

Strategic Procurement

Part A – Conditions of Proposal



NSW Police Force



Part A - Conditions of Proposal

Request for Proposal (RFP)

Learning Management System

Request for Proposal Number: 001786

Issued

11 February 2019

This Request for Proposal closes

2:00pm AEDT

12 March 2019

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1 Request for Proposal summary

RFP Name	Learning Management System
RFP Number	001786
RFP Closing Time and Date	2:00pm AEDT 12 March 2019
Tender Box	eTendering website https://tenders.nsw.gov.au/
Enquiries / Tender contact person	Lilly Favaloro +61 2 8835 9516 procurement@police.nsw.gov.au

2 Overview

2.1 Objective

- a. This Request for Proposal (**RFP**) is issued by New South Wales Police Force (**NSWPF**) for a learning management system, under the Procure IT Framework Version 3.2 Agreement (contained at Part B).
- b. The objective of this RFP is to seek Proposals for the provision of the Deliverables, on the terms and conditions of the Agreement.

2.2 Structure

- a. This RFP is comprised of the following documents:
 - i. Part A – Conditions of Proposal: This is an executive summary of main objectives and expectations for the RFP. Part A also provides the terms and conditions of the RFP.
 - ii. Part B – Agreement: This is the draft agreement relating to the delivery of a Learning Management System solution to be entered into between the successful respondent (if any) and NSWPF.
 - iii. Part C – Specifications: This is a description of the requirements for the services or goods to be acquired under this RFP.
 - iv. Part D – Response Template: This is the response schedules which respondents must complete and submit with their response, and
 - v. Part D1 – Pricing Table Template: This is the pricing response schedule which respondents must complete and submit with their response.
 - vi. Confidentiality Deed Poll: For completion and submission to:
 - A. Email: procurement@police.nsw.gov.au
- b. This RFP must be downloaded by respondents electronically from the eTendering website. In order to download an electronic copy of this RFP, respondents need to register as a site user on the eTendering website.
- c. The initial RFP release provides Part A and the Confidentiality Deed Poll. Access to Part B, C and D will require completion and submission by respondents of an included Confidentiality Deed Poll. A Confidentiality Deed

Poll must also be completed and submitted to the NSWPF by any proposed subcontractor of a respondent requiring access to Part B, C and D.

- d. NSWPF reserves the right to request more information from a respondent.
- e. NSWPF reserves the right to reject any respondent's request to access Part B, C and D even though the Confidentiality Deed Poll has been completed and submitted.

2.3 Facts on the NSWPF

- a. General facts
 - i. NSWPF is Australia's oldest and largest police organisation and one of the biggest in the world.
 - ii. NSWPF has a large and diverse workforce.
 - iii. Please [click here](#) for the most recent public information regarding the NSWPF.
 - iv. NSWPF serves a population of seven million in the state of New South Wales, an 801,600 square kilometre area comparable in size to Texas in the USA and double the combined geographic areas of England, Scotland and Wales.
 - v. NSWPF operates on land, sea and from the air.
 - vi. NSWPF provides community based policing from more than 400 police stations to a wide range of ethnic communities speaking more than 30 languages.
 - vii. NSWPF is a non-profit statutory authority funded by the NSW Government.
- b. The NSWPF aims to protect the community and property by:
 - i. preventing, detecting and investigating crime
 - ii. monitoring and promoting road safety
 - iii. maintaining social order, and
 - iv. performing and coordinating emergency and rescue operations.
- c. Other major services provided by the NSWPF:
 - i. traffic control
 - ii. communications
 - iii. intelligence analysis, and
 - iv. anti-terrorist negotiation.
- d. NSWPF history
 - i. In August 1789, Governor Arthur Phillip established the first civilian police force in Australia.
 - ii. The NSWPF was established by the *Police Regulation Act 1862*, which was replaced by the *Police Regulation Act 1899*.
 - iii. In June 1987, the NSWPF (operations) and the NSW Police Department (policy and administrative support) were amalgamated and formalised by the *Police Act 1990*, which, as amended, is the primary legislation governing the organisation.

3 Glossary

In this RFP, all words and expressions will (unless the context otherwise requires) have the meanings set out below.

Addendum means any addenda issued under paragraph 6.4 of Part A to this RFP.

Agreement means the draft agreement contained in Part B of this RFP, to be entered into between NSWPF and the successful respondent (if any).

Alternative Proposal means an alternative Proposal submitted in accordance with paragraph 4.8f of Part A of this RFP.

