



**CUMBERLAND
COUNCIL**

EXPRESSION OF INTEREST

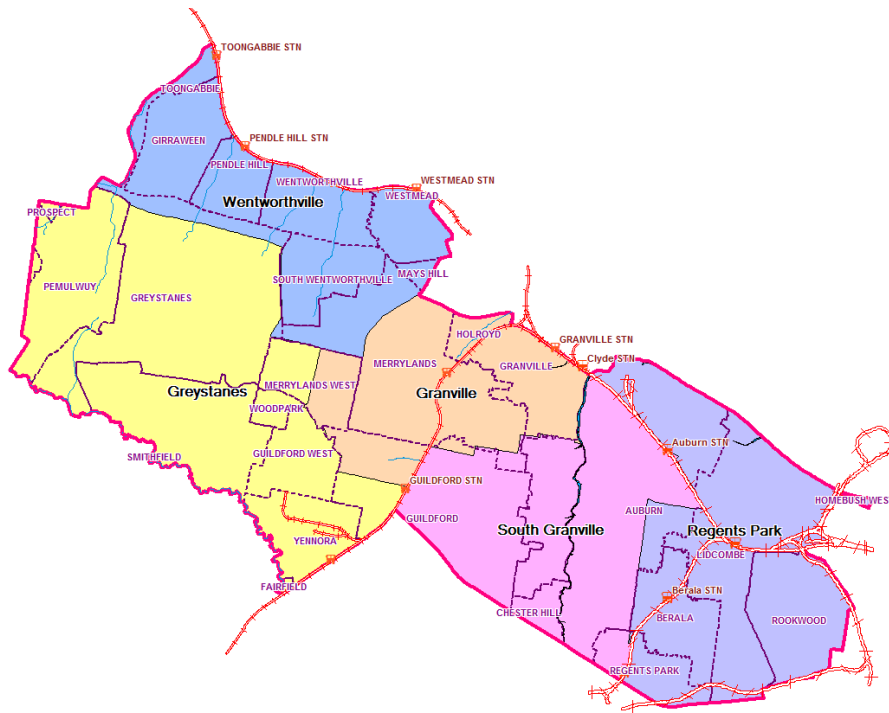
Roads Infrastructure Services T-2018-044

EOI Summary Information	
Expression of Interest (EOI) No.	T-2018-044
Project Name	Expression of Interest for Roads Infrastructure Services
Issue of EOI Date	5 Feb 2019
Closing Date and Time	2:00pm, 7 March 2019
Briefing or Site Inspection (Mandatory)	Wednesday 20 February at 1 pm in committee room 2, 16 Memorial Av, Merrylands 2160
Addressing Lodgement	Responses are to be submitted via electronic lodgement through the eTendering website at: https://tenders.nsw.gov.au/wsroc/
Nominated Contact Person/s	<p>Bill So</p> <p>E-mail: tendering@cumberland.nsw.gov.au</p>
Information Contained in EOI Package	<p>This request for EOI contains the following Sections:</p> <p>(a) Part A: Introduction to EOI</p> <p>(b) Part B: Conditions of EOI, including the following Annexures:</p> <p>(i) Annexure A: Specification/Brief</p> <p>(ii) Annexure B: Returnable Schedules</p> <p>(iii) Annexure C: Declaration of Compliance and Conflict of Interest</p>
EOI Assessment	TBD
Short-listing by Council	TBD
Short-listed parties are invited to submit selective Request For Tender/Request For Quotation	TBD

Part A - Introduction

A1.1 BACKGROUND

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.



Council's infrastructure network consists of approximately:

- 620kms of roads
- 650kms of stormwater pipes
- 850kms of footpath
- 1,230kms of kerb and gutter

The Long Term Financial Plan indicates that approximately \$13M needs to be spent on renewal and maintenance to maintain the civil infrastructure to its current condition.

Cumberland Council (Council) is seeking Expressions of Interest from suitably qualified and experienced parties for a wide range of Road Infrastructure Services (Services) based on a 'Standing Offer' Road Maintenance Deed for an initial period of 5 years with an option to extend for a further 2+1 year periods.

While the Services are primarily to be performed in the Cumberland Local Government Area, Council envisages that Other Local Government Areas may wish to engage Council to provide services similar to the Services on their behalf.

As a result, successful Respondents may be directed to perform the Services at any Other Local Government Areas.

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.

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 Roads maintenance and rehabilitation works including associated concrete and drainage works 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 and
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

Mandatory Site Inspection and Briefing

An EOI site inspection and briefing is required. Please refer to the Summary Information page for the date, time and address.

Proponents are required to attend the EOI site inspection and briefing. Failure to attend a mandatory briefing/site inspection will disqualify the Proponent from submitting an EOI.

Please confirm the Proponent's attendance with the Nominated Contact Person prior to the site inspection and briefing.

The purpose of the meeting will be to brief prospective Proponents on important aspects of the EOI and briefly advise on to respond to queries.

