



**CUMBERLAND  
COUNCIL**

## **EXPRESSION OF INTEREST**

**T-2018-063**

**Supply, Install and Maintain Bus Shelters**

EOI Summary Information	
Expression of Interest (EOI) No.	T-2018-063
Project Name	Expression of Interest for Supply, install and maintain Bus Shelters
Issue of EOI	22 January 2019
Closing Date and Time	19 February 2019 at 2pm
Briefing or Site Inspection	Not Applicable
Addressing Lodgement	Responses are to be submitted via electronic lodgement through the eTendering website at: <a href="https://tenders.nsw.gov.au/wsroc/">https://tenders.nsw.gov.au/wsroc/</a>
Nominated Contact Person/s	Bill So  E-mail: <a href="mailto:tendering@cumberland.nsw.gov.au">tendering@cumberland.nsw.gov.au</a>
Information Contained in EOI Package	This request for EOI contains the following Sections: (a) Part A: Introduction to EOI (b) Part B: Conditions of EOI, including the following Annexures: (i) Annexure A: Specification/Brief (ii) Annexure B: Returnable Schedules (iii) Annexure C: Declaration of Compliance and Conflict of Interest
EOI Assessment	TBA
Short-listing by Council	TBA
Short-listed parties are invited to submit selective Request For Tender/Request For Quotation	TBA

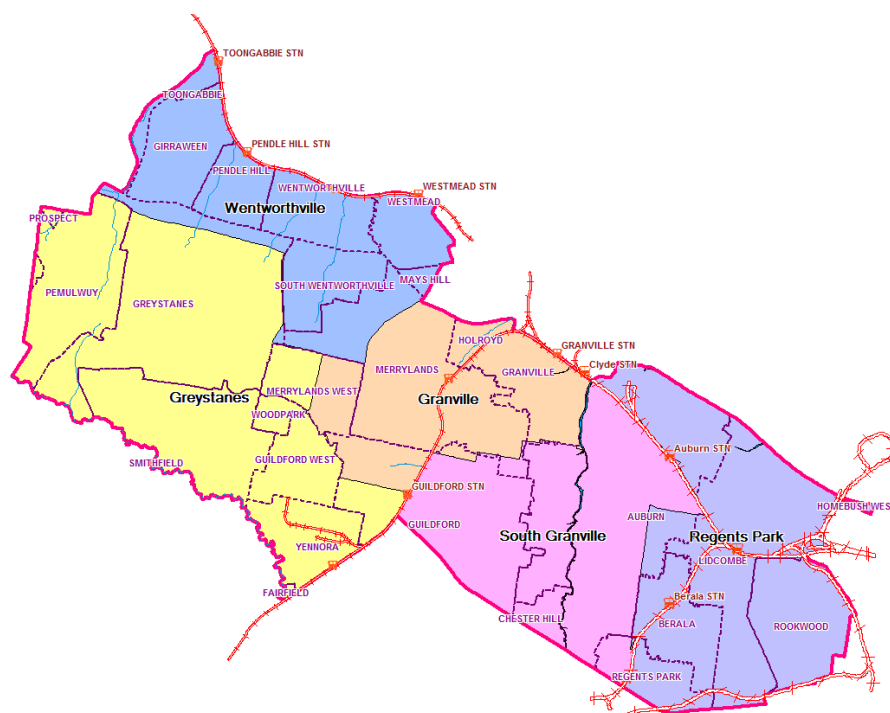
## Part A - Introduction

### A1.1 BACKGROUND

Cumberland Council (**Council**) is seeking expression of interest from proponents with established experience and appropriate qualifications (**Proponents**) in relation to the Design, manufacture, installation and maintenance of Bus Shelters (**Project**) *for an initial period of 10 years with an option to extend further for 5 years.*

The Project's brief scope of works is further described in Annexure A to this Expression of Interest (**EOI**).

The Cumberland Local Government Area is situated 20 km west of Sydney CBD and covers 72 square kilometres. It incorporates the former Holroyd City Council area, parts of the former Auburn City Council and part of Parramatta City Council.