Closing Date and Time means the date and time listed on the cover page of this Part.

Confidentiality Deed Poll means the Confidentiality Deed Poll signed by the respondent before receipt of this RFP.

Conforming Proposal means a Proposal which conforms in all material respects to:

- a. the terms and conditions of this RFP, including paragraph 4.7 of Part A
- b. the terms and conditions of the Agreement
- c. other Parts of this RFP, and

is in the prescribed form (Part D and Part D1).

Contact Officer means the NSWPF officer specified in paragraph 4.5 of Part A of this RFP.

Deliverables means the goods or services described in Part C of this RFP.

eTendering website means the [NSW Government eTendering website](#) or such other address as may be used by the NSW Government for eTendering from time to time.

Evaluation Committee means a committee established by NSWPF to evaluate Proposals and make recommendations to NSWPF about the RFP.

Evaluation Criteria means those criteria set out in paragraph 5.4 of Part A of this RFP.

GST means a goods and services tax and has the same meaning as in the GST Law.

GST Free Supplies and **Input Taxed Supplies** have the same meaning as in the GST Law.

GST Law means any law imposing a GST and includes A New Tax System (Goods & Services Tax) Act 1999 (C'th) or if that Act does not exist, means any Act imposing, or relating to a GST and any regulation made under those Acts.

Industry Briefing means the briefing to respondents referred to in paragraph 4.2 of Part A of this RFP.

Key Personnel means those employees, secondees, agents, principals and contractors of the respondent specified in Part D of this RFP as personnel proposed by the Respondent to provide the Deliverables.

Non-Conforming Proposal means a Proposal that NSWPF considers:

- a. does not conform in all material aspects to:
 - i. the terms and conditions of the Agreement; or
 - ii. the terms and conditions of this RFP, including paragraph 4.8 of Part A; or
 - iii. other Parts of this RFP,
- b. is not in the prescribed form (Part D or Part D1); or

c. is not an Alternative Proposal.

NSWPF means the Crown in right of the State of New South Wales, represented by the New South Wales Police Force, including its officers, employees, servants and agents.

Part means a part of this RFP referred to in paragraph 2.2a of Part A of this RFP.

Probity Adviser means the person (if any) named or advised to Respondents.

Procurement Policy Framework means the Goods and Services Procurement Policy Framework for NSW Government Agencies, issued by the NSW Procurement Board, of July 2015 (Version 4) or any additions, revisions, changes or replacements to that framework that may be issued from time to time.

Response Template means the template at Part D and or Part D1 to this RFP.

RFP means this Request for Proposal.

SME means small and medium enterprise, from New South Wales, other states and territories of Australia or New Zealand, with up to 200 full time equivalent employees.

Specifications means the Specifications set out in Part C of this RFP.

Statement of Compliance means the statement of compliance set out in Part D of this RFP.

Tender Box means the virtual tender box that receives tenders lodged by respondents at NSW Government eTendering website, referred to in paragraph 4.8 of Part A.

Value for money means the benefits compared to whole-of-life costs and includes an evaluation of both price and non-price factors, as defined by the Procurement Policy Framework.

4 RFP Process

4.1 Timetable for RFP process

The indicative timetable for this RFP is described below. NSWPF may, in its absolute discretion, vary, amend or change the timetable from time to time.

Milestone	Date
RFP issued	11 February 2019
RFP closes (Closing Date and Time)	2:00 AEDT, 12 March 2019
Evaluation of Proposals	March – May 2019

4.2 Briefing Details

An Industry Briefing session will held for this RFP process. A maximum of three attendees for each potential respondent. Register intention to attend by completing and returning the Registration Form attached here as Annexure 1 before 15:00, 18th of February, 2019 via the procurement email procurement@police.nsw.gov.au

Only respondents that receive the full RFP documentation will be eligible to attend the industry briefing.

It is expected at present that this Industry Briefing session will be held on February 19 in Parramatta, NSW - full location details, date and time will be confirmed at the time of scheduling.

Video conferencing will be made available to interstate/ overseas potential respondents.

