



Western Sydney
Parklands Trust

Request for Proposals

Western Sydney Parklands Advertising Signage Sites

January 2017

RFP number: 01WSPT 2017



Western Sydney Parklands

Yours to explore

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For the purposes of this RFP, inquiries should be directed to the Contact Officer of this RFP specified on page 2 of this document.

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FOREWORD



Message from the Director

The Western Sydney Parklands is a 27km public parkland corridor that will meet the long term recreation needs for over 3 million people in Western Sydney. The Parklands Trust aims to create a wide range of key activation hubs for recreation, sports and tourism that will be linked by bushland corridors, cycling tracks and urban farmlands over the wider area.

To support this ambitious plan, the Parklands Trust has identified billboard signage as one of a number of potential income sources for the parklands. Revenues from billboard signage will fund the expansion and long term management of community facilities and bushland for our park visitors, whose numbers are increasing by 15% a year.

The Trust looks forward to partnering with businesses in Western Sydney.

Suellen Fitzgerald
Director

RFP LODGEMENT DETAILS AND CONTACT SUMMARY

Request for Proposals No:	01WSPT2017
Title:	Western Sydney Parklands Advertising Signage Sites RFP
Issue Date:	20 th January 2017
Deadline Closing Date and Time:	5:00 pm (Sydney Time) Friday 24 th February 2017
Location:	NSW eTendering https://tenders.nsw.gov.au
Late Proposals	Proposals are to be submitted no later than the Deadline specified above. Proposals received after that time may be considered invalid, unless it is clear that the cause of the lateness was beyond the Proponent's control and, that in the opinion of the Contact Officer, there is no possibility that the integrity and competitiveness of the RFP process has been compromised.
Proposal Label & No. Copies	Proposals are to be electronically submitted through NSW eTendering by the Proponent with subject 'Request for Proposals 01WSPT2017 – Western Sydney Parklands Advertising Signage Sites'
Contact Officer:	Kerry Jahangir Director Finance & Property Western Sydney Parklands Trust Level 7, 10 Valentine Avenue Parramatta NSW 2150 Phone: (02) 9895 7984

1. INTRODUCTION

1.1 Introduction

The Western Sydney Parklands Trust (WSPT) is issuing a Request for Proposals (RFP) for the licence, use and construction of six (6) advertising signs on land located in the Western Sydney Parklands (WSP), adjacent to the M7 road corridor.

The location of the proposed eight (6) signs is set out in Table 1 below.

Table 1: Location of Proposed Signage

<i>Site</i>	<i>Suburb</i>	<i>Location</i>	<i>Lot & DP</i>	<i>Address</i>	<i>LGA</i>
Site A	Eastern Creek	Western side Westlink M7	Lot 3 DP 1041487	Church St, Eastern Creek	Blacktown
Site B	Cecil Park	Eastern side Westlink M7	Lot 3 DP 1087825	Elizabeth Drive, Cecil Hills	Liverpool
Site C	Cecil Park	Eastern side Westlink M7	Lot 3 DP 1087825	Elizabeth Drive, Cecil Hills	Liverpool
Site D	Horsley Park	Eastern side Westlink M7	Lot 6 DP 1021711	73-83 Chandos Rd, Horsley Park	Fairfield
Site F	Horsley Park	Eastern side Westlink M7	Lot 19 DP 1022008	372 Wallgrove Rd, Horsley Park	Fairfield
Site G	Cecil Park	Eastern side Westlink M7	Lot 14 DP 1021940	144 Wallgrove Drive, Cecil Hills	Fairfield

Please note that there is no Site E included in this RFP.

1.2 Development Consents

WSPT had obtained development consent for conventional static billboards on each of the sites. The existing development consents do not permit electronic, flashing, moving or variable messages. Details of the development consents are as follows:

- Blacktown City Council granted consent on 28 June 2012 for one double-sided advertising sign on Site A at Eastern Creek on (DA 11-2602). The consent will lapse on 28 June 2017.
- Liverpool City Council granted consent on 31 May 2013 for two double-sided advertising signs for Sites B and C (DA-56/2013). The consent lapsed on 3 June 2016.
- The Sydney West Joint Regional Planning Panel granted consent on 5 June 2014 for three single-sided advertising signs on Sites D, F and G (DA 60.1/2013). The consent will lapse on 10 July 2019.

1.3 Digital Billboards

WSPT notes the trend towards the introduction of digital billboards on high volume locations. WSPT is open to proposals that include development of some or all of the sites as digital billboards. This would be conditional on the Licensee obtaining development consent for digital signage use.

1.4 Proposed Construction & Licensing Agreement

The WSPT would like to test the feasibility and market interest in the licensing, construction and use of these advertising signage sites under the following proposed construction and licensing agreement:

<i>Licensing Agreement</i>	<i>Billboard Type</i>	<i>Signage Infrastructure</i>	<i>Licence Period</i>
Construct & Use	Conventional Static and/or Digital	Constructed & funded by Licensee	15 years

WSPT is prepared to enter into a licence that permits the conversion of the advertising signs from static to digital following receipt of development consent.

1.5 Purpose of the RFP

By this RFP, the WSPT seeks to identify prospective organisations with the experience and commercial capacity to licence and use the Sites for advertising purposes.

The seeking of Request for Proposals is the first stage of a process to enter into a contractual relationship with one or more parties with regard to the Licence of one or more of the Sites.

1.6 RFP Process

The RFP process will be conducted in accordance with the terms and conditions contained in this RFP document. An Assessment Panel may provide advice to the WSPT in the consideration of proposals.

Proposals will be assessed in accordance with the assessment criteria included in Section 6.1. The assessment process is set out in Section 8. Proposals are to be made using the Proposal Schedules attached at Part D.

Following assessment of the proposals, the WSPT may decide to either:-

- Enter into exclusive or non-exclusive negotiations with one or more short-listed Proponents for the Site with a view to finalising a Licence acceptable to and for execution by the WSPT; or
- Not select any Proponent and terminate the RFP process.
- Issue an invitation for a second public tender or request for proposals for the Site or any other site.

