

hereby tenders to perform the work for Telephone Survey to Monitor Visits to NSW National Parks,  
Reserve and Wildlife Conservation Branch, Parks and Wildlife Division

in accordance with the following documents:

- Tender Schedules
- Particular Conditions
- General Conditions of Contract
- Technical Brief
- Contract Schedules
- Appendices

for the rates and lump sums in the attached Schedule of Rates.

Signed for the Tenderer by: \_\_\_\_\_  
(Authorised Officer)

In the Office Bearer capacity of: \_\_\_\_\_

Name (in block letters): \_\_\_\_\_

Dated this \_\_\_\_\_ day of. \_\_\_\_\_

## SCHEDULE OF RATES – LUMP SUM (Submit with Tender Form)

Insert the amount allowed for each of the following items.

This Schedule is for information only and does not form part of the Agreement. Its purpose is to assist in making valuations of works carried out but the Principal is not bound to use it.

All amounts must include an amount for GST.

ITEMS	AMOUNT
<b>STAGE 1</b>	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
<b>STAGE 2</b>	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
<b>Subtotal (ex GST)</b>	\$
<b>GST</b>	\$
<b>Total of Lump Sum Tendered</b>	\$

Signed for the Tenderer by: .....  
(Authorised Officer)

In the Office Bearer capacity of: .....

Name (*in block letters*): .....



## SCHEDULE OF TENDERER'S DETAILS

(Submit with Tender)

### OFFICE DETAILS

<b>Main Office</b>		
<b>Address</b>	<b>Phone</b>	<b>Fax</b>
<b>Other Offices</b>		

### TYPE OF ORGANISATION

(Tick where applicable)

Sole Trader     (    )  
 Company        (    )  
 Partnership    (    )

Other (Describe).....

.....

Date Established: .....

ABN: ..... ACN (if a company): .....

Business Name (if any): .....

State of Registration: .....

List and briefly describe the management systems used by the tenderer.

List recent projects of comparable size and complexity to the Services under the proposed Contract, clearly identifying for each project, the tenderer's (and proposed subcontractors') role in the project, the value and duration of the project role and the date the project role was completed.

Signed for the Tenderer by: .....

(Authorised Officer)

In the Office Bearer capacity of: .....

Name (in block letters): .....

## SCHEDULE OF INSURANCES

(Submit with Tender)

### PROFESSIONAL INDEMNITY INSURANCE

(Refer to clause K, General Conditions of Contract)

Insurer: .....

Sum Insured:..... Date of Expiry:.....

### PUBLIC LIABILITY INSURANCE

(Refer to clause K, General Conditions of Contract)

Insurer: .....

Sum Insured:..... Date of Expiry:.....

### WORKERS COMPENSATION INSURANCE / PERSONAL ACCIDENT INSURANCE

(Refer to clause K, General Conditions of Contract)

Insurer: .....

Insurance Details: ..... Date of Expiry:.....

.....

.....

Include comparable details for each proposed subcontractor.

Signed for the Tenderer by: .....

(Authorised Officer)

In the Office Bearer capacity of: .....

Name (*in block letters*): .....

## **SCHEDULE OF REIMBURSABLE EXPENSES**

**(Submit with Tender)**

The following items, costs, expenses, fees or charges will be reimbursed by the Principal. Original receipts, where available for reimbursable expenses must be presented with claims.

Signed for the Tenderer by: .....

*(Authorised Officer)*

In the Office Bearer capacity of: .....

Name (*in block letters*): .....

## 1. Contract Information

<b>The Principal is:</b>	The Minister for Climate Change, Environment and Water
<b>Principal's Representative is:</b>  If no name is stated the Principal will name the person in writing within 14 days after the date of the Principal's letter of acceptance (accepting a tender). The Principal may at any time change the person for any reason whatsoever by giving written notice.	Narelle King Visitor Data and Research Officer Reserve and Wildlife Conservation Branch Parks and Wildlife Division Department of Environment and Climate Change PO Box 1967 Hurstville NSW 2220  Ph: 9585 6538 Fax: 9585 6601
<b>Contractor's Representative is:</b>  If no name is stated the Contractor will name the person in writing within 14 days after the date of the Principal's letter of acceptance (accepting a tender).	»
<b>Definitions – Contractor</b>	Means - the person or persons, corporation or corporations, who is awarded the Contract to supply the Services/ Works stipulated in this RFT.
The <b>Contract Documents</b> that constitute the Contract are:	The following: - <ul style="list-style-type: none"> <li>– Tender Form and Tender Schedules</li> <li>– Contract Information</li> <li>– General Conditions of Contract</li> <li>– Technical Brief</li> <li>– Contract Schedules</li> <li>– Appendices</li> <li>– Principal's letter of acceptance and Department of Environment and Climate Change purchase order, and any other documents referred to therein.</li> </ul>
The <b>Services</b> to be carried out by the Contractor, subject to variations under the Contract, are:	DECC is tendering Stage 1 and Stage 2 and reserves the right to proceed with either both stages or Stage 1 only. <b>STAGE 1</b> 1A. Conduct CATI surveys of residents over the age of 18 of Sydney, other areas of NSW, the ACT and Victoria at least every four weeks for one year. 1B. Estimate visitation by children. 1C. Report number of visits to DECC-managed parks for quarters 1-2, 3-4 and the entire year. 1D. Report participation in different activities on park. <b>STAGE 2</b> 2A. Conduct CATI surveys of residents over the age of 18 of a number of local council areas in southern and south-east Queensland at least every four weeks for one year. 2B. Estimate visitation by child residents of southern and south-east Queensland. 2C. Include visits and participation in activities by residents of southern and south-east Queensland in reports prepared for Tasks 1C and 1D. Refer to the Technical Brief for further details.
	Technical Brief plus tender proposal will form the basis of the program.
<b>Approvals obtained by the Principal are:</b>  Refer to clause A.9, General Conditions of Contract.	No approvals obtained, and no notices given or fees paid.

## 1. Contract Information

---

<b>Contractor's professional indemnity insurance and public liability insurance</b> Refer to clause K, General Conditions of Contract.	<b>PROFESSIONAL INDEMNITY</b> The Contractor must hold professional indemnity insurance for a minimum amount of \$1Million dollars and for a period of 1 year after the completion of the Services.  <b>PUBLIC LIABILITY INSURANCE</b> The Contractor must hold public liability insurance for a minimum amount of \$10 M.
<b>Commencement date is:</b> Refer to clause A.5, General Conditions of Contract.	The commencement date is that stated in the letter of acceptance or the date of the letter of acceptance where no date is stated therein.
<b>Completion time</b> Refer to clause A.5, General Conditions of Contract.	The period for completion of the Services is: 60 calendar weeks from the date of the letter of acceptance.
<b>Payment method</b>	The method of payment will be by monthly progress payments.
<b>Milestone Payment Schedule</b>	Not applicable.