4.3 Preliminary Solution Demonstration

- a. NSWPF currently expects that a substantial component of the engagement process will come through demonstrations of the proposed solution as part of the overall evaluation process. As part of this process, NSWPF is anticipating that all complying bids will participate in a preliminary solution demonstration showcasing solution general functionality, along with exhibiting any unique qualities and value adds of the solution proposed.
- b. NSWPF expects that complying bids will be notified of timing within 5 business days of RFP closure.
- c. These sessions will be single vendor sessions and will last for up to 3hrs. These sessions will not be considered as part of the evaluation process but will enable each vendor to show how they are interpreting the requirements set out in Part C.
- d. It is expected at present that these sessions will occur at the NSW Police Headquarters, 1 Charles Street, Parramatta NSW, however location details will be confirmed with individual vendors at the time of scheduling.
- e. It is currently proposed that when respondents submit their response to the RFP, that they will supply a list of 3 preferred date and timeslots based upon an understanding that these preliminary solution demonstration sessions will occur within the first 15 days after they have been confirmed as a complying bid. Standard times will be set aside. These are:
 - 09:00 – 12:00; and
 - 13:00 – 16:00.
- f. It is expected that duration of these timeslots will be adhered to.

4.4 Shortlisting

- a. Based upon the desktop assessments and preliminary demonstrations, it is anticipated that NSWPF will shortlist a number of preferred respondents to continue with the procurement process.
- b. Immediately after the shortlisting has occurred, NSWPF will invite these remaining respondents to demonstration sessions in order to dive deeper into the solution suitability. It is anticipated that these sessions could be over a ~3 day period with each respondent, to be held at a Sydney metropolitan premise (yet to be confirmed). These in-depth demonstrations will be based on specific scenarios provided by the NSWPF.
- c. These sessions will be considered as part of the evaluation process.

4.5 Contact Officer and enquiries

- a. Respondents should refer all requests for information or advice regarding this RFP to:
Contact: Lilly Favaloro
Position: Procurement Manager, Strategic Procurement
Telephone: +61 2 8835 9516
E-mail: procurement@police.nsw.gov.au
- b. Enquiries received within 7 (seven) business days prior to the Closing Date and Time may not be answered.
- c. NSWPF may, in its absolute discretion, determine whether or not to respond to any enquiries. The respondent will be notified of any decision not to respond.
- d. NSWPF may make the response to any enquiries available to all respondents, if in NSWPF's opinion the information could unfairly favour the enquiring respondent over other respondents. The NSWPF may decide not to identify the respondent who made the enquiry.
- e. Any response made available to other respondents will be distributed as an Addendum to this RFP, in accordance with paragraph 6.4 of Part A of this RFP.

4.6 Clarification sessions and meetings with respondents

- a. Requests for clarification sessions or meetings by a respondent must be made in writing and submitted to the Contact Officer.
- b. NSWPF will, in its discretion, determine whether or not to grant a clarification session or meeting. The respondent will be notified of any decision to not grant a clarification session or meeting.
- c. A written agenda identifying all the issues the respondent wishes to discuss during the clarification session or meeting must be provided to the Contact Officer at least 48 hours prior to the clarification session or meeting.
- d. A clarification session or meeting will not proceed if in NSWPF's opinion the respondent has not provided a sufficiently detailed agenda to the Contact Officer.

- e. Time limits will apply to all clarification sessions or meetings. NSWPF may, in its discretion, reschedule or extend a clarification session or meeting.
- f. NSWPF may make any information provided in a clarification session or meeting available to all respondents, if in NSWPF's opinion the information could unfairly favour a respondent over other respondents. The NSWPF may decide not to identify the respondent who requested the clarification session or meeting.
- g. Any response made available to other respondents will be distributed as an Addendum to this RFP, in accordance with paragraph 6.4 of Part A of this RFP.

4.7 Probity Adviser

Not used.

4.8 Submission of proposals

- a. Closing Date and Time
 - i. Proposals must be lodged before the Closing Date and Time.
- b. Late Proposals
 - i. Late Proposals will not be considered, except where NSWPF is satisfied that the integrity and competitiveness of the RFP process has not been compromised.
 - ii. NSWPF will not penalise any respondent whose Proposal is received after the Closing Date and Time if the delay is due solely to mishandling on the part of the NSWPF.
 - iii. NSWPF accepts no responsibility for any problems arising from a respondent's lodgement of their Proposal.
- c. Extension of Closing Date and Time
 - i. NSWPF may, in its discretion, extend the Closing Date and Time.
 - ii. Respondents must check the eTendering website to inform themselves if there has been an extension to the Closing Date and Time.
- d. Form of submission
 - i. All Proposals must:
 - A. be written in English
 - B. have prices quoted in Australian currency
 - C. Measurements must be in the Metric system which is an internationally agreed decimal system of measurement.
 - D. be in the prescribed form (Part D and Part D1) – respondents can add extra documentation or attachments to Part D and Part D1, subject to paragraph 4.8g of Part A of this RFP
 - E. provide responses to all the questions and schedules in Part D and Part D1, including the Statement of Compliance
 - F. be submitted electronically (in accordance with paragraph 4.8e of Part A of this RFP), and