1.7 Timetable

An indicative timetable for the conduct of this RFP is described below.

This timetable may be amended by WSPT from time to time. Any amendments will be notified to all Proponents.

<i>Event/activity</i>	<i>Proposed Date</i>
Issue of RFP	Friday 20 th January 2017
Closing date for Proposals	Friday 24 th February 2017
Assessment & Short-Listing	March 2017
Negotiation & Execution of Agreements	April 2017

2. INFORMATION ABOUT THE SITES

2.1 Proposed Sign Locations

The proposed development at all six (6) sites involves the construction of single pole advertising structure for the purposes of displaying advertisements.

The proposed six (6) Westlink M7 site structures provide a front lit visual display area of 18.99m x 4.50m (85m²). Under the Transport Corridor Outdoor Advertising and Signage Guidelines, these sites would be classified as “spectacular”.

Vehicular access to each of the proposed signs will be via an unformed access route (unsealed) for construction and maintenance purposes. These are shown on the figures associated with each site further below. The location of the proposed signs is within the Western Sydney Parklands adjacent to the M7 road corridor. These are described in Table 3 below.

Table 2: Signage Type

<i>Site</i>	<i>LGA</i>	<i>Lot & DP</i>	<i>Sign Type</i>	<i>Visual Display Area</i>
Site A	Blacktown	Lot 3 DP 1041487	Double-sided	Spectacular 85m ²
Site B	Liverpool	Lot 3 DP 1087825	Double-sided	Spectacular 85m ²
Site C	Liverpool	Lot 3 DP 1087825	Double-sided	Spectacular 85m ²
Site D	Fairfield	Lot 6 DP 1021711	Single-sided	Spectacular 85m ²
Site F	Fairfield	Lot 19 DP 1022008	Double-sided	Spectacular 85m ²
Site G	Fairfield	Lot 14 DP 1021940	Single-sided	Spectacular 85m ²

2.2 Site A - Eastern Creek

Site A is located on land formally known as Lot 3 in DP 1041487. The site is located on the western side (northbound) of the M7 Westlink Motorway, approximately 1 kilometre north of the Great Western Highway, and 60 metres south of the cul-de-sac at the eastern end of Church Street. The proposed advertising structure is located approximately 37.7 metres from the southern boundary, and 1 metre from the eastern boundary.

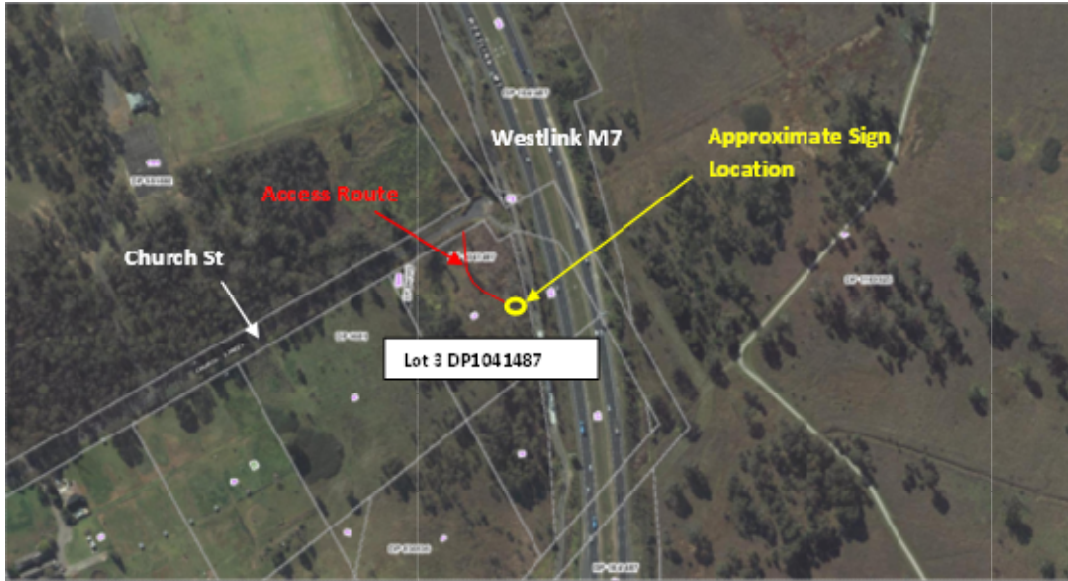


Figure 1: Site A - Eastern Creek

Access to the site for construction and maintenance purposes is proposed via a short extension of Church Street to the north.

The site is located on a relatively flat section of the roadway on a gentle bend towards the north-west, with a sign-posted speed limit of 100 kilometres per hour. A dedicated pedestrian and bicycle path is located between the roadway and the proposed advertising structure.

The topography of the site is relatively level, and the proposed advertising structure is located at the approximate level of the adjacent roadway. The vegetation on the site is generally limited to exotic ground cover, and no evidence of any native plant community, or any threatened flora species has been found in the vicinity of the proposed advertising structure. A stand of Cumberland Plain Woodland is located to the south of the proposed advertising structure, and no works are proposed in that location.

The locality surrounding the site is generally characterised by open grassland accommodating a scattering of trees and shrubs. The nearest major residential precinct comprises the neighbourhood of Rooty Hill, located approximately 600 metres to the west.

The closest signage structure northbound comprises a directional sign located approximately 120 metres to the south, and the closest signage structure southbound comprises a Variable Message Sign (VMS) located approximately 10 metres to the south, on the opposite side of the roadway.

Copies of the titles and DPs are included in the RFP package.

Blacktown City Council granted consent for this sign at Eastern Creek on 28 June 2012. The consent will lapse on 28 June 2017.

2.3 Site B - Cecil Park

Site B formally comprises Lot 3 in Deposited Plan 1087825. The site is located on the eastern side (southbound) of the M7 Westlink Motorway, approximately 1.3 kilometres south of Elizabeth Drive.