## 2. General Conditions of Contract

---

### A. Services

- A.1 The Contractor must carry out the Services (including provide the deliverables) in accordance with the Contract, including the attached Technical Brief and any additional instructions of the Principal's Representative. The parties and their representatives must do all they reasonably can to co-operate in all matters relating to the Contract. The Contractor must protect and keep safe all property/material/documents provided to the Contractor by the Principal.
- A.2 The Contractor must perform the Services to that standard of care and skill to be expected of a contractor who regularly acts in the capacity in which the Contractor is engaged and who possesses the knowledge, skill and experience of a contractor qualified to act in that capacity. The Services must comply with all relevant Australian Standards. The Contractor must comply with the NSW Government *Code of Practice for Procurement* available at:  
<http://www.treasury.nsw.gov.au/procurement/procure-intro.htm>.
- A.3 The Contractor's Representative named in the Contract Information or otherwise must be available to consult with the Principal's Representative in Sydney or elsewhere as required during normal business hours.
- A.4 The Principal's Representative named in the Contract Information or otherwise is responsible for acting for and on behalf of the Principal and for providing information about the Contract to the Contractor.
- A.5 The Contractor must within 14 days of the date of the letter of acceptance prepare and submit to the Principal a program for the performance and completion of the Services, and resubmit the program to allow for any changes to the timing of the Services. The Contractor must:
- (a) commence carrying out the Services on the commencement date specified in the Contract Information;
  - (b) complete all the Services within the completion time specified in the Contract Information, as adjusted under the Contract;
  - (c) complete the Services expeditiously and in accordance with the accepted program; and
  - (d) provide the deliverables by the times specified in the description of the Services, as adjusted under the Contract.
- If the Contractor is delayed in reaching completion of all the Services then the Contractor will notify the Principal's Representative within 14 days after the commencement of the delay and meet with the Principal's Representative to determine the cause and extent of delay. The completion time will be extended and affected times for provision of the deliverables will be extended where the delay is caused by the Principal or is otherwise beyond the control of the Contractor.
- If the Principal's Representative and the Contractor do not agree on the applicable extension of any time within 14 days of the meeting to determine the cause and extent of delay, the Principal's Representative will assess the extension of time due. The Principal's Representative may for any reason and at any time extend the completion time or any deliverable provision time.
- A.6 The Services (including the deliverables) will be complete when they are carried out and provided free from any non-conformities, omissions or other faults. The Principal is not bound to check the completed Services/deliverables or compliance with the requirements of the Agreement. The Contractor must rectify all non-conformities, omissions and other faults in the Services/deliverables. If the Contractor does not rectify such faults within the time the Principal specifies, the Principal may have them rectified by others. The Principal's Representative will assess the reasonable costs of the rectification by others and the reasonable costs will be a debt due from the Contractor to the Principal.
- A.7 The Principal will as soon as practicable, or as required by the Contract, make available to the Contractor all relevant instructions, information, documents, specifications, plans, drawings and any other material and particulars to be provided; and answer the questions of the Contractor, relating to the Principal's requirements in connection with the Contract.
- A.8 If the Principal allows or accepts changes to any plans, specifications or other documents prepared by the Contractor, the Contractor recognises that such changes remain the Contractor's responsibility, and the Contractor will remain responsible for the documents and any liability arising from their use and the results of such changes.
- A.9 The Contractor must obtain all approvals, authorities, licences and permits, give all notices, and pay all fees and other amounts which are required from Government, local government or other responsible authorities for the lawful carrying out and
-

## 2. General Conditions of Contract

	<p>completion of the Services, except where obtained by the Principal as specified in the Contract Information.</p> <p>A.10 The Contractor must, at all reasonable times and upon reasonable notice, permit the Principal access to the Contractor's premises, and make available records, in order for the Principal to inspect, discuss, review and assess material produced in connection with the Contract.</p> <p>A.11 Whenever requested and on, or as soon as practicable after, the expiration or earlier termination of the Contract, the Contractor must deliver to the Principal all Contract Materials.</p> <p>A.12 The Contractor must keep the records relating to the Services, where not provided to the Principal, in secure fireproof storage for seven years after the completion of the Services unless approved otherwise by the Principal.</p>
<b>B. Payments and claims</b>	<p>B.1 Subject to the conditions of the Contract, the Principal will pay the Contractor in accordance with the Tender Form and any Schedule of Rates or Schedule of Personnel and Hourly Rates, and for any completed work items in any Schedule of Reimbursable Expenses, in the Contract Documents, in consideration for the Contractor carrying out the Services.</p> <p>B.2 The Contractor must give the Principal's Representative a written monthly claim for payment (or a claim for payment when a Milestone is completed, where milestone payments are specified in the Contract Information, for the amounts specified therein) which must identify the month (or Milestone where applicable), the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and any payment for additions due, as extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>B.3 The Contractor is entitled to claim for a monthly progress payment and be paid the sum of:</p> <ul style="list-style-type: none"> <li>(a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work completed to the date of the claim;</li> <li>(b) for work for which the Principal accepted a lump sum, the proportion of the lump sum equal to the proportion of the applicable work completed to the date of the claim; and</li> <li>(c) for any additions for which the Principal has agreed or assessed an amount in writing or an amount has been finally determined under clause I, the amount agreed, assessed or determined for work completed to the date of the claim, less payments previously made (including under clause I, Disputes), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under, or in connection with, the Contract, including but not limited to, retention moneys and damages.</li> </ul> <p>B.4 Within 10 business days after receipt of the Contractor's claim for payment the Principal will provide to the Contractor a payment schedule identifying the claim to which it relates and stating the payment, if any, that the Principal will be making. If the payment is to be less than the amount claimed by the Contractor the payment schedule will indicate why it is less.</p> <p>B.5 Subject to evidence being provided to the Principal's Representative showing that the insurance policies required under clause K are in place, within the later of 28 days after receiving a claim for payment with evidence of the claimed progressive carrying out of the Services to the satisfaction of the Principal's Representative, and 7 days after receiving the Subcontractor's Statement required under clause B.6, the Principal will pay the Contractor the amount indicated in the payment schedule. Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory but is a payment on account only.</p> <p>B.6 With each monthly (or Milestone where applicable) claim for payment submit a signed and completed a <i>Subcontractor's Statement Regarding Workers Compensation, Pay-roll Tax and Remuneration</i> (Subcontractor's Statement), the form of which may be down loaded from the Office of State Revenue website at: <a href="http://www.osr.nsw.gov.au/">http://www.osr.nsw.gov.au/</a>.</p> <p>B.7 The Principal is not liable to meet any other claim from the Contractor under or in connection with the Contract unless the Contractor submits the claim together with full particulars, including the factual and legal basis of any claimed entitlement, in writing within 28 days of the occurrence of the event or circumstances on which the claim is based. Any claim by the Contractor on the Principal must be made within 28 days after the date of the Principal's written notice of completion of all the Services. All claims whatsoever by the Contractor against the Principal made after those times are barred.</p>