- G. if they are copies or variations of a Proposal or Alternative Proposals, clearly indicate what type of Proposal it is (as set out in paragraph 4.8f of Part A of this RFP).
 - ii. A Proposal that is not lodged via the eTendering website, as set out below, will be excluded from the RFP process without further consideration.
 - iii. Non-Conforming Proposals (and any related Alternative Proposals) may be excluded from the RFP process without further consideration.
- e. Electronic Proposals
 - i. A Proposal must be submitted electronically on the eTendering website.
 - ii. Lodgement can only be made by a registered system user of the NSW Government eTendering system.
 - iii. A respondent must follow the following directions for lodgement:
 - A. Select the “Lodge a Response” button on the web page for the RFP;
 - B. To lodge a Proposal electronically, the files containing the Proposal must be up-loaded through the eTendering website. Access to the up-loading process is through the blue “Lodge a Response” button, then follow the steps and instructions on the NSW Government eTendering website.
 - iv. Respondents will receive an e-mail receipt after successfully lodging a Proposal on the eTendering website.
 - v. A respondent must observe the following format requirements for Proposals lodged on the eTendering website:
 - A. The Proposal must be in a file format which can be read, formatted, displayed and printed by Microsoft Office 2007
 - B. If the respondent compresses files, it must be possible to decompress them using WinZip. The respondent must not submit self-extracting (*.exe) zip files, and
 - C. The respondent must not change any pre-existing text or formats in Part D or Part D1 of this RFP other than to insert the required information.
 - vi. Electronically submitted Proposals may be made corrupt or incomplete, for example by computer viruses. NSWPF may decline to consider for acceptance and exclude from further evaluation a Proposal that cannot be effectively evaluated because it is incomplete or corrupt. Respondents should note that:
 - A. To reduce the likelihood of viruses, a respondent must not include any macros, applets, or executable code or files in a Proposal, and

- B. A respondent must ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
 - vii. NSWPF will not be responsible in any way for any loss, damage or corruption of electronically submitted proposals.
 - viii. If a respondent experiences any persistent difficulty with the eTendering website, the respondent should contact the Contact Officer promptly in writing.
 - ix. If there is an extended defect or failure of the eTendering website and NSWPF is advised by the custodian of the eTendering website, the Closing Date and Time may be extended provided that, in the view of NSWPF, the RFP process will not be compromised by such an extension of time.
 - x. Respondents are advised that it is a requirement of the eTendering website that respondents accept the rules on the eTendering website for the electronic submission of Proposals.
 - xi. A Proposal submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW).
 - xii. Signatures are not required for a Proposal submitted on the eTendering website. A respondent must ensure that a Proposal is authorised by the person or persons who may do so on behalf of the respondent. Proposals must appropriately identify the person and indicate the person's approval of the information communicated.
- f. Multiple Proposals (including any Alternative Proposal)
- i. In addition to submitting a Proposal that complies with the terms of this RFP, respondents may also lodge a Proposal with an alternative offer in the form of an Alternative Proposal.
 - ii. Alternative Proposals may be considered at the sole discretion of the Evaluation Committee.
 - iii. If a respondent lodges more than one Proposal for the RFP (including an Alternative Proposal), the respondent should clearly state on the front page of the Proposal whether it is:
 - A. a 'copy' - a copy must be identical to an earlier or simultaneous Proposal in every respect;
 - B. a 'variation' - a variation of an earlier Proposal will be deemed as superseding a prior submission; or
 - C. an 'Alternative Proposal' - an alternative offer submitted in accordance with paragraph 4.8f of Part A of this RFP.
 - iv. In the event a respondent fails to identify whether a Proposal is a copy or variation of a Proposal or an Alternative Proposal, the latest Proposal received will be deemed as the Proposal for the purposes of evaluation.
- g. Supporting documentation and attachments to the Proposal

- i. Any supporting documentation and attachments to the Proposal form part of the Proposal and must be submitted by Closing Date and Time in accordance with the requirements for Proposals as outlined in paragraphs 4.8d and 4.6e of Part A of this RFP.