### A1.2 PURPOSE

The purpose of this document is to invite Proponents to provide Council with an EOI, which amongst other things, demonstrates the Proponent's capabilities and ability to meet Council's requirements as outlined in this document.

### A1.3 ENQUIRIES AND NOMINATED CONTACT PERSONS

Proponents should not seek information from any person(s) or rely on any information provided by any person(s) other than the Nominated Contact Person listed in the Summary Information on the cover page.

All enquiries in relation to this EOI must be directed by email to the Nominated Contact Person at [tendering@cumberland.nsw.gov.au](mailto:tendering@cumberland.nsw.gov.au).

### A1.4 THE EOI PROCESS

The EOI process is as follows:

- the EOI forms the first part of a two stage selective tender process for the Project; and
- following the evaluation of Proponents, Council may, at its sole discretion, request shortlisted Proponents to submit a Request for Tender.

Council reserves the right, at any time, for any reason and on any grounds to:

- (a) amend this EOI any time prior to, on or after the time for lodgement of the EOI;
- (b) extend the closing date for the EOI;
- (c) consider any non-complying EOI;
- (d) require additional information, clarification or further offers from any Proponent;
- (e) not issue an EOI for the proposed Project to any Proponent;
- (f) negotiate with one or more Proponents;
- (g) issue an EOI for the proposed Project to organisations who are not a Proponent;
- (h) change the staging described in this EOI;
- (i) change the timing for the assessment of the EOI and the delivery of the proposed Project;
- (j) not proceed with the proposed Project; or
- (k) take such other action as it considers, in its absolute discretion, appropriate.

Council:

- (a) is not obliged to attribute, and will not provide any reasons, for any actions or decisions taken, arising out of, or in respect of, the EOI process;
- (b) may, at any time, following receipt of EOIs, request any or all of the Proponents to supply any further information or clarification, which Council considers necessary to enable Council to better understand or evaluate the capability of the Proponent;
- (c) notes that the EOI, including any information or other documents concerning the proposed Project, which have been provided or made available by Council, are confidential and may only be used for the sole purpose of submitting a EOI for the proposed Project;
- (d) is under no obligation or duty to proceed with the whole, or any part, of the proposed Project as contemplated by this EOI or at all; and
- (e) is under no obligation or duty to invite any organisation which may lodge an EOI for the proposed Project or at all.

#### **A1.5 STATUS OF EOI**

This EOI is not an invitation to tender and no agreement will be formed between Council and the Proponents submitting an EOI.

Council will not be responsible for or pay any costs, losses or expenses suffered or incurred by the Proponent arising out of or in connection with the submission of the EOI, or for providing further information if so requested by Council.

#### **A1.6 NON-DISCLOSURE OF INFORMATION**

The EOI and any documents made available by Council for the information of Proponents (**Confidential Information**) are confidential and are provided to the Proponent on that basis.

The Proponent must:

- (a) treat as confidential, and keep confidential and secure, any Confidential Information;
- (b) not copy, duplicate or otherwise reproduce any documents containing Confidential Information without the prior consent of Council, except as is necessary to submit the EOI to Council; and
- (c) not allow any of its employees, subcontractors or consultants or any third party to copy, duplicate or otherwise reproduce any documents containing Confidential Information without the prior consent of Council, except as is necessary to submit the EOI to Council.

If required to do so by Council, the Proponent must, as soon as possible and without delay, return to Council all documentation disclosed to the Proponent by, or on behalf of Council, (including Confidential Information which the Proponent disclosed to any other person) and any copies of that documentation.

The Proponent must not advertise or issue any information, publication, document or article for publication concerning the subject matter of this invitation to submit an EOI in any media or other way without the prior approval of Council. The Proponent must ensure that all parties engaged in respect of the EOI are aware of, and abide by, this requirement.