## 2. General Conditions of Contract

<b>C. Goods and Services Tax (GST)</b>	<p>C.1 The Contractor must be registered for GST before it submits any claim for payment and will notify the Principal if it ceases to be registered for GST.</p> <p>C.2 The Principal acknowledges that it is registered for GST.</p> <p>C.3 If the Contractor does not quote its ABN prior to making its claims, the Principal will withhold tax from payments in accordance with the <i>A New Tax System (Pay As You Go) Act 1999</i>.</p>
<b>D. Confidentiality</b>	<p>D.1 The Contractor must treat as confidential all information acquired in connection with the Contract and all Contract Materials. It must not disclose such information or the Contract Materials to anyone or make it public without first obtaining the written consent of the Principal other than:</p> <ul style="list-style-type: none"> <li>(a) as necessary to perform the work under the Contract; or</li> <li>(b) with respect to any information already within the public domain.</li> </ul> <p>D.2 The Contractor must ensure that its employees and other persons engaged on the Services comply with these obligations.</p> <p>D.3 These confidentiality obligations continue after the Contract ends or is terminated.</p>
<b>E. Intellectual property rights</b>	<p>E.1 The Contractor warrants that:</p> <ul style="list-style-type: none"> <li>(a) the Contractor's carrying out the Services will not infringe any intellectual property rights; and</li> <li>(b) the Contractor's reports will not contain anything that, to the knowledge of the Contractor, is libellous or defamatory.</li> </ul> <p>E.2 The Principal will own all intellectual property rights, including copyright and other protected rights in respect of all Contract Materials, and these rights vest upon their creation in the Principal, except where the rights are not capable of being vested in the Principal, where the Contractor must ensure that the Principal is irrevocably licensed to use that intellectual property. The Contractor may not use Contract Materials for any purpose other than providing the Services without first obtaining the written consent of the Principal.</p> <p>E.3 The Principal may adapt and change the Contract Materials plus any other products or works for the purpose of developing other facilities on other sites.</p> <p>E.4 The Contractor:</p> <ul style="list-style-type: none"> <li>(a) must ensure that it obtains irrevocable written consent, for the benefit of the Principal and the Contractor, from the author of any work to be incorporated into, or used during the design or construction of the designed product (to which the Services relate) or used for any other purpose as part of, or arising out of, the Services; and</li> <li>(b) indemnifies the Principal and NSW Department of Environment and Climate Change, and their employees and agents, against any actions, costs, expenses, losses or damages suffered or incurred by all, or any one or more, of them, arising out of, or in any way in connection with, any breach by the Contractor of its obligations under clauses E.3 or E.4.</li> </ul> <p>E.5 The requirements and indemnity in clause E will survive the finalisation or termination of the Contract.</p>
<b>F. Publication of material</b>	<p>F.1 The Principal may publish any Contract Materials or other documents connected with the Contract as papers of the Principal. If the Contractor is notified beforehand that the Principal intends to publish a document to be provided or provided by the Contractor, the Contractor must prepare the document in accordance with the requirements of the Principal.</p> <p>F.2 The Principal will give appropriate credit to the Contractor's contribution in any publication if the Contractor asks the Principal to do so.</p> <p>F.3 On written request from the Contractor, the Principal will permit the Contractor to use part or all of the Contract Materials in publications, subject to the reasonable conditions required by the Principal.</p>
<b>G. Variations</b>	<p>G.1 The Principal may instruct variations to the Technical Brief and the Services, including an addition, increase, omission or reduction. The Contractor must comply with these instructions and take all reasonable steps to minimise any resulting delays and extra costs. If the variations would involve extra costs, the Contractor must first notify the Principal's Representative and unless given a written instruction otherwise, not begin to carry out the variation until the Contractor and the Principal's Representative agree on any price and time changes (including effects on the program) or they are determined under clause I.</p> <p>G.2 When requested, the Contractor must within the time specified in the request, advise the claimed amounts by which the payments would be increased or Decreased for a</p>



## 2. General Conditions of Contract

	<p>proposed variation and its effect on the time to complete the Services (including effects on the program), and advise on any other matter specified in the request.</p> <p>G.3 If the parties agree that a variation applies they must endeavour to agree in writing on amounts by which the payments would be increased or Decreased and any effect on the time to complete the Services. Failing agreement on price or time, or that a variation applies, the Principal's Representative will assess the Contractor's entitlement and the provisions of clause I will apply.</p> <p>G.4 The Contractor may notify the Principal's Representative of any variations that it believes would be beneficial to the Services. The Contractor must not proceed with them or incur any costs or expenses for them until it has obtained the written instruction of the Principal's Representative to do so.</p> <p>G.5 If the Contractor considers that a variation applies but a variation has not been formally instructed, the Contractor must make its claim for a variation within 5 business days from the start of the event giving rise to the variation, or from the time when the event should have become known to the Contractor with reasonable diligence on its part. If the Contractor fails to make a claim within the specified time, the Contractor will not be entitled to interest on any amount involved in the claim for the period before the Contractor made the claim.</p> <p>G.6 The Contractor is entitled to claim its justifiable costs and expenses for any reduced amount of the Services. The Contractor may include loss or damage (except loss of prospective profits) sustained directly as a result of the reduction, but must take all reasonable steps to limit any loss and damage. The Principal may thereafter either carry out any omitted part of the Services itself or engage others to do so.</p>
<b>H. Termination</b>	<p>H.1 At anytime by notice in writing the Principal may for its sole convenience, and for any reason, terminate the Contract or any part of the carrying out of the Services, with effect from the date stated in the notice.</p> <p>H.2 If the Contract or any part of the Services are terminated under clause H.1, the Principal will pay the Contractor the amount due and payable under clause B for the part of the Services carried out by the Contractor to the date of termination, including any loss or damage (except loss of prospective profits) sustained directly as a result of the termination (subject to all reasonable steps being taken to limit any loss and damage), in full and final satisfaction of any claim the Contractor has or may have.</p> <p>H.3 The Principal may terminate the Contract immediately by notice in writing if the Contractor does not carry out any of its obligations, including if it becomes insolvent or bankrupt or enters into a scheme or arrangement with its creditors. Any payment made to the Contractor up to the date of the termination will be taken to pay in full all claims that the Contractor has or may have against the Principal. The Principal may recover from the Contractor any costs, losses or damage suffered, or reasonably likely to be suffered, as a result of the breach by the Contractor and the termination of the Contract. Any rights accruing to the Principal prior to termination will be preserved.</p> <p>H.4 The Contractor must give to the Principal's Representative as soon as practical after any termination, all existing Contract Materials, including deliverables, required by the Principal, and all property/material/documents provided to the Contractor by the Principal unless otherwise instructed by the Principal.</p>
<b>I. Disputes</b>	<p>I.1 Both parties must continue to perform their obligations under the Contract, notwithstanding there is a failure by the parties to agree on any matter under or connected with the Contract, and there is a dispute.</p> <p>I.2 If there is a dispute, including about what constitutes justifiable prices or time changes under clauses G or H, the party raising the dispute must notify the other party in writing of the nature of the dispute, including full particulars with the factual and legal basis of any claimed entitlement. Within 7 days of the written notice nominated senior representatives of the parties must confer to attempt to resolve the dispute, and if it cannot be resolved within 21 days of the written notice, then the Principal and the Contractor will appoint an independent Expert to give an Decision on the dispute using an agreed process. If the parties fail to agree upon an Expert within 28 days of the written notice of the dispute, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd Sydney to nominate an Expert. If there is no Chief Executive Officer or the Chief Executive Officer fails to make a nomination within a reasonable time, the Principal will nominate an Expert. The Principal, on behalf of both parties, will engage the Expert by letter of engagement.</p> <p>I.3 The person nominating the Expert must not nominate:</p> <ul style="list-style-type: none"> <li>(a) an employee of the Principal or Contractor;</li> <li>(b) a person who has been connected with the Contract; or</li> </ul>