4.9 Eligibility to submit a Proposal

- a. Legal entity of respondent
 - i. A Proposal must be submitted by a legal entity or, if a joint respondent, by legal entities, with the capacity to contract. The NSWPF will only enter into the Agreement with such legal entity or legal entities.
 - ii. The NSWPF may ask a respondent to provide evidence of its legal status or capacity to contract. If entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within three (3) working days of the request.
- b. Financial capability of respondent
 - i. The NSWPF may submit any financial information provided by the respondent for independent financial assessment of the respondent's business.
 - ii. The NSWPF may reject any respondent if NSWPF, in its absolute discretion, considers the respondent not to have appropriate financial assets to provide the Deliverables.
- c. ABN requirements
 - i. The NSWPF will not enter into the Agreement with a company that does not have an ABN and/or is not registered for GST. Respondents must be registered for GST and state their ABN in their Proposal.
 - ii. Proposals from respondents that do not have an ABN and/or are not registered for GST, such as respondents commencing business in Australia, may be considered at NSWPF's discretion if the respondent demonstrates that it will obtain an ABN and GST registration before entering into the Agreement (if successful). Such respondents must state how and when they intend to obtain an ABN and register for GST in their Proposal.

5 Evaluation Process

5.1 Methodology

- a. Proposals will be evaluated against the Evaluation Criteria set out in paragraph 5.4 of Part A of this RFP.
- b. Information provided by the respondent in their response to Part D will be the basis of the evaluation of each criterion. Respondents are advised to respond clearly to all the Evaluation Criteria listed in this RFP.
- c. The quality and the format of the Proposal will be taken into account in evaluating the Proposal.

- d. Proposals that do not include a fully completed Part D and Part D1, in particular those Proposals which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic Proposals that cannot be effectively evaluated because the file has become corrupt, may be excluded from the RFP process without further consideration at the NSWPF's discretion.
- e. NSWPF may, in its sole discretion, seek clarification from any respondent regarding information contained in their Proposal and may do so without notification to any other respondent.
- f. A respondent may be invited to a one-on-one evaluation conference in order to review and clarify the Proposal and to enable NSWPF to interview key personnel identified in the Proposal.
- g. An overall value for money assessment will be undertaken in respect of each Conforming Proposal.

5.2 Essential criteria

- a. A Proposal must comply with all of the Evaluation Criteria designated as essential.
- b. A Proposal that fails to fully comply with all essential criteria (and any related Alternative Proposal) will be deemed a Non-Conforming Proposal and may be excluded from the RFP process without further consideration at the NSWPF's discretion.

5.3 Desirable criteria

- a. Evaluation criteria designated as desirable are Evaluation Criteria which will be taken into account by the Evaluation Committee when conducting an overall value for money assessment of the Proposal.
- b. A Proposal that does not comply with all desirable criteria may reduce the respondent's overall score but will not result in the exclusion of the Proposal from further consideration.

5.4 Evaluation Criteria

No.	Designation	Evaluation Criteria
1	ESSENTIAL	Compliance with the form requirements referred to at paragraph 4.8d of Part A of this RFP.
2	ESSENTIAL	Material compliance with the Agreement (Part B to this RFP).
3	ESSENTIAL	Preliminary solution demonstration by the stipulated deadline.
4	ESSENTIAL	All pricing in Australian Dollars.
5	DESIRABLE	Demonstrated capability providing a comprehensive Learning Management Solution, fully integrated with SAP, meeting the Specifications described in Part C of this RFP.
6	DESIRABLE	Demonstrated ability via project management plan and transition schedule, to meet target timeframes for fully functional

		implementation of the solution (go live) by the end of 1 st quarter of 2020.
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6 Terms and Conditions

6.1 Non-Conforming Proposals

Non-Conforming Proposals (and any related Alternative Proposals) may be excluded from the RFP process without further consideration.