Figure 2: Site B - Cecil Park

The approximate location of the proposed advertising structure is shown on Figure 2 and in more detail on pages 29-32 of Appendix B - Billboard Locations M7 Motorway contained within the Statement of Environmental Effects - Proposed Advertising Signage Adjacent to M7 Road Corridor – Various Sites, Liverpool (January 2013).

Access to the site for construction and maintenance purposes is proposed from Anjou Circuit, Cecil Hills.

The site is located on a relatively flat section of the roadway on a gentle bend towards the south-east, with a sign-posted speed limit of 100 kilometres per hour. A dedicated pedestrian and bicycle path is located between the roadway and the proposed advertising structure.

The topography of the site rises towards the east, with the level change accommodated by a battered cutting along the side of the roadway, circumstances in which the proposed advertising structure is located approximately 9 metres above the level of the adjacent roadway.

The vegetation on the site is generally limited to exotic and native ground cover, and no evidence of Cumberland Plain Woodland, any native plant community, or any threatened flora species has been found at the site.

The locality surrounding the site is generally characterised by open grassland accommodating a scattering of trees and shrubs. The nearest major residential precinct comprises the neighbourhood of Cecil Hills, located approximately 300 metres to the east.

The closest signage structure northbound comprises a directional sign located approximately 280 metres to the south, on the opposite side of the roadway, and the closest signage structure southbound comprises a directional sign located approximately 120 metres to the north.

Copies of the titles and DPs are included in the RFP package.

Liverpool City Council granted consent for a double-sided advertising sign at this site on 31 May 2013. The consent lapsed on 3 June 2016. The Proponent will be responsible for obtaining, including the cost of obtaining, any new development consent.

2.4 Site C - Cecil Park

Site C formally comprises Lot 3 in Deposited Plan 1087825. The site is located on the eastern side (southbound) of the M7 Westlink Motorway, approximately 1.9 kilometres south of Elizabeth Drive (i.e. 600 metres south of Site B).

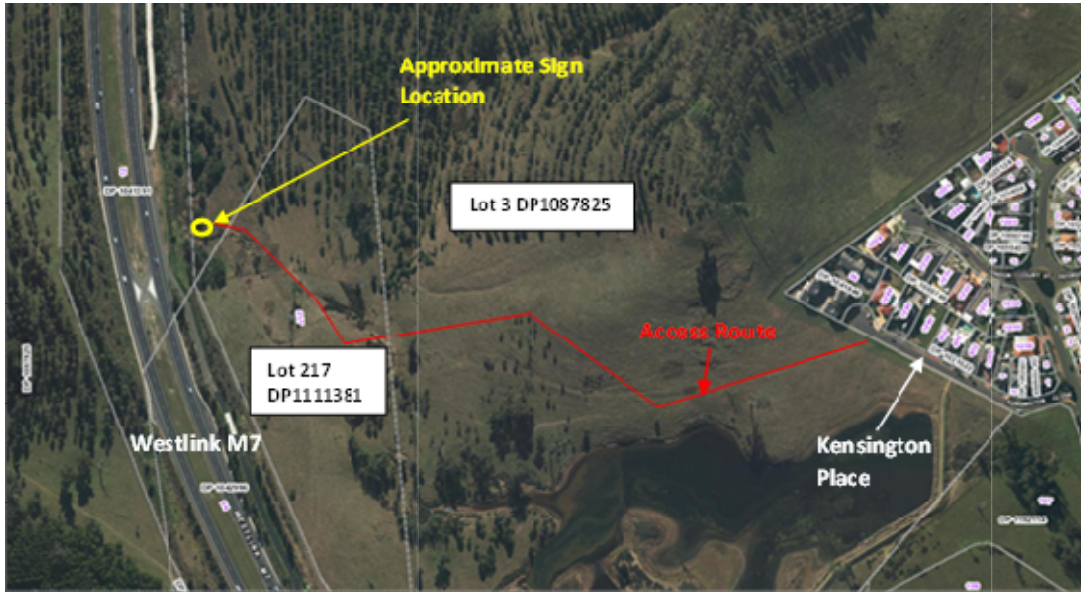


Figure 3: Site C – Cecil Park

The approximate location of the proposed advertising structure is shown on Figure 3 and in more detail on pages 33-37 of Appendix B - Billboard Locations M7 Motorway contained within the Statement of Environmental Effects - Proposed Advertising Signage Adjacent to M7 Road Corridor – Various Sites, Liverpool (January 2013).

Access to the site for construction and maintenance purposes is proposed via an extension of the existing access road commencing on the southern side of Kensington Place.

The site is located on a relatively flat section of the roadway on a gentle bend towards the south-east, with a sign-posted speed limit of 100 kilometres per hour. A dedicated pedestrian and bicycle path is located between the roadway and the proposed advertising structure.

The topography of the site is relatively level, circumstances in which the proposed advertising structure is located at the approximate level of the adjacent roadway.

The vegetation on the site is generally limited to exotic and native ground cover. Further, no evidence of Cumberland Plain Woodland, any native plant community, or any threatened flora species has been found in the vicinity of the proposed advertising structure, with the occasional established endemic tree (generally Grey Box) located in the vicinity of the proposed access road.

The locality surrounding the site is generally characterised by open grassland accommodating a scattering of trees and shrubs. The nearest major residential precinct comprises the neighbourhood of Cecil Hills, located approximately 500 metres to the east.

Site is located more than 300 metres from any advisory signs or on and off ramps.

Copies of the titles and DPs are included in the RFP package.

Liverpool City Council granted consent for a double-sided advertising sign at this site on 31 May 2013. The consent lapsed on 3 June 2016. The Proponent will be responsible for obtaining, including the cost of obtaining, any new development consent.

2.5 Site D – Horsley Park

Site D formally comprises Lot 6 DP 1021711. The site is located on the eastern side (southbound) of the M7 Westlink Motorway.