## 2. General Conditions of Contract

	<p>(c) a person upon whose appointment the Principal and the Contractor have previously failed to agree.</p> <p>I.4 The Principal and the Contractor must share equally the Expert's fees and out-of-pocket expenses. Each party must otherwise bear its own costs and share equally any other costs of the process.</p> <p>I.5 In making the Decision, the Expert acts as an expert and not as an arbitrator and is:</p> <ul style="list-style-type: none"> <li>(a) not liable for acts, omissions or negligence;</li> <li>(b) to make the Decision on the basis of the written submissions from the parties and without formalities such as a hearing; and</li> <li>(c) required within 35 days of appointment, or another period agreed by the parties, to give the Decision in writing, with brief reasons, to each party.</li> </ul> <p>I.6 The expert's Decision is binding unless it requires either the Principal or the Contractor to pay the other an amount exceeding \$100,000, and within 14 days of receiving the Decision, either the Principal or the Contractor gives notice in writing to the other that it is dissatisfied. In this case the Decision is of no effect and either the Principal or the Contractor may then commence litigation.</p> <p>I.7 If the Expert's Decision is binding, and requires either the Principal or the Contractor to pay money, that money must be paid within 28 days of receiving the Decision of the Expert.</p>
<b>J. Commercial relationships</b>	<p>J.1 The Contractor has sole responsibility for its employees and any persons engaged by it for the Contract. Neither the Contractor nor its employees nor other persons engaged for the Contract enter into the service or employment of the Principal or the NSW Department of Environment and Climate Change as a result of the Contract.</p> <p>J.2 The Principal and the Contractor agree that the Contract is not an employment contract and the Contractor is not an employee.</p>
<b>K. Indemnity and insurance</b>	<p>K.1 All insurers and insurance policies used are subject to the approval of the Principal.</p> <p>K.2 In regard to reducing risks, the Principal prefers approved insurers listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA, and Lloyds underwriters. Lists appear on the APRA website at: <a href="http://www.apra.gov.au/">http://www.apra.gov.au/</a>.</p> <p>K.3 The Contractor indemnifies the Principal and NSW Department of Environment and Climate Change, and their employees and agents, from and against:</p> <ul style="list-style-type: none"> <li>(a) all actions, claims and proceedings brought against them, whether on their own or jointly with the Contractor, and all costs, expenses, losses and damages (including the costs of defending or settling any action or claim), arising directly or indirectly out of the negligent, illegal or wrongful act or omission in the performance of the Services by the Contractor, its employees or agents (including in respect of loss or damage to property, and personal injury and death);</li> <li>(b) the cost of rectifying any error, omission or fault in the Services or which affects the Services; and</li> <li>(c) any other liability, arising directly or indirectly out of the performance of the Services by the Contractor, its employees or agents, which is covered under any insurance policy held by the Contractor.</li> </ul> <p>This indemnity is separate and independent of the Contractor's other obligations and continues after the Contract ends or is terminated. The liability of the Contractor under this clause K.3 may be limited if the Contractor is a member of an occupational association with an approved Scheme under the <i>Professional Standards Act 1994 (NSW)</i>.</p> <p>The Contractor's liability to indemnify the Principal and NSW Department of Environment and Climate Change, and their employees or agents, is reduced proportionally to the extent that an act or omission of the Principal or NSW Department of Environment and Climate Change, or their employees or agents or contractors (other than the Contractor), contribute to the costs, expenses, damage or loss involved.</p> <p>K.4 The Contractor must ensure that, before commencing any work, the Contractor and each subcontractor hold any workers compensation insurance required by law. A subcontractor taken to be an employee of the Contractor under the law must be covered by the Contractor's workers compensation insurance. . If any subcontractor is not legally able to have workers compensation insurance, the Contractor must ensure that the subcontractor holds or takes out a personal accident insurance policy to the level of risk associated with the works, Maximum cover of \$100,000 for death and permanent disability and sufficient cover for temporary disability, before</p>

## 2. General Conditions of Contract

	<p>commencing any work under the Contract.</p> <p>K.5 The Contractor must not do anything or fail to do anything that would allow any insurer to reduce a cover or refuse a claim.</p> <p>K.6 The Contractor must ensure that, before commencing any work under the Contract, the Contractor holds public liability insurance covering the Contractor, all subcontractors and the Principal for all liabilities to other persons. The insurance must be maintained current for the duration of the Contract and be for an amount of not less than the amount specified in the Contract Information for any single occurrence.</p> <p>K.7 If the Contract includes design work and/or other professional services, where specified in the Contract Information, the Contractor must hold, and maintain for the period specified in the Contract Information, professional indemnity insurance. The policy must cover the Contractor's liability for breaches of professional duty (whether owed in contract or otherwise) in carrying out the Services, for the amount specified in the Contract Information for a single occurrence. Ensure every subcontractor providing professional services to the Contractor is similarly insured.</p> <p>K.8 For the purpose of defining the insured under insurance policies required by the Contract, the Principal means the State of NSW / Minister for the Environment for the State of NSW, Director-General of the NSW Department of Environment and Climate Change, and employees and agents of the NSW Department of Environment and Climate Change.</p>
<b>L. Assignment and subcontracting</b>	<p>L.1 The Contractor must not assign any interests in the Contract, or subcontract any part of the Services, without the written consent of the Principal's Representative. The Contractor will remain fully responsible for the Services as if it carried them out itself, and not be relieved from its obligations and liabilities under the Contract where such consent is given.</p>
<b>M. Notices</b>	<p>M.1 Notices in connection with the Contract must be in writing addressed to the intended recipient at the address last notified by the intended recipient to the sender.</p> <p>M.2 Notices may be:</p> <ul style="list-style-type: none"> <li>(a) given personally to the Principal's Representative or Contractor's Representative; or</li> <li>(b) left at the address last notified; or</li> <li>(c) sent by pre-paid post to the address last notified, where they will be taken to be received on the third day after posting; or</li> <li>(d) sent by facsimile or e-mail to the number last notified where they will be taken to be received on the date/time on the transmission report.</li> </ul> <p>M.3 Notices will be taken to have been given or made (in the case of delivery in person or by facsimile, e-mail or post) on the day (or next business day if not a business day) it is delivered, transmitted, received or left at the specified address as indicated above.</p>
<b>N. Joint and several liability</b>	<p>N.1 If two or more persons enter the Contract as the Contractor, then each of them individually and all of them jointly must comply with its conditions, and they will be jointly and severally liable under the Contract.</p> <p>N.2 A notice given to or by anyone of them will be treated as a notice to or by all of them.</p>
<b>O. Governing law</b>	<p>O.1 The Contract is governed by the laws of New South Wales. The Principal and the Contractor agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.</p> <p>O.2 The Contractor and the Services must comply with all legislation, ordinances, regulations, by-laws, instruments, codes and notices from, and requirements of, statutory authorities in carrying out the Services.</p>
<b>P. Discrepancies</b>	<p>P.1 If the Contractor considers there are omissions, inconsistencies, discrepancies or ambiguities in the information/documents provided by the Principal to the Contractor, it must as soon as practical give written notice to the Principal's Representative detailing these, and any variation it considers necessary to enable it to comply with the Contract.</p> <p>P.2 As soon as practicable the Principal's Representative must give the Contractor appropriate instructions to resolve any issues notified and enable it to undertake the Services, and it must follow those instructions.</p> <p>P.3 Any change to the Services resulting from these instructions will be regarded as a variation under clause G.</p>
<b>Q. Protection of fauna, flora and Aboriginal relics</b>	<p>Q.1 The Contractor must avoid unnecessary interference with or damage to native plants and animals or their habitats. If the Services, or any built assets designed as part of the Services, may interfere with native plants or animals or their habitats then the Contractor must inform the Principal's Representative immediately and, where</p>