6.2 Variations to Proposals

- a. At any time after the Closing Date and Time and before NSWPF accepts any Proposal received in response to this RFP, a respondent may, subject to paragraph 6.2b, vary its Proposal by:
 - i. providing NSWPF with further information by way of explanation or clarification, or
 - ii. correcting a mistake or anomaly.
- b. Such a variation may only be made either:
 - i. at the request of NSWPF, or
 - ii. with the consent of NSWPF at the request of the respondent, but only if:
 - A. in the case of variation requested by the respondent under paragraph 6.2a.i, it appears to NSWPF reasonable in the circumstances to allow the respondent to provide the information or correct the mistake or anomaly.
- c. If a proposal is varied in accordance with paragraph 6.2a.i or 6.2a.ii, NSWPF will provide all other respondents whose proposals have similar characteristics with the opportunity of varying their proposals in a similar way.
- d. A variation of a Proposal under paragraph 6.2a will not be permitted if in NSWPF's view:
 - i. it would substantially alter the original Proposal, or
 - ii. it would result in the revising or expanding of a Proposal in a way that would give a respondent an unfair advantage over other respondents.

6.3 Proposal validity period

Proposals must remain open for acceptance by NSWPF for at least 12 months from the Closing Date and Time.

6.4 Addenda to RFP

- a. NSWPF may, in its sole discretion, during the RFP process and any time before the Closing Date and Time, issue an Addendum to this RFP.
- b. In each case, an Addendum becomes part of this RFP.
- c. Any such Addendum will be issued on the eTendering website.
- d. A respondent should make its own enquiries to verify if any Addenda have been issued prior to the Closing Date and Time, even if a respondent has submitted a Proposal prior to the Closing Date and Time.

- e. Any respondent who has downloaded the RFP using the eTendering website (in accordance with paragraph 2.2 of Part A of this RFP) will automatically receive an e-mail notification advising them of any Addenda issued.

6.5 Respondent to inform itself

- a. A respondent must:
 - i. Examine the RFP documents, any Addenda and all other information made available on the eTendering website by NSWPF, or any other person on NSWPF's behalf, to the respondent
 - ii. Examine all information relevant to the risk, contingencies and other circumstances having an effect on its Proposal and which is obtainable by the making of reasonable enquiries
 - iii. Satisfy itself as to the correctness and sufficiency of its Proposal and that its Proposal price covers the costs of complying with all the obligations of the Agreement (if successful) and of all matters and things necessary for the due and proper performance of the Agreement and supporting services, and
 - iv. Take such professional advice as is appropriate for a project of this type.

6.6 Discrepancies, errors or omissions

If the respondent finds any discrepancy, error or omission in the RFP, the respondent must notify the Contact Officer in writing as soon as it becomes aware of the discrepancy, error or omission.

6.7 Confidentiality

A respondent must not disclose or provide to any person, other than to persons engaged in the preparation of its Proposal, any particulars concerning its Proposal or any other information it has been provided by NSWPF or any other person on behalf of NSWPF, without the prior consent in writing of NSWPF.

6.8 Intellectual property rights

- a. All intellectual property rights in the RFP remain the property of NSWPF. Respondents are permitted to use the RFP, for the purpose of preparing a Proposal response only. Respondents must not use the RFP or any information contained in the RFP for any other purpose.
- b. Proposals submitted in response to this RFP become the property of NSWPF on submission.
- c. Without limiting this section, NSWPF may make copies and reproduce Proposals for any purpose related to this RFP. In addition, NSWPF will retain (electronic) copies of all Proposal responses.

6.9 NSW Government Procurement Policy Framework

- a. The respondent must comply with the NSW Government Procurement Policy Framework (or such other publications as may be in force from time to time).
- b. Failure to comply with the NSW Government Procurement Policy Framework may be taken into account by NSWPF when considering the

Proposal or any subsequent Proposal and may result in the Proposal being excluded from further participation in the RFP process.

6.10 Conflicts of Interest

- a. Respondents and their respective officers, employees, agents and advisers must not be in a position which may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of NSWPF and the interests of any other entity during the RFP process.
- b. Proposals must disclose any circumstances, arrangements, understandings or relationships which constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest which a respondent could have as a result of participating in this RFP process or as a result of any contract which may be negotiated or executed between the respondent and NSWPF.

6.11 Collusive arrangements

- a. Respondents and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other respondent or any other person in relation to the preparation or lodgement of a Proposal.
- b. If NSWPF considers that a respondent, or any of its officers, employees, agents or subcontractors, has engaged in the conduct specified in paragraph 6.11a, this may result in the respondent's Proposal being excluded from further participation in the RFP process and may also result in the respondent being excluded from subsequent market processes conducted by NSWPF.
- c. NSWPF may pursue other remedies available against a respondent who has engaged in the conduct specified in paragraph 6.11a under any law.