Figure 4: Site D – Horsley Park

The approximate location of the proposed advertising structure is shown on Figure 4 and in more detail on pages 8-12 of Appendix B - Billboard Locations M7 Motorway contained within the Statement of Environmental Effects - Proposed Advertising Signage Adjacent to M7 Road Corridor – Various Sites, Fairfield (January 2013).

Access to the site for construction and maintenance purposes is proposed from Redmayne Road.

There are no trees proposed to be removed.

The vegetation on the site is a highly modified landscape that lacks most of the natural habitat features and resources.

Copies of the titles and DPs are included in the RFP package.

The Sydney West Joint Regional Planning Panel granted consent for a single-sided advertising sign at this site on 5 June 2014. The consent will lapse on 10 July 2019.

2.6 Site F – Horsley Park

Site F formally comprises Lot 19 DP 1022008. The site is located on the eastern side (southbound) of the M7 Westlink Motorway.

The approximate location of the proposed advertising structure is shown on Figure 6 and in more detail on pages 18-22 of Appendix B - Billboard Locations M7 Motorway contained within the Statement of Environmental Effects - Proposed Advertising Signage Adjacent to M7 Road Corridor – Various Sites, Fairfield (January 2013).

Access to the site for construction and maintenance purposes is proposed from the Sydney International Equestrian Centre access road.

The vegetation on the site is a highly modified landscape that supports poor habitat resources and is currently exotic grassland with planted native trees.

There are six trees proposed to be removed from the site and replacement planting.



Figure 5: Site F -Horsley Park

Copies of the titles and DPs are included in the RFP package.

The Sydney West Joint Regional Planning Panel granted consent for a single-sided advertising sign at this site on 5 June 2014. The consent will lapse on 10 July 2019. Please note that a Section 96 application may need to be made to Fairfield Council for the location of the Site F sign to be moved approximately 9 metres further east of the position shown on the plans in Appendices 12A and 12B.

2.7 Site G – Horsley Park

Site G formally comprises Lot 14 DP 1021940. The site is located on the eastern side (southbound) of the M7 Westlink Motorway.

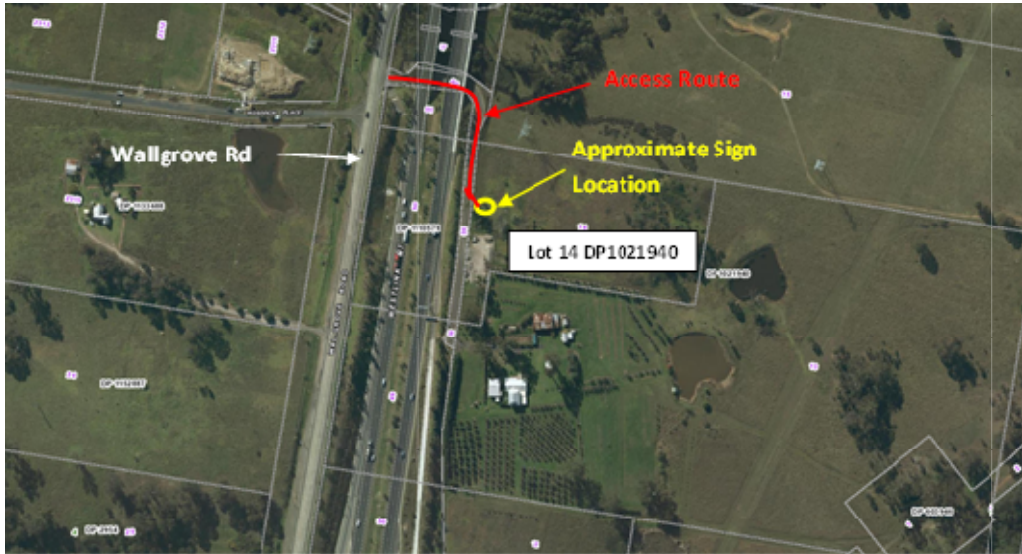


Figure 6: Site G - Horsley Park

The approximate location of the proposed advertising structure is shown on Figure 7 and in more detail on pages 23-27 of Appendix B - Billboard Locations M7 Motorway contained within the Statement of Environmental Effects - Proposed Advertising Signage Adjacent to M7 Road Corridor – Various Sites, Fairfield (January 2013).

Access to the site for construction and maintenance purposes is proposed from the access road from Wallgrove Drive.

The vegetation on the site is a highly modified landscape that lacks many of the natural habitat features and resources that are important to the maintenance of native fauna diversity and life cycles. The area is largely dominated by exotic grassland.

There are no trees proposed to be removed from the site.

There is a residence located 155 metres south of the proposed sign.

Copies of the titles and DPs are included in the RFP package.

The Sydney West Joint Regional Planning Panel granted consent for a single-sided advertising sign at this site on 5 June 2014. The consent will lapse on 10 July 2019.

2.8 General Description of the Development

The proposed development at the sites has the following elements:

- Erection of a new advertising structure at each site.
 - Mounting of 18.99m x 4.50m front lit advertising signs on each of the new structures at Sites A, B, C, D, F & G.
 - Solar panels affixed to the top of each sign.
 - Tree removal and landscaping.
 - Stabilisation of disturbed areas.
 - Display of advertisements.
-

The process of laying sign foundations would first involve the insertion of screw piles using a truck mounted piling rig. This would be followed by the excavation for the foundations using an excavator, installation of concrete reinforcement and the pouring of the concrete foundation. Once set, a steel plinth would be affixed to the foundation. Prefabricated sign components would then erected with the assistance of a mobile crane.

Access for maintenance and the changing of advertising panels would be via an unformed vehicular access route over public land within the Western Sydney Parklands.