## 2. General Conditions of Contract

	<p>necessary to prevent such interference, stop work until the Principal's Representative has consented to its resumption.</p> <p>Q.2 If the Contractor discovers anything which it thinks may be an Aboriginal relic or site then it must immediately stop all work that may damage that relic or site and contact the Principal's Representative. Note that it is against the law to interfere with or damage Aboriginal relics or sites unless authorised in writing by the Department of Environment and Climate Change to do so.</p> <p>Q.3 Bringing animals into a Park is an offence under the <i>National Parks and Wildlife Act, 1974</i>. Owners of animals will be subject to the law enforcement processes of the <i>Act</i>, including issue of infringement notices and immediate removal of the animal and animal handler/owner from the Park.</p>
<b>R. Suspension of the Services</b>	<p>R.1 The Principal may require the Contractor to suspend all or part of the Services when in good faith the Principal determines it is appropriate to do so or in the circumstances specified in the Technical Brief, and the Contractor must comply and recommence the suspended work as soon as practicable after being instructed to do so by the Principal.</p> <p>R.2 The Principal will only be liable for extra costs or expenses incurred (over those covered by the amounts due and payable under the Contract at the date the Services were suspended under this clause R) where the need for the suspension is due to an act or omission of the Principal. The Principal and the Contractor must meet to agree on any reasonable extra amounts payable to the Contractor that resulted from the suspension. If they do not agree within 14 days after the meeting, the Principal will assess those extra amounts.</p>
<b>S. Occupational Health and Safety management</b>	<p>1. In accordance with the NSW Government <i>OHS Management Systems Guidelines</i>, and the Principal's OHS Risk Management System, the Contractor must document and implement a safety management plan and safe method statements, or equivalent, for the Contract in accordance with "Contract Schedule 1 – Occupational Health and Safety Management", and submit them to the Principal prior to commencing related work under the Contract. Details of any Contract awarded as a result of this tender process may be disclosed in accordance with NSW Government policy. Information that may be disclosed includes information about the Contract, the identity of the successful Tenderer, the price payable under the Contract, significant evaluation criteria and Contract provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.</p>
<b>T. Disclosure of information</b>	<p>Details of any Contract awarded as a result of this tender process may be disclosed in accordance with NSW Government policy. Information that may be disclosed includes information about the Contract, the identity of the successful Tenderer, the price payable under the Contract, significant evaluation criteria and Contract provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.</p> <p>The Principal may publish the identities of all Tenderers, but will not disclose other information included in an unsuccessful tender unless the relevant Tenderer agrees, or release is determined under the <i>Freedom of Information Act 1989</i> or is otherwise legally required.</p> <p>For contracts valued over \$150,000, the Principal will normally publish the names of Tenderers when tenders close, and the other information about the Contract specified above, will be posted on the Department of commerce e tendering website <a href="http://tenders.nsw.gov.au">http://tenders.nsw.gov.au</a> within 60 days after award of the contract.</p>
<b>U. Meaning of words</b>	<p><b>business day</b> means any day other than a Saturday, Sunday, public holiday in New South Wales, or 27, 28, 29, 30 or 31 December.</p> <p><b>Contractor</b> is the entity named in the tender accepted by the Principal in the letter of acceptance, as the consultant or professional services provider engaged under the Contract to carry out the Services.</p> <p><b>Contract Price</b> is the lump sum, where the Principal accepts this for all the services under the Contract; or the amount calculated by multiplying the rates by their respective estimated quantities in a Schedule of Rates and adding those products and any lump sums in the Schedule of Rates, where the Principal accepts lump sum and/or rates.</p> <p><b>day</b> means calendar day.</p>

## 2. General Conditions of Contract

---

**design** means any engineering (including but not limited to geotechnical, civil, structural, mechanical and electrical), architectural and other design work to be carried out as part of the Services.

**Contract Materials** means anything brought or required to be brought into existence as part of, or for the purpose of, carrying out, or in connection with, the Services, including all research, field and working notes, reports, technical information, plans, charts, drawings, calculations, tables, schedules, electronic tape and photographic recordings, photographic negatives and positives, artefacts, moulds, models, and any other such data (stored by any means) and documents relevant to the Contract.

**Park** means a national park, historic site, state conservation area, regional park, nature reserve, karst conservation reserve, Aboriginal area or other land reserved under the *National Parks and Wildlife Act 1974*, or any land acquired by the Minister under Part 11 of the *National Parks and Wildlife Act 1974*, and includes all roads and waters within the boundaries of any such park, site, area, reserve or land.

---

End of General Conditions of Contract

### 3. Contract Schedules

---

#### CONTRACT SCHEDULE 1 – OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

In accordance with the clause *Occupational Health and Safety management*, the Contractor must prepare and implement a safety management plan and safe method statements for the Services, and submit them to the Principal prior to commencing related work under the Contract.

**1. The Contractor's safety management plan must:**

- show the name and registered office address of the organisation;
- be signed and dated by a senior management representative of the organisation; and
- address and describe each of the safety management elements outlined below, as they relate to the Services, including any subcontractors involved:
  - a statement of responsibilities for all those with an OHS responsibility with the Services;
  - arrangements for OHS induction and training;
  - hazard identification and risk assessment, with risk control and review processes;
  - arrangements for managing OHS issues/non-conformances, with the name of the responsible person(s); and
  - identification of, and means of documenting and implementing, safe method statements.

**2. The Contractor's safe method statements must:**

- be on organisation's letterhead and show the name and registered office address of the organisation; and
- show the signature of a senior management representative of that organisation and the date signed.

**3. The Contractor's safe method statements must be prepared for all work activities and services assessed as involving a significant health and safety risk (including in constructing and operating to suit a product of the services) and must include a description of the following:**

- the work activities to be undertaken, including the step-by-step sequence involved in doing the work and the identification of activities and products with health and safety hazards and risks;
- the potential health and safety hazards and risks associated with the work/services/products and with each step of the work;
- the controls that will be in place to minimise the significant hazards and risks;
- all precautions to be taken to protect health and safety;
- all health and safety instructions to be given to persons involved with the work/services and use of the products;
- all health and safety legislation, codes or standards applicable to the work/services and use of the products, and where these are kept;
- the names and qualifications of those who will:
  - **supervise the work/services; and**
  - **inspect and approve work/services products, work methods, protective measures, equipment and control methods;**
- what training is given to people involved with the work/services and products;
- the names of those who will be or have been trained in the activities described in the safe method statements, and the names and qualifications of those responsible for training them;
- identification of the equipment that will most likely be used in carrying out the Contract (eg. printing equipment, 2-way radios, tracking devices, computers, electrical leads, machinery, plant and the like); and
- the inspection, operation and maintenance checks that will be or have been carried out with the products and on any equipment listed.

## 4. Technical Brief

---

### 1. INTRODUCTION

The NSW Department of Environment and Climate Change (DECC) wishes to commission a suitably qualified contractor to provide an estimate of the number of visits to parks managed by the Parks and Wildlife Group in 2008 and the participation in activities on park. The successful contractor will obtain the estimates using Computer Assisted Telephone Interviewing (CATI) surveys.

DECC is tendering Stage 1 and Stage 2 and reserves the right to proceed with either both stages or Stage 1 only.

### 2. BACKGROUND TO STUDY

The NSW State Plan identifies a target to increase the number of visits to State Government parks and reserves by 20 per cent by 2016. In order to track a 20 per cent increase in the number of visits over ten years, DECC requires an accurate measure of the number of visits to parks managed by our Parks and Wildlife Group (PWG). DECC also wishes to collect data on participation in different activities on park for visitation planning purposes.

DECC recently commissioned a pilot study to adapt a method developed by Parks Victoria to collect this data using CATI surveys. DECC now wishes to commission a suitably qualified contractor to use the method to provide an estimate of the number of visits to PWG-managed parks in 2008 and the participation in activities on park.

PWG manages around 780 parks and reserves in New South Wales, including wilderness areas, national parks, nature reserves, state conservation areas and regional parks. A major challenge in using a survey methodology to estimate number of visits arises because the wider community does not always distinguish between PWG-managed parks and other parks.

### 3. OBJECTIVES

The objectives of this study are:

1. To obtain an estimate and confidence limits of total visits to PWG-managed parks in 2008 with a precision of between 8-10% of the true mean.
2. To compare visits by different demographic groups to PWG-managed parks.
3. To obtain an estimate of the proportion of visitors participating in different activities on park and compare participation between different demographic groups.

### 4. TASKS

DECC is tendering Stage 1 and Stage 2 and reserves the right to proceed with either both stages or Stage 1 only.

#### STAGE 1

##### Task 1A: CATI surveys

Task 1A requires the contractor to interview residents over the age of 18 of Sydney, other areas in New South Wales, the ACT and Victoria for one year. The contractor should use the survey questions provided in Appendix 1 plus standard demographic questions.

DECC will provide look-up tables to program into the CATI system to assist interviewers in converting respondents' answers into park names. The tables will include both PWG-managed parks and other commonly-visited parks. DECC and the contractor will need to revise and build on these tables over time to improve their useability.

## 4. Technical Brief

The contractor will need to back-code park names into two categories: (i) PWG-managed parks; and (ii) Other parks. DECC will collaborate with the contractor to correctly categorise unknown parks.