6.12 Corruption or unethical conduct

- a. Respondents must not solicit information from NSWPF personnel or agents via unauthorised means, including by the provision of gifts or other inducements to NSWPF personnel or agents during the RFP process.
- b. If NSWPF considers that a respondent, or any of its officers, employees, agents or subcontractors has:
 - i. offered any inducement or reward to any public servant or employee, agent or subcontractor of NSWPF or the NSW Government, contrary to any applicable laws or NSWPF policies, in connection with their Proposal or RFP process
 - ii. been involved in corrupt conduct within the meaning of *the Independent Commission Against Corruption Act 1988* (NSW)
 - iii. compiled their Proposal with the improper assistance of employees of NSWPF, ex-employees of NSWPF and/or contractors or ex-contractors of NSWPF
 - iv. compiled their Proposal with the utilisation of information unlawfully obtained from NSWPF, or
 - v. a record or alleged record of unethical behaviour,

this may result in the Proposal not receiving further consideration and the respondent being excluded from the RFP process.

6.13 Proposal's acknowledgements

- a. In submitting a Proposal, each respondent acknowledges that:
 - i. neither NSWPF nor any of its employees, agents, contractors or advisers is responsible for, and make no representation or warranty (express or implied) as to the accuracy, adequacy, suitability or completeness of any information contained or referred to in the RFP documents or of any other information provided to or received by the respondent from any person in connection with the RFP process
 - ii. neither NSWPF nor any of its employees, agents, contractors or advisers has carried out or will carry out an independent audit or verification exercise in relation to any part of this RFP
 - iii. neither NSWPF nor the NSW Government accept or owe a duty of care to respondents in connection with the RFP documents, the information contained in the RFP or the RFP process
 - iv. it will make its own independent investigations and evaluations and will conduct its own due diligence about any information contained or referred to in this RFP or other information provided or received by the respondent from any person, including the obtaining of appropriate legal, financial and other expert advice in relation to such information, and
 - v. neither the Contact Officer nor NSWPF nor the NSW Government, will be liable to any respondent for any claim arising out of, or in any way connected with, any errors or omissions in this RFP or other information provided to or received by the respondent from any person in connection with the RFP process.

6.14 No contract

- a. This RFP is an invitation to treat. It is not an offer. Nothing in this RFP should be construed to give rise to any contractual obligations or rights, express or implied, by the issue of this RFP or the submission of a Proposal in response to it.
- b. Acceptance of a Proposal will be subject to the execution of the Agreement. Unless and until NSWPF and the successful respondent (if any) execute the Agreement, there will be no legally enforceable agreement concluded between them.
- c. The NSWPF will not be liable to respondents for any expenses or costs incurred by the respondents as a result of participation in this RFP, including where the RFP has been discontinued.

6.15 No liability

- a. Without limiting this Part, and to the fullest extent permitted by law, by submitting a Proposal each respondent acknowledges that neither NSWPF nor the NSW Government will be liable for any claim by any respondent arising out of, or in any way in connection with this RFP including, without limitation, any costs or expenses incurred by a respondent in:

- i. preparing and submitting a Proposal;
- ii. participating in any discussions, negotiations, briefing sessions or site inspections; or
- iii. undertaking any other tasks in relation to this RFP.

6.16 No obligation to proceed

- a. Without limiting paragraph 6.17, nothing in the RFP documents will oblige the NSWPF or the NSW Government to proceed with the Agreement as contemplated by this RFP.

6.17 NSWPF's rights

- a. NSWPF may, in its absolute discretion, and without limiting any other right which NSWPF may have whether under this RFP or otherwise, do all or any of the following at any time without giving notice or reasons:
 - i. require additional information or further offers from any respondent
 - ii. change the scope of the Specifications or other requirements of this RFP
 - iii. alter or vary any process, procedure or timing related to the RFP, including any process, procedure or timing regarding the consideration or the evaluation of any Proposal or all Proposals
 - iv. suspend or terminate the RFP process
 - v. negotiate with one or more preferred respondents without prior notice to any other respondent
 - vi. terminate any negotiations being conducted with any respondent
 - vii. enter into a best and final offer process with one or more respondent
 - viii. readvertise for new Proposals
 - ix. consider any Non-Conforming Proposal
 - x. terminate further participation in the RFP process by any respondent for any reason (including if NSWPF reasonably considers the respondent's Proposal to contain any false or misleading claims or statements), regardless of whether the Proposal submitted conforms with the requirements in this RFP
 - xi. not proceed with the Agreement or any part of the Agreement, or
 - xii. proceed with the Agreement or any part of the Agreement in ways not contemplated in this RFP.
- b. NSWPF may, in its absolute discretion, elect to notify affected respondents if it does any of the above action specified in paragraph 6.17a.
- c. NSWPF may also give consideration to and may exclude respondents on the basis of their performance or the performance of related parties on recent agreements with NSWPF or other government bodies. To assist with this process, NSWPF may make reference to performance reports prepared either by NSWPF or other government agencies.