#### **A1.7 INTELLECTUAL PROPERTY RIGHTS**

The Proponent warrants that the use of the information or documentation in the EOI by Council will not infringe the intellectual property rights of any person. The Proponent hereby grants to Council an irrevocable, unconditional, royalty free licence (including the right to assign and to grant sublicences) to use and reproduce all proprietary material for any purpose associated with the subject matter of the EOI.

#### **A1.8 DISCLOSURE OF TENDER AND CONTRACT INFORMATION**

Council will publish details of submissions and any contract awarded as a result of this EOI process in accordance with *the Government Information (Public Access) Act 2009 (NSW)* and *Premier's Memorandum M2007-01*.

#### **A1.9 PRICING**

Pricing will be obtained upon a second stage, following the shortlisting of prospective Proponents by Council. Shortlisted Proponents may be invited to submit a Request for Tender.

## Part B - Conditions of Expression of Interest

### B1.1 FORMAT OF EXPRESSION OF INTEREST

The EOI submission must:

- (a) be clear and concise;
- (b) be divided into the following sections:
  - (i) company details;
  - (ii) relevant experience and delivery record for similar services in the Sydney region;
  - (iii) organisation structure;
  - (iv) resource capacity;
  - (v) quality assurance systems;
  - (vi) indicate any conflicts of interest;
  - (vii) provide any WHS management plans;
  - (viii) financial and insurance capacity;
  - (ix) indicative rates;
- (c) include the information requested in Annexure B reflecting the requirements of the eight sections set out in paragraph B1.1(b)(i) to (ix) above; and
- (d) be endorsed as set out in the Summary Information.

### B1.2 LODGEMENT OF EXPRESSION OF INTEREST

Please submit the EOI at the address and by the time and date specified in the Summary Information.

### B1.3 CONDITIONS FOR PARTICIPATION

The conditions for participation set out in this clause B1.3 (**Conditions for Participation**) are mandatory threshold requirements that must be met for an EOI to be accepted for evaluation.

Any submission that does not meet the requirements of clause B1.3 will be excluded from evaluation.

The Conditions for Participation are as follows:

- (a) the Proponent must complete and lodge its EOI in accordance with the requirements of:
  - (i) the Council's Code of Conduct. Refer to:  
<https://www.cumberland.nsw.gov.au/sites/default/files/2017-10/code-of-conduct.pdf>
  - (ii) the Proponent must complete and lodge its submission in accordance with Council's Statement of Business Ethics. Refer to:  
<https://www.cumberland.nsw.gov.au/sites/default/files/2017-10/statement-of-business-ethics-1.pdf>
  - (iii) the Local Government Regulation (General) Regulation 2005 (NSW);

- (b) the Proponent complies with the *NSW Government Code of Practice for Procurement (NSW Code)*, the *NSW Government's Implementation Guidelines to the NSW Code of Practice (NSW Guidelines)* and any amendments thereto. Lodgement of a EOI will itself be an acknowledgement and representation by the Proponent that it is aware of the requirements of the NSW Code and the NSW Guidelines, that it will comply with the NSW Code and the NSW Guidelines and that it agrees to provide evidence of compliance with the NSW Code and the NSW Guidelines and access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.

If the Proponent has failed to comply with the NSW Code and the NSW Guidelines, the failure will be taken into account by the Council when considering this EOI or any subsequent submission and may result in this or any subsequent submission being passed over without prejudice to any other rights of action or remedies available to the Council. Refer to:

[https://www.procurepoint.nsw.gov.au/system/files/documents/code\\_of\\_practice\\_for\\_procurement\\_2013\\_ir\\_guidelines\\_0.pdf](https://www.procurepoint.nsw.gov.au/system/files/documents/code_of_practice_for_procurement_2013_ir_guidelines_0.pdf) and  
[http://www.industrialrelations.nsw.gov.au/biz\\_res/oirwww/pdfs/NSW\\_IR\\_Guidelines\\_Building\\_and\\_Construction\\_Procurement.pdf](http://www.industrialrelations.nsw.gov.au/biz_res/oirwww/pdfs/NSW_IR_Guidelines_Building_and_Construction_Procurement.pdf);

- (c) the Proponent demonstrates their capacity to manage environmental matters in accordance with the *NSW Government Environmental Management Systems Guidelines*. Refer to:  
<https://www.procurepoint.nsw.gov.au/environmental-management-systems>;
- (d) the Proponent provides all returnable schedules and addenda (if any) within the timeframes provided in this EOI.