The below table presents indicative incidence rates for visiting PWG-managed parks in a four week period, as determined by the pilot survey. Tenderers should provide a sampling plan (including sampling structure) that will achieve an estimate of total visits by residents from the areas surveyed with a precision of between 8-10% of the true mean. Please note that the period covered by the pilot survey included the September school holiday period in all Australian States and Territories, so incidence rates provided in the table should be considered the maximum incidence rates likely to be achieved.

The sampling plan may utilise an omnibus survey(s), an omnibus survey(s) plus a boost survey, or a stand-alone survey. Please note that if omnibus surveys are used we would expect the questions to be positioned at the same place in the survey every time it is conducted. We will look favourably upon tenders that can guarantee the questions will be positioned at the beginning of the survey after the introduction.

Surveying should be conducted at least every four weeks for a year, but tenderers may like to consider options such as fortnightly sampling or weekly sampling. Sampling may vary between regions to achieve a more precise estimate (e.g. sampling more frequently in regions that contribute a greater number of visits). We welcome tenders that present different options for consideration.

State/region	Incidence rate for visiting PWG-managed parks in a 4 week period
Sydney	28.64%
Other NSW	25.58%
ACT	9.80%
Victoria	2.23%

### Task 1B: Estimate visitation by children

Task 1B involves estimating the number of visits by children under the age of 18 using the data collected in Task 1 under QCHILDREN, Q4, Q5, Q9 and Q10 (see Appendix 1).

### Task 1C: Report number of visits to DECC-managed parks for quarters 1-2, 3-4 and the entire year

Task 1C requires the contractor to calculate an estimate and confidence limits of total visits to DECC-managed parks for quarters 1-2, 3-4 and the entire year. DECC will provide information on likely visitation from residents of States not included in the telephone survey and international visitors to supplement the data collected in Task 1A and the estimate of visitation by children determined in Task 1B. The contractor should also analyse visits by demographic characteristics.

The contractor should report total visits for quarters 1-2, and analyses by demographic characteristics in a mid-year report. The contractor should report total visits for quarters 3-4 and the entire year, and analyses by demographic characteristics in a full year report.

### Task 1D: Report participation in different activities on park

Task 1D requires the contractor to use the data collected in Task 1A to estimate the proportion of visitors participating in different activities on park. The contractor should also analyse participation in different activities by demographic characteristics.

The contractor should report participation in different activities for quarters 1-2 and analyses by demographic characteristics in a mid-year report. The contractor should report participation in different activities for quarters 3-4 and the entire year and analyses by demographic characteristics in a full year report.



## 4. Technical Brief

---

### STAGE 2

#### Task 2A: CATI surveys in southern and south-east Queensland

Task 2A involves interviewing residents over the age of 18 of a number of local council areas in southern and south-east Queensland for one year: Bulloo, Paroo, Balonne, Goondiwindi, Waggamba, Inglewood, Stanthorpe, Warrick, Boomah, Beaudesert, Gold Coast, Ipswich, Logan, Redland, Brisbane, Pine Rivers, Caboolture, Caloundra, Maroochy, Noosa, Clifton, Cambooya, Gatton, Toowomba, Laidley, Crows Nest, Esk, Cilcoy, Cooloolah. The contractor should use the questions provided for Melbourne and Victoria in Appendix 1 plus standard demographic questions. Look-up tables and back-coding will be required as for Task 1A.

In Queensland, incidence rates for visiting PWG-managed parks in the last four weeks were 1.98% in the pilot study. Please note that this incidence rate includes the whole of Queensland; incidence rates for southern and south-east Queensland only are likely to be higher. Tenderers should provide a sampling plan for surveying the local council areas listed above that, **if added to the interviews completed for Task 1A**, would achieve an estimate of total visits by residents from the areas surveyed with a precision of between 8-10% of the true mean.

#### Task 2B: Estimate visitation by child residents of southern and south-east Queensland

Task 2B involves estimating the number of visits by children under the age of 18 who are residents of southern and south-east Queensland (using the method used for Task 1B).

#### Task 2C: Include visits and participation in activities by residents of southern and south-east Queensland in reports

Task 2C requires the contractor to include the data collected in Task 2A and the estimate of visitation determined in Task 2B in the calculations and reports prepared for Tasks 1C and 1D.

## 5. PROJECT MANAGEMENT

The project manager and contact officer for questions regarding this brief is:

Narelle King  
Visitor Data and Research Officer  
Parks and Wildlife Group  
NSW Department of Environment and Climate Change  
PO BOX 1967  
Hurstville NSW 2220  
02 9585 6538  
E-mail: narelle.king@environment.nsw.gov.au

## 6. DELIVERABLES

The successful Contractor engaged for the study will be required to provide the following deliverables:

- Attend meetings as required.
- Draft mid-year and full year reports in MS Word 2003 compatible format.
- Final mid-year and full year reports, incorporating any changes to the draft reports required by the Project Manager, in MS Word 2003 compatible format.
- Presentations of reports to the Principle.
- Mid-year and full year data in MS Excel 2003 compatible format and SPSS or another recommended platform.
- Revised lookup tables in MS Excel 2003 or Ms Word 2003 compatible format.

## **4. Technical Brief**

---

### **7. TIMETABLE AND BUDGET**

It is proposed that the successful contractor will be appointed by 18 January 2008, with work to commence immediately after that date and the first surveys to commence as soon as practicable. The target is to conduct surveys covering an entire year. Final report is to be submitted one month after completion of surveys.

Proposals of up to \$260,000 excluding GST for Stages 1 and 2 will be considered, but please note that in the scoring system for tender evaluation the ratio of price to non-price criteria will be 40:60.

## 5. Appendices

---

### APPENDIX: Survey questions

#### OMNIBUS SURVEY INTRODUCTION

*Good [Morning/Afternoon/Evening]. My name is (SAY NAME) from ... . We are conducting a short survey on various topics and would like your opinions.*

#### STAND ALONE SURVEY INTRODUCTION

*Good [Morning/Afternoon/Evening]. My name is (SAY NAME) from ... . We are conducting a short survey about visiting parks.*

#### REGION

1. Sydney
2. Remainder NSW
3. ACT
4. Melbourne
5. Remainder VIC

[Single Response]

#### **QSEX.** RECORD SEX OF RESPONDENT

1. MALE
2. FEMALE

*Firstly, I'd like to ask you some questions about you and your household.*

[Single Response]

#### **QAGE.** Would you mind telling me your approximate age please?

1. 18-24
2. 25-29
3. 30-34
4. 35-39
5. 40-44
6. 45-49
7. 50-54
8. 55-59
9. 60-64
10. 65-69
11. 70+
12. REFUSED

#### **IF AGE REFUSED (CODE 12 AT QAGE), TERMINATE.**

*Thank you for your time and assistance. Unfortunately we need to be able to confirm your age to continue with this survey.*

#### **QUOTA – SEX by AGE by REGION**

##### **SEX by AGE**

1. Male 18-24
2. Male 25-34
3. Male 35-49
4. Male 50+
5. Female 18-24
6. Female 25-34
7. Female 35-49
8. Female 50+

#### **IF QUOTA ACHIEVED, TERMINATE.**

*Thank you for your time and assistance, but we need to speak to people in different age groups.*

## 5. Appendices

---

[Quantity]

**QCHILDREN.** How many children under 18 live in this household?

RECORD NUMBER

INTERVIEWER NOTE: RECORD NO CHILDREN AS 0. RECORD CAN'T SAY/REFUSED AS 99

**IF NO. CHILDREN CAN'T SAY/REFUSED (CODE 99 AT QCHILDREN), TERMINATE OR GO TO NEXT SECTION OF OMNIBUS.**

*IF TERMINATION, SAY: Thank you for your time and assistance. Unfortunately we need to be able to confirm the number of children under 18 living in the household to continue with this survey.*