The following design drawings for are included in the RFP Package Appendices:

- Development Consent - Site A (Blacktown City Council)
- Development Consent – Sites B & C (Liverpool City Council)
- Development Consent – Sites D, F & G (Sydney West Joint Regional Planning Panel)
- Structural Design Drawing Site Plans - Sites A, B, C, D, F & G

2.9 Services

Proponents are advised to make their own enquiries with the relevant public utility authorities regarding the availability of services to the Sites.

2.10 Environmental Condition of Sites

WSPT gives no warranty and make no representation as to the geotechnical or environmental condition of the Sites and proponents should inspect and satisfy themselves as to the condition or suitability of the Sites.

The Proponent/Licensee is to accept the sites in their existing state and condition including any environmental contamination. To the extent that any activity by the Proponent/Licensee on the sites requires remediation of any existing contamination, then such remediation works will be carried out only with the consent of the WSPT and entirely at the cost and risk of the Proponent/Licensee. Proponent/Licensee responsible to rectify pollution caused by Proponent/Licensee.

3. PLANNING AND DEVELOPMENT

3.1 Western Sydney Parklands SEPP

The primary planning instrument relevant for the site is the WSP SEPP which is included in the RFP document package. The aim of the WSP SEPP is to put in place planning controls that will enable the WSPT to develop the Parklands into a multi-use urban parkland for the region of Western Sydney, including business proposals as part of the Parklands financial strategy.

3.2 Consent Authority

The Council is the consent authority for development applications with a capital investment of less than \$10 million.

However as the DAs are for Crown Development in accordance with Section 89 of the *Environmental Planning and Assessment Act 1979* (EP&A Act), following the time period prescribed by the Regulations where there has not been a determination of the DA, and where the consent authority is a council, either the Applicant or the consent authority can refer the DA to the joint regional planning panel (JRPP) for determination. The relevant period prescribed by the Regulations where the consent authority is a council is 70 days.

If the JRPP has not determined the DA within 50 days from the date of the referral, the Applicant or the JRPP can refer the application to the Minister for determination.

Under Section 89(1)(a) of the EP&A Act, the consent authority cannot refuse a Crown DA without the approval of the Minister. And in accordance with Section 89(1)(b) of the EP&A Act, the consent authority cannot impose a condition on its consent to a Crown Development Application, except with the approval of the Minister.

3.3 Development Application

The Development Applications are Crown Development in accordance with Section 89 of the EP&A Act.

Blacktown City Council granted consent on 28 June 2012 for one double-sided advertising sign on Site A at Eastern Creek on (DA 11-2602). The consent will lapse on 28 June 2017.

Liverpool City Council granted consent on 31 May 2013 for two double-sided advertising signs for Sites B and C (DA-56/2013). The consent lapsed on 3 June 2016.

The Sydney West Joint Regional Planning Panel granted consent on 5 June 2014 for three single-sided advertising signs on Sites D, F and G (DA 60.1/2013). The consent will lapse on 10 July 2019.

The existing development consents do not permit electronic, flashing, moving or variable messages.

WSPT is open to proposals that include development of some or all of the sites as digital billboards. This would be conditional on the Licensee obtaining development consent for digital signage use.

3.4 Signage Content

The sign content is not to be of a type that is likely to be construed by the general public as being obscene, offensive, obnoxious, racial or derogatory or defamatory in nature. The content of the signage must not include any socially or politically sensitive messages (including promoting alcohol, cigarettes, sexual references, religious). All sign content to comply with both the Western Sydney Parklands Signage Policy and the road safety guidelines for sign content set out in Section 3.4 of the SEPP 64 Transport Corridor Outdoor Advertising and Signage Guidelines.

4. PRINCIPAL LICENCE TERMS

4.1 Construct and Use [Signage Infrastructure Constructed by Licensee]

WSPT proposes to enter into a Signage Licence Agreement on the following terms.

Licence	Terms
Licence Period	15 years.
Licence Fee	Minimum Guaranteed Annual Licence Fee for both Conventional Static and/or Digital configurations.
Licence Fee Reviews	Minimum Guaranteed Annual Licence Fee is to be increased on each Review Date by the greater of CPI and fixed percentage of [TBA]% per annum during the Term.
Licence Fee Payments	To be paid quarterly in advance.
Rates & Taxes	The Licensee will be responsible for the payment of any rates, taxes and outgoings which may be payable directly arising out of the Licensee's use of the Site.
Licence Preparation Costs	Licensee will pay the Licensor's reasonable legal costs and expenses incurred in respect of the preparation and execution of the Licence.
Permitted Use	Use of the Site to construct Licensed Signs and the structures on which the signs are constructed, to display advertising signs, including the repair and maintenance of the Licensed Signs and structures, appliances, fittings, stays, underground cables, service poles, wiring and other equipment, required in connection with the Licensed Signs and associated activities.
Billboard Type	Conventional static and/or digital.
Sign Content	The sign content is not to be of a type that is likely to be construed by the general public as being obscene, offensive, obnoxious, racial or derogatory or defamatory in nature. The content of the signage must not include any socially or politically sensitive messages (including promoting alcohol, cigarettes, sexual references, religious). All sign content to comply with both the Western Sydney Parklands Signage Policy and the road safety guidelines for sign content set out in Section 3.4 of the SEPP 64 <i>Transport Corridor Outdoor Advertising and Signage Guidelines</i> .
Signage Capital Cost	The Licensee, at the Licensee's cost, will be required to construct the signage in accordance with plans approved by the Licensor and in accordance with the relevant development consent and any development consent conditions.
Termination	The Licensor may terminate the Licence if the Licensee has not constructed the relevant signage structure within 6 months of licence execution for Sites (A, D, F, and G) and within 6 months of the DA Approval Date for Sites (B and C).
Site Contamination	Licensee to accept the site in its existing state and condition including any environmental contamination. Licensee not to contaminate or pollute the Site. Licensee to remediate any contamination at Licensee's cost.
Alterations & Additions	Not permitted without the prior written consent of the Licensor.
Consents	The Licensee will be responsible for obtaining, including the cost of obtaining, any consent required for the signage works.
Services	The Licensee will be responsible for the cost of services.
Maintenance Obligations	The Licensee will be responsible for all day to day maintenance associated with the signage.
Cleaning & Security	The Licensee will be responsible for the cleaning and security of the Site.
Access	The Licensee will be responsible for the cost of provision of access.
Insurances	Public Liability Insurance \$20m and Building Insurance.
Security Deposit	3 months Licence Fee, payable on execution of Licence.
Sublicences	The Licensee may not sublicense without the consent of the Licensor, in the Licensor's absolute discretion.
Assignment	The Licensee may not assign without the consent of the Licensor.
Ownership of Improvements at End of Term	Upon expiry or sooner determination of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.
End of Term Options	No first rights of refusal for licence renewal or freehold land acquisition. No automatic licence extensions.