#### **B1.4 RETURNABLE SCHEDULES**

Please ensure that the returnable schedules described at Annexure B are provided to Council.

#### **B1.5 ACCEPTANCE OF SUBMISSIONS**

Unless otherwise stated in this EOI, submissions may be taken, at Council's sole discretion, for part, or the whole of the Project.

#### **B1.6 SUBMISSION VALIDITY PERIOD**

All submissions will remain valid and open for acceptance for a minimum period of ninety (90) days unless extended on mutual agreement between parties in writing (**Submission Validity Period**).

Proponents may withdraw their submission at any time after the expiration of the Submission Validity Period.

#### **B1.7 PROPONENTS TO INFORM THEMSELVES**

Proponents shall be deemed to have:

- (a) examined the EOI and any other information available in writing to Proponents for the purpose of submitting an EOI;



- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their submission which is obtainable by the making of reasonable enquiries;
- (c) satisfied themselves as to the correctness and sufficiency of their submissions; and
- (d) satisfied themselves they have a full set of the EOI documents and all relevant attachments.

Council notes that:

- (a) Council, its members, directors, officers, employees, agents or advisors makes no representation or warranty as to the accuracy, adequacy, reasonableness or completeness of the information provided under the EOI;
- (b) neither Council nor their professional advisors shall be liable for any loss or damage arising as a result of reliance on the Information, nor for any expenses incurred by Proponents at any time; and
- (c) any advisors or agents appointed by Council, whether legal, financial, technical or other, will not be responsible to anyone other than Council for providing advice in connection with this EOI.

#### **B1.8 AMENDMENTS TO THIS EXPRESSION OF INTEREST**

The Proponent shall not alter or add to the EOI unless required by this clause B1.8.

Council may issue addenda to clarify or to amend the EOI documents. Every addendum will, upon issue, form part of the EOI. Receipt of each addendum must be acknowledged on the form issued with the addendum, and the completed form must be lodged with the EOI submission. Failure to acknowledge the receipt of any addendum may render an EOI non-conforming.

All documents, materials, articles and information submitted by the Proponent as part of, or in support of, an EOI submission shall become the absolute property of Council and will not be returned to the Proponent at the conclusion of the submission process.

The Proponent does not acquire any intellectual property rights in any documents provided by Council. Proponents shall not reproduce any of those documents (or information contained therein) in any material form (including photocopying or storage in any medium by electronic means) without the written permission of Council other than for use strictly for the purpose of preparing submissions.

#### **B1.9 CANVASSING OF OFFICIALS AND NON-COLLUSION**

The Proponent must, for so long as its EOI remains capable of acceptance:

- (a) not collude with, or communicate with, any other Proponent concerning its EOI or the EOI process;
- (b) not canvas, whether through an agent or personally, any of the Council's members, officers or employees with a view of influencing acceptance of an EOI (whether its own or another Proponent);
- (c) behave ethically and in accordance with generally accepted standards of commercial behaviour;
- (d) advise Council, in writing as soon as is practicable, if it becomes aware that any of the information supplied by it, or any statement made by it, is or becomes incorrect, inaccurate or potentially misleading; and

- (e) advise, in writing as soon as is practicable, if the Proponent is concerned of a conflict of interest, or a potential conflict of interest, arising out of a member on the tender evaluation panel.

Without limiting any other clause in the EOI, or any right Council may have pursuant to this EOI or otherwise, if the Proponent does not comply with clause B1.9, Council may immediately terminate the involvement of the Proponent in the EOI process.

#### **B1.10 IDENTITY OF THE PROPONENT**

The Proponent shall be the individual, individuals, corporation or corporations named as the Proponent and whose execution appears in the returnable schedules of this EOI.