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) ABN Registration
- (b) WHS Management System Third Party Certified in last 3 years
- (c) Quality Management System Third Party Certified in last 3 years
- (d) Environmental Management System Third Party Certified in last 3 years
- (e) Audited Financial Statements for past 3 years
- (f) Evidence of Chain of Responsibility Policy

Weighted Evaluation Criteria

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

- (a) Capacity to supply minimum 24,000 tonnes of asphalt per annum.
(Note: Respondents to include details of what mix types can be supplied and current spare capacity of the asphalt plant.)
- (b) Capacity to supply additional 20,000 tonnes asphalt per annum.
- (c) Capacity to supply and lay minimum 24,000 tonnes of asphalt per annum.
(Note: Respondents to include number of personnel and asphalt crews to be dedicated to the Services.)
- (d) Details of plant and equipment to be dedicated to the Services
- (e) Resources to be dedicated to carry out Road Restoration Services (small areas)
- (f) Capacity to supply concrete and prefabricated materials
- (g) Capacity to carry out civil works including concrete works for footpaths, kerb & gutter, stormwater drainage and other miscellaneous works
- (h) Capacity to reuse recycled materials in asphalt production
- (i) Capacity to provide Value Added Services
- (j) Current proven innovative practices

Annexure A - Specification/Brief

SCOPE OF WORK

Council intends to upgrade their roads and related infrastructure. The major services Council intends to procure by way of this Request are:

- Supply, Delivery and Lay Asphalt;
- Asphalt Mill and Fill;
- Pavement Restoration/ Patching;
- Concrete works for Footpath, Driveways and Kerb and Gutter (construction and maintenance)
- Linemarking

In addition to the above, Council will provide the opportunity to the successful contractor to carry additional works. Some examples of these additional works are:

- Spray Seal;
- Crack Sealing;
- Surface Preservation, Enrichment, Rejuvenation;
- Stabilisation of Road Pavement;
- Shotcreting works
- Stormwater pipe renewals
- Stormwater pipe relining
- Retaining wall construction
- Installation of fencing, guard rails
- Block paving

The form of contract that Council will enter with the successful Respondent(s) is a "standing offer" based Road Maintenance Deed.

While a draft of the Road Maintenance Deed will be provided to Respondent(s) that are Shortlisted to proceed to the RFT Stage, the table below outlines key terms and conditions:

Key Terms and Conditions	Summary
Term	<ul style="list-style-type: none">• 5 year Initial Term• Extension 1 – Up to 24 months (at Council's discretion) to be directed not less than 6 months prior to the end of the Initial Term• Extension 2 – Up to 12 months (at Council's discretion) to be directed not less than 3 months prior to the end of Extension 1

Security	<ul style="list-style-type: none"> Respondent to provide security in the form of an unconditional bank guarantee for an amount that is expected to be equivalent to 15% of the value to the expected 1st year's Services. Respondent to provide a Parent Company Guarantee
Transition Services	<ul style="list-style-type: none"> Prior to the Commencement Date of the Services there is to be Transition Stage where the Respondent carries out Transition Services (to be developed and agreed during the RFP Stage)
Insurance	<ul style="list-style-type: none"> The Respondent must effect and maintain the following insurances: <ul style="list-style-type: none"> Public and Products Liability – Not less than \$50 million for each claim and unlimited in the aggregate Professional Indemnity Insurance – Not less than \$10 million for each claim and in the aggregate (plus provision for one automatic reinstatement during each period of insurance) Employers' liability and Workers Compensation – As required by law Motor Vehicle 3rd Party Insurance Plant and Equipment Insurance
Project Control Group	<ul style="list-style-type: none"> A Project Control Group will be formed, consisting of three Council and three Respondent representatives The expected functions of the Project Control Group include, but are not limited to: <ul style="list-style-type: none"> identifying and proposing resolutions of issues arising in relation to Council's road assets and the carrying out of the Services [monthly] reviewing of the Respondent's performance and making recommendations in respect of the Abatement regime (see below) creating / amending protocols relating to the Services; making recommendations to Council regarding variations to Services; reviewing and recommending changes to the Commercial Framework (see below)

Commercial Framework	<p>Underpinning the Road Maintenance Deed is a Commercial Framework governing the Services. Features of the Commercial Framework include:</p> <ul style="list-style-type: none"> • Annual Works Plan – During the Transition Stage and throughout the Term, the Respondent will consult with Council regarding work to be carried out as the Services during the Transition Period and for the first Contract Year and following Contract Years. For each Contract Year, Council will prepare and provide to the Respondent an "Annual Works Plan". This document is provided for information only and is not determinative of the Services to be procured by Council • Procurement – Council will procure Services during the Term by way of Works Order according the following categories: <ul style="list-style-type: none"> ○ Renewal Works ○ Reactive Works ○ Urgent Works – Which must be commenced immediately by the Respondent ○ Grant Funded Works – where the dates for Service commencement / completion and the maximum price for the Services are not negotiable <p>The Road Maintenance Deed will establish a list of fixed Prices and/or rates for Services which will be referred to in a Works Order</p> <p>Council, may, in its own discretion request the Respondent to provide a quotation for Services before issuing a Works Order</p> • Services Fee – The Services Fee will be calculated according to an agreed formula taking into account agreed Rates and Reimbursable Costs • Abatement – The Services Fee will be subject to Abatement on a monthly basis in the event that agreed Target Performance Levels. Example categories to form part of the Target Performance Levels include: <ul style="list-style-type: none"> ○ Work Order requests completed on time ○ Defects ○ Compliance with reporting requirements ○ Resolution of urgent complaints ○ Customer complaints ○ WHS Incidents
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Annexure B - Returnable Schedules

The quantities of work shown in the Evaluation Criteria are for this contract. The Schedules below are only a guide and response to the Schedules should clearly address the evaluation criteria.

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
- the 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;
- occupational health and safety system;
- industrial relations approach; and
- organisational size, structure and age.

SCHEDULE 4 – RESOURCE CAPACITY (FOR CVS, A MAXIMUM OF ONE (1) A4 PAGE FOR EACH KEY TEAM MEMBER)

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

- relevant experience to meet the defined role;
- his/her availability;
- curriculum vitae (with photograph); and
- alternate person, relevant experience, his/her availability, curriculum vitae.

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 \$50,000,000 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 9 – 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: **Expression of Interest for Roads Infrastructure Services**

EOI No: **T-2018-044**

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:

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.....
.....

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

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160

T 8757 9000 F 9840 9734 W cumberland.nsw.gov.au E council@cumberland.nsw.gov.au

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