6.18 Method of acceptance

- a. Acceptance of a Proposal will be subject to the execution of the Agreement by both NSWPF and the successful respondent (if any).

- b. NSWPF may accept a Proposal that does not conform strictly to the requirements of the RFP documents. NSWPF is not bound to accept the lowest price or any Proposal.
- c. NSWPF will notify respondents as soon as practicable about the outcome of the evaluation of their Proposal and the RFP process, including if the Proposal has been excluded or rejected.
- d. NSWPF is not obliged to provide any reasons for any decision to exclude or reject a Proposal.

6.19 Debrief

- a. An unsuccessful respondent may request in writing an opportunity to be debriefed.
- b. Any debrief will be oral and the content and format will be subject to the absolute discretion of NSWPF.

6.20 Probity Checks / Security Clearance

- a. If a respondent is selected as a preferred respondent, members of the respondent's team will be required to undertake security clearances required by NSWPF.
- b. The preferred respondent must provide to NSWPF consents for probity and security checks from each of its officers, principals and/or employees who would be engaged in the provision of the Deliverables.
- c. If the preferred respondent fails to provide the consents to probity checks or if the results of the probity checks are unacceptable to NSWPF, NSWPF may request that the respondent's nominated member be removed from the process or may terminate the preferred respondent's involvement in the RFP process, at NSWPF's absolute discretion and without providing reasons.
- d. Selection as a preferred respondent does not give rise to any obligation on the part of NSWPF to proceed to an Agreement with the preferred respondent.

6.21 Consent to Due Diligence Requirements

- a. In submitting a Proposal, each respondent consents to NSWPF or its nominee, in its absolute discretion, undertaking a due diligence audit of the respondent's premises and records.
- b. Respondents must allow NSWPF to carry out due diligence on their existing environment.

6.22 No implied terms

- a. The respondent acknowledges and agrees that, to the fullest extent permitted by law, no term or condition will be implied in the RFP documents.

6.23 Disclosure of Proposal information

- a. The respondent's attention is drawn to the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) and the Premier's Memorandum 2007-01, which requires NSWPF to disclose certain information and contract documents resulting from a Proposal process and

may confer rights, subject to the terms of the GIPA Act, to access such information and require amendment to such information.

- b. Details of respondents and the outcome of the RFP process will be disclosed in accordance with the [GIPA Act](#) and the Premier's Memorandum 2007-01 (available by [clicking here](#)).
- c. A Proposal may also be disclosed by NSWPF:
 - i. for the purposes of conducting the RFP process, or
 - ii. as otherwise required to any State Government department, agency, Minister, Parliament or Parliamentary Officer or Committee for the proper performance of NSWPF's statutory or governmental responsibilities.
- d. A respondent may request in writing that NSWPF not disclose particular information included in its Proposal and must give the reasons for any such request.

Annexure 1 – Industry Briefing Registration Form

Learning Management System

RFP Number: 001786

By completing and submitting this document to the NSWPF before 15:00 hours, 18th of February 2019, the Respondent is confirming their interest in attending the Industry Briefing for this RFP process, as described in section 4.2 of the RFP Process within Part A – Conditions of Proposal.

A maximum of three attendees will attend.

Only respondents that receive the full RFP documentation will be eligible to attend the industry briefing.

It is expected that this Industry Briefing session will be held on February 19th in Parramatta NSW - however location details, date and time will be confirmed following the with individual vendors at the time of scheduling.

Video conferencing will be made available to interstate/ overseas potential respondents.

INDUSTRY BRIEFING REGISTRATION FORM

Respondent's Organisation	
Respondent's Address	
Main Contact Name Main Contact Position	
Phone Number	
Email Address	
Is Video conference required?	YES / NO
Name and Position of Attendee 1	
Name and Position of Attendee 2	
Name and Position of Attendee 3	

**** Email form to procurement@police.nsw.gov.au before 15:00 hours on 18 February 2019 to register.**