#### **B1.11 COSTS OF SUBMISSION**

Council is not liable for any cost incurred at any date as a result of an EOI submission by the Proponent including cost of any amendments.

#### **B1.12 CLARIFICATION OF THE REQUEST**

The Proponent should seek clarification on any point of doubt or uncertainty regarding this EOI from the Nominated Contact Person specified in the Summary Information before submitting an EOI submission. The Proponent agrees and acknowledges that any clarification sought is to be confined to the EOI and will not be an attempt of any kind to solicit new information from Council.

#### **B1.13 REJECTION OF TENDER**

An EOI may be rejected where:

- (a) it is not submitted before the Closing Date and Time;
- (b) it is not submitted at the place specified in the EOI; or
- (c) it is a non-conforming EOI.

#### **B1.14 BRIEFING OR SITE INSPECTIONS**

Not applicable

#### **B1.15 EVALUATION CRITERIA**

Those evaluation criteria designated as compliance criteria are evaluation criteria that must be met by the Proponent (**Compliance Criteria**). An EOI that fails to fully comply with the Compliance Criteria will be rejected.

Qualitative criteria are evaluation criteria which will be taken into account by the evaluation panel when evaluating the EOI response (**Weighted Evaluation Criteria**). It is mandatory that Proponents respond to each Weighted Evaluation Criteria. Any EOI that fails to respond to the Weighted Evaluation Criteria will be rejected.

Quotes will be assessed against both Compliance Criteria and Weighted Evaluation Criteria.

### Compliance Criteria

The following Compliance Criteria must be met:

- (a) Quality Management System Third Party Certified in last 2 years – for manufacture of bus shelters
- (b) Quality Management System Third Party Certified in last 2 years – for maintenance on street furniture incl. bus shelters
- (c) WHS Management System Third Party Certified in last 2 years
- (d) Audited Financial Statement for last 3 years

### Weighted Evaluation Criteria

The following Weighted Evaluation Criteria will be used in the evaluation of EOI submissions received for this EOI:

- (a) Demonstrated recent (min 5 years) experience in design and manufacture of bus shelters to Australian Standards
- (b) Demonstrated recent (min 5 years) experience in installation of bus shelters
- (c) Demonstrated recent (min 5 years) experience in maintenance of bus shelters
- (d) Demonstrated ability to source high end advertisements on bus shelters
- (e) Timeframe to replace approximately 166 shelters with the new shelters

## Annexure A - Specification/Brief

### SCOPE OF WORK

***Cumberland Council (Council) is seeking Expressions of Interest from suitably qualified and experienced parties for Design, Manufacture, Install and Maintain Bus Shelters (with and without advertisements) for an initial period of 10 years with an option to extend further for 5 years.***

Council currently has a mix of advertised and non-advertised bus shelters at 166 locations.

Works includes:

- Design of bus shelters to cater for latest advancements in technology (electronic advertising, lighting, time tables etc)
- Design of bus shelters that will be unique to reflect Cumberland LGA
- Manufacture of bus shelters
- Removal and disposal of existing bus shelters
- Installation of bus shelters including concrete slabs wherever required
- Maintenance of bus shelters
- Replacement of bus shelters prior to completion of the initial contract period

## Annexure B - Returnable Schedules

**Refer to Compliance and Evaluation Criteria when addressing the Schedules.**

### SCHEDULE 1 – COMPANY DETAILS (MAXIMUM OF ONE (1) A4 PAGE)

The Proponent must provide details of:

- company name, nature of entity (eg. publicly listed company, partnership, proprietary company) and ACN/ABN;
- the registered office address, head office address, date of incorporation, principal shareholders (unless it is a publicly listed company) and names of all directors/company secretary of the Proponent;
- include a copy of organisation structure;
- occupational health and safety compliance record and quality assurance accreditation that the Proponent holds;
- appropriate licences to perform the work; and
- names and contact details of two persons who, on behalf of the organisation, will be responsible for dealing with Council's enquiries.