The final licence will be on such terms and conditions as may be reasonably required by WSPT.

5. LODGEMENT OF PROPOSALS

5.1 Lodgement of RFP Proposals

The lodgement of proposals must be completed in all respects, and submitted by the Proponent by NSW eTendering.

5.2 RFP Closing Date and Time

The RFP closing date and time (Closing Time) is specified on the RFP Lodgement Details and Contact Summary.

The judgement of WSPT as to the time a proposal has been lodged will be final.

WSPT may, by written notice, extend the Closing Time. Where WSPT extends the Closing Time, the new Closing Time will apply to all Proponents.

5.3 Facsimile and Email Proposals

Facsimile proposals and proposals submitted via email (instead of eTendering NSW) will not normally be accepted, except where the Proponent has been unable to lodge via eTendering and the Contact Officer has instructed the Proponent that they can submit via facsimile or email, and subject to the Proponent delivering an original hard copy of the proposal submitted by facsimile or email with the Contact Officer as soon as possible after the Closing Time.

5.4 Late Proposals

RFPs received after the Closing Time may be considered invalid, unless it is clear that the cause of the lateness was beyond the Proponent's control and, that in the opinion of the Contact Officer, there is no possibility that the integrity of the RFP process has been compromised. Lodgement of Proposals by the Closing Time is entirely the Proponent's responsibility.

5.5 Clarification and Changes

WSPT will, if appropriate, have discussions with Proponents to answer queries and clarify issues in relation to this RFP. Any further information given to a Proponent prior to the deadline for lodgement of the RFPs will be issued to all Proponents.

Questions from Proponents need to be submitted in writing via NSW eTendering.

<https://tenders.nsw.gov.au>

The closing date for questions will be five days before the RFP Closing Time. Questions submitted or clarification sought after the closing date for questions may or may not be answered at the absolute discretion of the WSPT.

WSPT may amend this RFP from time to time. WSPT will notify known Proponents of any amendments to this RFP through the issue of Addenda via email.

6. ASSESSMENT OF SUBMISSIONS

6.1 Assessment Criteria

The information provided by a Proponent will be reviewed and assessed against the following assessment criteria:

<i>Category</i>	<i>Criteria</i>
1. FINANCIAL OFFER	The value of the proposed financial offer including, but not limited to, licence fee payments to WSPT for the Licence of the Site.
2. FINANCIAL CAPACITY	The Proponent's financial capacity to perform the Licensee's obligations under the Licence.
3. EXPERIENCE	The Proponent's demonstrated experience, expertise and past performance in signage management and operations.
4. LICENCE TERMS	The extent of acceptance and compliance with WSPT proposed Licence terms and conditions.
6. PROGRAM	Proposed infrastructure construction practical completion date and proposed licence commencement dates.

Information supplied in a proposal to the various sections of the RFP Document will be taken into account in the assessment against each criterion.

As part of the assessment, the Assessment Panel may also perform such security, referee or financial checks of the type identified in paragraph 7.5.

Proponents are advised that neither the highest nor any financial offer may necessarily be selected.

In considering proposals, the WSPT may take into account any fact, matter, circumstance or consideration that in its absolute discretion, it considers appropriate.

6.2 Assessment Process

WSPT will assess submissions to identify Proponents who are interested in, and capable of, satisfying WSPT's objectives.

WSPT may seek advice from an Assessment Panel comprising representatives from WSPT, other government agencies and private sector advisers in assessing the RFP Proposals. However, the short-listing and selection of Proponents will be made by the WSPT in its absolute discretion.

WSPT will not be under any obligation to consider any Proposal or to negotiate or continue to negotiate with any Proponent.

Proposals requesting alternative licence fee structures, licence periods and licence terms may be considered provided it can be shown that they are favourable to the WSPT's objectives.

After assessment of proposals, WSPT may request further information about an aspect(s) of the Proponent's proposal.

6.3 Negotiation Period

WSPT proposes to enter into a negotiation period (exclusive or non-exclusive) with one or more Proponent(s) with respect to the sites for which they have been short-listed with a view to finalising Licences acceptable to and for execution by WSPT. WSPT reserves the right to extend the negotiation period in respect of any site at any time. Negotiation periods for different sites may vary.

Negotiation periods will expire on the earlier of:

- a) WSPT giving the Proponent written notice (expiring at any time) that negotiations are terminated with that Proponent for that site; and
- b) WSPT and a Proponent entering into a formal Licence document with respect to a particular site.

WSPT will not be responsible for any expenses or losses incurred by Proponents as a result of the termination of the Negotiation period.

6.4 Notification

Once WSPT has prepared a list of short-listed Proponents for a site, WSPT will notify Proponents whether or not they have been short-listed for negotiations with the WSPT with respect to a particular site.

When a Licence has been executed for a particular site, WSPT will notify other Proponents who were short-listed for negotiations with WSPT in respect of that site.

7. PARTICIPATION IN THE RFP PROCESS

7.1 Limited Purpose and Context of Request for Proposals

Information has been provided in this RFP to assist Proponents to make their own evaluation of the Sites so as to enable those Proponents to submit the information required by the RFP. Proponents who submit this information are expected to undertake their own independent investigations, review and analysis of the Sites and the information set out in this RFP.