**IF INTERSTATE RESPONDENT (CODES 3, 4 OR 5 AT REGION), ASK:**

[Single Response]

**QTRAVEL.** Have you visited New South Wales within the last 4 weeks?

1. WITHIN LAST 4 WEEKS
2. HAVE NOT VISITED IN THE LAST 4 WEEKS
3. CAN'T SAY

**IF NOT VISITED NSW IN LAST 4 WEEKS (CODES 3-4 AT QTRAVEL), TERMINATE OR GO TO NEXT SECTION OF OMNIBUS.**

*IF TERMINATION, SAY: Thank you for your time and assistance, however, we need to speak with people who have been to New South Wales in the last 4 weeks.*

**IF VIC RESPONDENT (CODES 4 OR 5 AT REGION), ASK:**

[Single Response]

**QPARK1.** Thinking about PARKS anywhere at all in New South Wales, including the city or suburbs of Sydney. Excluding local council parks, have you visited National Parks, State Conservation Areas, Nature Reserves, State Forests, or any other parks in New South Wales within the last 4 weeks?

IF NECESSARY SAY: By parks I DO NOT MEAN botanical gardens, zoos, wildlife parks or any local council parks.

1. YES
2. NO
3. CAN'T SAY

**IF NOT VISITED A PARK IN LAST 4 WEEKS (CODES 2-3 AT QPARK1), TERMINATE OR GO TO NEXT SECTION OF OMNIBUS.**

*IF TERMINATION, SAY: Thank you for your time and assistance. We are collecting information about the frequency of visits to parks in New South Wales in the last four weeks.*

**IF NSW OR ACT RESPONDENT (CODES 1, 2 OR 3 AT REGION), ASK:**

[Single Response]

**QPARK2.** Thinking about PARKS anywhere at all in New South Wales, including the city or suburbs of Sydney. Excluding local council parks, have you visited National Parks, State Conservation Areas, Nature Reserves, State Forests, or any other parks in New South Wales within the last 4 weeks?

IF NECESSARY SAY: By parks I DO NOT MEAN botanical gardens, zoos, wildlife parks or any local council parks.

1. YES
2. NO
3. CAN'T SAY

**IF NOT VISITED A PARK IN LAST 4 WEEKS (CODES 2-3 AT QPARK2), TERMINATE OR GO TO NEXT SECTION OF OMNIBUS.**

*IF TERMINATION, SAY: Thank you for your time and assistance. We are collecting information about the frequency of visits to parks in New South Wales in the last four weeks.*

## 5. Appendices

---

### IF VISITED A PARK IN LAST 4 WEEKS (CODE 1 AT QPARK1 OR QPARK2), ASK:

[Single Response]

**Q1.** What is the NAME of the National Park, State Conservation Area, Nature Reserve, State Forest or other park you visited MOST RECENTLY in the past 4 weeks?

IF NECESSARY SAY: By parks I DO NOT MEAN botanical gardens, zoos, wildlife parks or any local council parks.

- 1. Aberbaldie Nature Reserve
- 2. Abercombie Karst Conservation Research
- 3. Abercombie River National Park
- 4. Agnes Banks Nature Reserve
- ↓
- 438. Merriwindi – State Conservation Area OR State Forest
- ↓
- 781. Yurammie State Conservation Area
- 782. Yuranighs Aboriginal Grave Historic Site
- 783. Yuraygir National Park
- 784. Yuraygir State Conservation Area
- ↓
- 801. Centennial Park
- 802. Hyde Park
- ↓
- 901. State Forest
- ↓
- 997. Other (Specify)
- 998. Can't Say

### IF A PARK NAME CAN BE EITHER A DECC MANAGED PARK OR SOME OTHER PARK (SEE MERRIWINDI EXAMPLE)

#### IF NAMED MERRIWINDI (CODE 438 AT Q1), ASK:

[Single Response]

**Q1N.** Was that Merriwindi State Conservation Area or Merriwindi State Forest

- 438. Merriwindi State Conservation Area
- 901. State Forest
- 998. Can't Say

#### IF CAN'T SAY PARK NAME (CODE 998 AT Q1 OR Q1A OR ... Q1N etc. ), ASK:

[Single Response]

**Q2.** Where was the park located? What town or suburb was it close to?

INTERVIEWER INSTRUCTION: GO TO RELEVANT TOWN/SUBURB AND ASK: Would it have been ... ?

READ OUT LIST OF PARKS IN CLOSE PROXIMITY TO THIS TOWN/SUBURB

CODE TO LIST AS PER Q1.

IF NECESSARY CODE AS:

- 997. Other (Specify)
- 998. Can't Say

#### IF VISITED MOST RECENT PARK (CODE 1 TO 998 AT Q1 OR Q1A OR ... Q1N etc. ), ASK:

[Quantity]

**Q3.** How many times did you visit [PARK NAME] in the last 4 weeks?

RECORD NUMBER

INTERVIEWER NOTE: RECORD CAN'T SAY/REFUSED AS 99

## 5. Appendices

---

### **IF NO. VISITS 10 OR MORE (CODE >9 ON Q3), ASK:**

[Single]

**Q3A.** That's a large number of visits over the last 4 weeks, is [SAY NUMBER] visits correct?

1. YES – NUMBER OF VISITS CONFIRMED
2. NO – NUMBER TO BE AMENDED

### **IF NUMBER OF VISITS TO BE AMENDED (CODE 2 ON Q3A): RECODE Q3**

### **IF ONE VISIT ONLY (CODE AT Q3 =1), ASK:**

[Quantity]

**Q4.** How many children under 18 living in your household visited [PARK NAME] with you on this visit?

RECORD NUMBER

INTERVIEWER NOTE: RECORD NO CHILDREN AS 0. RECORD CAN'T SAY/REFUSED AS 99

### **IF NO. CHILDREN IN VISIT IS GREATER THAN NO. CHILDREN IN HOUSEHOLD (CODE AT Q4 > CODE AT QCHILDREN), ASK:**

[Single]

**Q4A.** You indicated that the number of children under 18 living in your household is [NO. from QCHILDREN], but the number of children under 18 living in your household that visited [PARK NAME] with you was [No. from Q4]. Which is correct?

1. NUMBER OF CHILDREN IN HH CONFIRMED
2. NUMBER OF CHILDREN VISITING PARK CONFIRMED

### **IF NUMBER OF CHILDREN IN HH CONFIRMED (CODE 1 ON Q4A): RECODE Q4 TO BE LESS THAN OR EQUAL TO NO. AT QCHILDREN**

### **IF NUMBER OF CHILDREN IN VISITING PARK CONFIRMED (CODE 2 ON Q4A): RECODE QCHILDREN TO BE EQUAL TO NO. AT Q4**

### **IF MORE THAN ONE VISIT (CODE AT Q3 >1), ASK:**

[Quantity]

**Q5.** On your MOST RECENT visit to [PARK NAME], how many children under 18 living in your household visited with you?

RECORD NUMBER

INTERVIEWER NOTE: RECORD NO CHILDREN AS 0. RECORD CAN'T SAY/REFUSED AS 99

### **IF NO. CHILDREN IN VISIT IS GREATER THAN NO. CHILDREN IN HOUSEHOLD (CODE AT Q5 > CODE AT QCHILDREN), ASK:**

[Single]

**Q5A.** You indicated that the number of children under 18 living in your household is [NO. from QCHILDREN], but the number of children under 18 living in your household that visited [PARK NAME] with you on your most recent visit was [No. from Q5]. Which is correct?