### SCHEDULE 2 – EXPERIENCE AND DELIVERY RECORD (MAXIMUM OF FOUR (4) A4 PAGES)

The Proponent must demonstrate its experience and delivery record for provision of work similar to the Project,

The Proponent must provide information which demonstrates its understanding of working on projects that are similar to the Project that it has undertaken within the last three years.

### SCHEDULE 3 – ORGANISATION (MAXIMUM OF FIVE (5) A4 PAGES)

The Proponent must outline its:

- management system and approach;
- quality management system;
- work health and safety system;
- industrial relations approach; and
- organisational size, structure and age.

### SCHEDULE 4 – RESOURCE CAPACITY

As part of the EOI submission, the Proponent must provide the following information in relation to:

- manufacturing ;
- supply and installation; and
- maintenance

Key team members include the managers, engineers and supervisors. In addition, information on proposed subcontractors, installers and suppliers should also be provided in for this section.

## SCHEDULE 5 – FINANCIAL CAPACITY (UNLIMITED PAGES)

As part of the EOI submission, the Proponent must provide sufficient information to enable the assessment of the Proponent's financial capacity and liquidity.

In particular, the Proponent must provide details of:

- audited financial statements for the last two financial years (including trading account, profit and loss account, balance sheet etc.);
- matters (including any court proceedings or other forms of dispute resolution that may result in a liability above \$50,000) that may have a material effect on the Proponent's financial capacity; and
- whether the Proponent is presently able to pay all debts in full as and when they fall due.

## SCHEDULE 6 – INSURANCES

Please provide copies of certificates of currency in relation to the following insurances.

- Public and Product Liability;
- Professional Indemnity;
- Contract Works;
- Workers Compensation; and
- Motor Vehicle

The minimum levels of cover for Product and Public Liability and Professional Indemnity are \$20,000,000 and \$10,000,000 respectively:

## SCHEDULE 7 – DEMONSTRATED CAPABILITY AND ABILITY (MAXIMUM OF FOUR (4) PAGES)

The Proponent must describe its intended logic and sequence of the major tasks and any critical issues of the Project, (including construction methodology and/or service delivery) as well as significant subcontractor involvement, management of subcontractors and any other activities that require additional attention during the Project.

If relevant, the Proponent must list the name, address and number of employees for each subcontractor listed and the aspects of the works that will be subcontracted.

## SCHEDULE 8 – CONFLICTS OF INTEREST

The Proponent must fill out the form attached at Annexure C and should indicate whether there are any actual or potential conflicts of interest that may arise in the performance of the works under the contract, if awarded.

## Annexure C

### Declaration of Compliance and Conflict of Interest

This statutory declaration is made by on behalf of .....  
(**Proponent**) and must be sworn by an authorised officer.

Project Name: **EOI for Supply, Install and Maintain Bus Shelters**

EOI No: **T-2018-063**

I do solemnly and sincerely declare as follows:

1. The enclosed submission includes all mandatory information and documentation set out in Council's EOI.
2. In consideration of Council agreeing to consider this EOI, the Proponent agrees to comply with, and be bound by, the conditions contained in the EOI document.
3. So far as the Proponent is aware the lodgement of this EOI does not result in a conflict of interest, and in particular:
  - a. no representative, officer or employee of the Proponent has a personal relationship with any representative, officer or employee of the Council;
  - b. no representative, officer or employee of the Council has a financial interest in the Proponent; or
  - c. no representative, officer or employee of the Council has a financial interest in the outcome of this EOI process;

except as disclosed hereunder:

.....  
.....  
.....  
.....

4. The Proponent understands and accepts that the Council reserves the right to terminate any further relationship with me, as the Proponent Company as a result of this EOI, should it subsequently be shown that I have failed to disclose herein any matter or contravene any statement relevant to this Declaration. I also accept the Council's right to reject any future tenders from me as the aforesaid company, if I am shown to have made any false declaration herein or otherwise.



CUMBERLAND  
COUNCIL

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