This RFP does not purport to contain all of the information that Proponents may require for the purpose referred to above. Proponents must rely entirely on their own investigations, review and analysis, and not on this RFP, and must form their own opinion as to whether or not to submit the information required by the RFP.

7.2 Acknowledgement and Disclaimer

WSPT, their officers, employees, advisors and agents:

- a) make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this RFP;
- b) make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
- c) make no express or implied representation or warranty with regard to future revenues, operating costs and profitability of the Proponent's proposed use of the Site; and
- d) to the extent permitted by law, expressly disclaim all liability arising from information contained in or omitted from this RFP or otherwise provided to a Proponent.

It is the responsibility of Proponents to obtain all information necessary or convenient for the preparation of their proposals. In submitting a proposal, each Proponent acknowledges that it has not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this RFP, or otherwise provided to a Proponent by WSPT or on WSPT's behalf. The Proponent must rely on their own investigations and satisfy themselves in relation to all aspects of the Proponent's proposal.

7.3 No Contract

This RFP is not a contract. No legal or other obligation will arise between any Proponent and WSPT unless and until a formal Licence is entered into. In the event that a Licence is entered into in relation to the RFP, this request for RFP does not form part of the Licence except to the extent that it is expressly incorporated.

WSPT is not obliged to proceed with this request for RFP process.

This RFP document does not constitute an offer in relation to the licence of a site.

7.4 Proponent Costs

All expenses and costs incurred by a Proponent in connection with this RFP, including (without limitation) preparing and lodging a proposal, providing WSPT with further information, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the Proponent.

7.5 Security, Probity, Risk and Financial Checks

WSPT reserves the right to perform such security or financial checks and procedures as it considers necessary in relation to the Proponent, its officers, employees, partners, associates or related entities (including consortium members and their officers or employees if applicable). These checks may include (without limitation) ascertaining risk associated with each Proponent in relation to:

- a) financial viability;
- b) corporate history;
- c) significant litigation (past, present or pending);
- d) past performance;
- e) experience, qualifications and skills of resources; and
- f) other issues of risk.

Each Proponent agrees to provide, at its cost, all reasonable assistance to WSPT in this regard.

7.6 Proposals to be Legible

Proposals should be clear, concise, complete and relevant. Proposals containing information which is not clear or legible may be excluded from the evaluation process.

7.7 Public Statements

Proponents must not make any public statements (including without limitation providing information or documents for publication in any media) in relation to this RFP or any subsequent contract arising out of this RFP, without WSPT's prior written approval. WSPT will not withhold its approval to the extent the Proponent is required by law to disclose information.

7.8 WSPT's Rights

Notwithstanding any other provision of this RFP, WSPT reserves the right, at any time to:

- a) alter, amend or vary this RFP and the process outlined in this RFP;
- b) suspend or terminate this RFP process or any part of it if WSPT considers that it is in the public interest to do so;
- c) require additional information or clarification from any Proponent or anyone else, or provide additional information or clarification to any Proponent or anyone else;
- d) negotiate or not negotiate with any one or more Proponent, and discontinue negotiations at any time;
- e) allow, or not allow, a successful Proponent to enter into the proposed agreement in the name of a different legal entity from that which provided a proposal to this RFP; and
- f) add to, alter, delete or exclude any of the requirements to be provided by a successful Proponent under this RFP.

For the avoidance of doubt, WSPT may exercise its rights under this clause and elsewhere in this RFP at any time and in its absolute discretion, unless this RFP expressly provides otherwise.

7.9 Conflict of Interest

Proponents must include in their proposal details of any known circumstances that may give rise to an actual or potential conflict of interest with WSPT in responding to this RFP or in the provision of the property or services specified in the RFP. If at any time after the proposal is submitted to WSPT, an actual or potential conflict of interest arises or may arise for any Proponent, the Proponent must immediately notify WSPT in writing. WSPT may, in its absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest;
- b) disregard the proposal submitted by such a Proponent; or
- c) take any other action as it considers appropriate.

7.10 Canvassing

The canvassing of WSPT employees, consultants and advisers relating to this RFP and may result in disqualification of submitted proposals.

7.11 False and Misleading Claims

The attention of Proponents is drawn to the provisions in the *Competition and Consumer Act 2010 (Cth)* and *Fair Trading Act 1987 (NSW)* which prohibit the giving of false and/or misleading information in documents such as a proposal.

7.12 Collusive Bidding

Proponents, consortium members and their respective officers, employees, agents and advisers must not engage in any collusive bidding (other than bidding by consortia to the extent permitted by this RFP), anti-competitive conduct or any other similar unlawful conduct with any other Proponent or any other person in relation to the preparation or lodgement of their proposal.

7.13 NSW Government Code of Practice for Procurement

Proponents are to comply with the NSW Government *Code of Practice for Procurement*, which is available at:

http://www.procurepoint.nsw.gov.au/sites/default/files/documents/code_of_practice_for_procurement_2005.pdf

Lodgement of a proposal is evidence of the Proponent's agreement to comply with the Code of Practice for Procurement.

7.14 Unlawful Inducements

Proponents and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or NSW Government procurement policies regarding the offering of inducements in connection with the preparation of their proposal.

7.15 Improper Assistance

Proponents must not use the improper assistance of any WSPT employee or use information obtained unlawfully or in breach of an obligation of confidentiality to WSPT in preparing their proposal.