1. NUMBER OF CHILDREN IN HH CONFIRMED
2. NUMBER OF CHILDREN VISITING PARK CONFIRMED

### **IF NUMBER OF CHILDREN IN HH CONFIRMED (CODE 1 ON Q5A): RECODE Q5 TO BE LESS THAN OR EQUAL TO NO. AT QCHILDREN**

### **IF NUMBER OF CHILDREN IN VISITING PARK CONFIRMED (CODE 2 ON Q5A): RECODE QCHILDREN TO BE EQUAL TO NO. AT Q5**

## 5. Appendices

---

**IF VISITED MOST RECENT PARK (CODE 1 TO 998 AT Q1 OR Q1A OR ... Q1N etc. ), ASK:**

[Multiple Response]

**Q3.** What ACTIVITIES did you undertake during your MOST RECENT visit to [PARK NAME]?

1. Aboriginal Heritage appreciation
2. Accommodation
3. Astronomy/star gazing
- ↓
33. Overnight walking
34. Photography
- ↓
64. Wildlife watching
65. Working
- ↓
97. Other (specify)
98. Can't say
99. No/no specific activity

**IF VISITED A PARK IN LAST 4 WEEKS (CODE 1 AT QPARK1 OR QPARK2), ASK:**

[Single Response]

**Q6.** What is the NAME of ANOTHER National Park, State Conservation Area, Nature Reserve, State Forest or other park you visited in the past 4 weeks?

IF NECESSARY SAY: By parks I DO NOT MEAN botanical gardens, zoos, wildlife parks or any local council parks.

1. Aberbaldie Nature Reserve
2. Abercombe Karst Conservation Research
3. Abercombe River National Park
4. Agnes Banks Nature Reserve
- ↓
438. Merriwindi – State Conservation Area OR State Forest
- ↓
781. Yurammie State Conservation Area
782. Yuranighs Aboriginal Grave Historic Site
783. Yuraygir National Park
784. Yuraygir State Conservation Area
- ↓
801. Centennial Park
802. Hyde Park
- ↓
901. State Forest
- ↓
997. Other (Specify)
998. Can't Say
999. None/no other park

## 5. Appendices

---

### IF A PARK NAME CAN BE EITHER A DECC MANAGED PARK OR SOME OTHER PARK (SEE MERRIWINDI EXAMPLE)

#### IF NAMED MERRIWINDI (CODE 438 AT Q6), ASK:

[Single Response]

**Q6N.** Was that Merriwindi State Conservation Area or Merriwindi State Forest

- 438. Merriwindi State Conservation Area
- 901. State Forest
- 998. Can't Say

#### IF CAN'T SAY PARK NAME (CODE 998 AT Q6 OR Q6A OR ... Q6N etc. ), ASK:

[Single Response]

**Q7.** Where was the park located? What town or suburb was it close to?

INTERVIEWER INSTRUCTION: GO TO RELEVANT TOWN/SUBURB AND ASK: Would it have been ... ?

READ OUT LIST OF PARKS IN CLOSE PROXIMITY TO THIS TOWN/SUBURB

CODE TO LIST AS PER Q1.

IF NECESSARY CODE AS:

- 997. Other (Specify)
- 998. Can't Say

#### IF VISITED MOST RECENT PARK (CODE 1 TO 998 AT Q6 OR Q6A OR ... Q6N etc. ), ASK:

[Quantity]

**Q8.** How many times did you visit [PARK NAME] in the last 4 weeks?

RECORD NUMBER

INTERVIEWER NOTE: RECORD CAN'T SAY/REFUSED AS 99

#### IF NO. VISITS 10 OR MORE (CODE >9 ON Q8), ASK:

[Single]

**Q8A.** That's a large number of visits over the last 4 weeks, is [SAY NUMBER] visits correct?

- 1. YES – NUMBER OF VISITS CONFIRMED
- 2. NO – NUMBER TO BE AMENDED

#### IF NUMBER OF VISITS TO BE AMENDED (CODE 2 ON Q8A): RECODE Q8

#### IF ONE VISIT ONLY (CODE AT Q8 =1), ASK:

[Quantity]

**Q9.** How many children under 18 living in your household visited [PARK NAME] with you on this visit?

RECORD NUMBER

INTERVIEWER NOTE: RECORD NO CHILDREN AS 0. RECORD CAN'T SAY/REFUSED AS 99



## 5. Appendices

---

**IF NO. CHILDREN IN VISIT IS GREATER THAN NO. CHILDREN IN HOUSEHOLD (CODE AT Q9 > CODE AT QCHILDREN), ASK:**

[Single]

**Q9A.** You indicated that the number of children under 18 living in your household is [NO. from QCHILDREN], but the number of children under 18 living in your household that visited [PARK NAME] with you was [No. from Q9]. Which is correct?

1. NUMBER OF CHILDREN IN HH CONFIRMED
2. NUMBER OF CHILDREN VISITING PARK CONFIRMED

**IF NUMBER OF CHILDREN IN HH CONFIRMED (CODE 1 ON Q9A):  
RECODE Q9 TO BE LESS THAN OR EQUAL TO NO. AT QCHILDREN**

**IF NUMBER OF CHILDREN IN VISITING PARK CONFIRMED (CODE 2  
ON Q9A): RECODE QCHILDREN TO BE EQUAL TO NO. AT Q9**

**IF MORE THAN ONE VISIT (CODE AT Q8 >1), ASK:**

[Quantity]

**Q10.** On your MOST RECENT visit to [PARK NAME], how many children under 18 living in your household visited with you?

RECORD NUMBER

INTERVIEWER NOTE: RECORD NO CHILDREN AS 0. RECORD CAN'T  
SAY/REFUSED AS 99

**IF NO. CHILDREN IN VISIT IS GREATER THAN NO. CHILDREN IN HOUSEHOLD (CODE AT Q10 > CODE AT QCHILDREN), ASK:**

[Single]

**Q10A.** You indicated that the number of children under 18 living in your household is [NO. from QCHILDREN], but the number of children under 18 living in your household that visited [PARK NAME] with you on your most recent visit was [No. from Q10]. Which is correct?

1. NUMBER OF CHILDREN IN HH CONFIRMED
2. NUMBER OF CHILDREN VISITING PARK CONFIRMED

**IF NUMBER OF CHILDREN IN HH CONFIRMED (CODE 1 ON Q10A):  
RECODE Q10 TO BE LESS THAN OR EQUAL TO NO. AT QCHILDREN**

**IF NUMBER OF CHILDREN IN VISITING PARK CONFIRMED (CODE 2  
ON Q10A): RECODE QCHILDREN TO BE EQUAL TO NO. AT Q10**

**IF VISITED MOST RECENT PARK (CODE 1 TO 998 AT Q6 OR Q6A OR ... Q6N etc. ), ASK:**

[Multiple Response]

**Q11.** What ACTIVITIES did you undertake during your MOST RECENT visit to [PARK NAME]?

1. Aboriginal Heritage appreciation
2. Accommodation
3. Astronomy/star gazing
- ↓
33. Overnight walking
34. Photography
- ↓
63. Wildlife watching
64. Working
- ↓
97. Other (specify)
98. Can't say
99. No/no specific activity

## 5. Appendices

---

**REPEAT SERIES Q6 TO Q11 UNTIL RESPONDENT HAS NOT VISITED ANY OTHER PARK IN THE LAST 4 WEEKS**

GO TO NEXT SECTION OF OMNIBUS OR GO TO DEMOGRAPHICS SECTION

### **DEMOGRAPHICS**

*Finally a few more questions about you and your household.*

DEMOGRAPHICS AS PER STANDARD OMNIBUS SURVEYS

*Thank you for your time and assistance. This market research is carried out in compliance with the Privacy Act, and the information you provided will be used only for research purposes.*

*We are conducting this research on behalf of the NSW Department of Environment and Climate Change.*

**END**