8. PROPOSAL SCHEDULES

8.1 Schedule 1: Proponent Details

ITEM	INFORMATION	DETAILS
1	Proponent's Full Legal Name	
2	Proponent's Australian Business Number (ABN)	
3	Specify business entity type (e.g. individual (sole trader), corporation, partnership, association, trust, superannuation fund)	
4	Business Entity Registration Date	
5	Proponent's Trading or Business Name	
6	Proponent's Address (business & postal)	
7	Australian Business Number (ABN)	
8	Contact Person's Name	
	Position	
	Address	
	Telephone No.	
	Facsimile No.	
	E-mail Address	

SIGNED, SEALED AND DELIVERED)
by the PROPONENT in the)
presence of:)
.....
Secretary/Director/Witness (signature)	Director/Proponent (signature)
.....
Secretary/Director/Witness Name (printed)	Name (printed)

(Note: in the case of partnerships all partners are required to sign. In the case of a company two directors or a director and company secretary are required to sign. In the case of a proprietary company that has a sole director who is also the sole company secretary, that director is required to sign).

8.2 Schedule 2: Licence Fee Offer

Proponents are invited to submit a financial offer to licence the Sites. Please nominate the Site and Option by entering an Annual Licence Fee Offer. Offers will be assessed on an individual site basis.						
Site	A	B	C	D	F	G
SEE Site Description	Site 2-6	Site 5	Site 6	Site 1	Site 3	Site 4
Location	Eastern Creek	Cecil Park	Cecil Park	Horsley Park	Horsley Park	Cecil Park
Lot	3	3	3	6	19	14
DP	1041487	1087825	1087825	1021711	1022008	1021940
Single-Sided or Double-Sided	Double-Sided	Double-Sided	Double-Sided	Single-Sided	Double-Sided	Single-Sided

Licensing Agreement	Construct & Use					
Licence Period	15 years					
Annual Licence Fee Offer (pa) (excl GST) Conventional Static	\$	\$	\$	\$	\$	\$
Annual Licence Fee Offer (pa) (excl GST) Digital	\$	\$	\$	\$	\$	\$
Annual Licence Fee Review	Greater of CPI & []% [Proponent to Nominate %]					
Licensee's Capital Works Cost (excl GST)	\$	\$	\$	\$	\$	\$
Nominate Sign Construction Practical Completion Date						

I hereby submit the above financial offer for the Sites in response to the Western Sydney Parklands Advertising Signage Sites RFP.

Signed _____ Name _____ Date _____

8.3 Schedule 3: Financial Capacity & Experience

ITEM	INFORMATION	DESCRIPTION
1	Financial Capacity <ul style="list-style-type: none"> Financial capacity to perform the Licensee's obligations under the Licence. 	
2	Experience <ul style="list-style-type: none"> Describe the Proponent's demonstrated experience in signage management and operations. 	
3	Expertise <ul style="list-style-type: none"> Describe the skills and qualifications of the key personnel in the Proponent's organisation. 	
4	Past Performance <ul style="list-style-type: none"> Detail the Proponent's track record and performance in signage management and operations. Provide details of two referees. 	

8.4 Schedule 4: Signage Content & Principal Licence Terms Commitment**(i) Signage Content**

It is a condition of this RFP that the Proponent commits to the signage content requirements.

Do you agree to be bound by the signage content requirements as per RFP Section 3.4 and the SEPP 64 Transport Corridor Outdoor Advertising and Signage Guidelines. (Yes or No)?

Proponent's Answer

(ii) Principal Licence Terms

It is a condition of this RFP that the Proponent substantially accepts the principal terms and conditions of the Licence.

Do you agree to be bound by all the Principal Licence terms contained in Sections **Error! Reference source not found.** and/or 4.1 (Yes or No)?

Proponent's Answer

If "No" please complete the table below and the reason for the requested change provided.

Licence Term (Section Error! Reference source not found.)	Response (Do not comply, partially comply, not applicable)	Alternative Proposed	Reason for Requested Change
Licence Term (Section 4.1)	Response (Do not comply, partially comply, not applicable)	Alternative Proposed	Reason for Requested Change

Proponent's Name:

Proponent's Signature:

Date:

8.5 Schedule 5: Statutory Declaration

STATE OF NEW SOUTH WALES STATUTORY DECLARATION

I.....
.....

do solemnly and sincerely declare that:-

Definitions

1. In this statutory declaration -

“the Principal” means Western Sydney Parklands Trust;

“the Proponent” means (details of Proponent corporation as appropriate);
.....
.....

“RFP” means Request for Proposals 01WSPT2017 – Western Sydney Parklands Advertising Signage Sites

“Financial Offer” means the amount indicated by a Proponent as being the amount for which that Proponent is prepared to complete the RFP;

Preamble

2. I hold the position of of the Proponent and am duly authorised by the Proponent to make this declaration on its behalf.

3. I make this declaration on behalf of the Proponent and on behalf of myself.

Collusive Tendering

4. Prior to the Proponent submitting its Proposal for the RFP, neither the Proponent nor any of its servants or agents had knowledge of the Financial Offer or proposed Financial Offer for the RFP of any other Proponent who submitted, or of any other person or organisation proposing to submit, a Proposal for the RFP.

5. Prior to the close of Proposals, neither the Proponent nor any of its servants or agents disclosed the Proponent’s Financial Offer for the RFP to any other Proponent who submitted a Proposal for the RFP, to any other person or organisation proposing to submit a Proposal for the RFP, or to any other person or organisation connected with such a Proponent, person or organisation.

Unsuccessful Proponents’ Fees

6. Neither the Proponent nor any of its servants or agents has entered into any contract, agreement, arrangement or understanding that the successful Proponent for the RFP would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Proponent who unsuccessfully submitted a Proposal for the Sites.

Qualifications to Proposals

7. Neither the Proponent nor any of its servants or agents has entered into any contract, agreement, arrangement or understanding that, Proponents for the RFP would include an identical or similar condition or conditions in their Proposals.

Conditions of Participation

8. Both the Proponent and its subcontractors satisfy the Conditions of Participation listed in RFP Section 7.

And I make this solemn declaration conscientiously believing that it is true and correct and is made in the belief that a person making a false declaration is liable to the penalties of perjury.

.....
(Signature of person making declaration)

Declared at

the day of 2017

Before me

.....

.....
(Signature, Title, Name and Address of person
before whom the declaration is made)