## REVISION REGISTER

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PROFESSIONAL SERVICES CONTRACT (CONSTRUCTION INDUSTRY) Request For Proposal

for [insert brief description]
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<td><strong>Place of Lodgement:</strong></td>
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<td><strong>Proposal Evaluation Criteria used for assessment:</strong></td>
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<td><strong>Numerous Panels:</strong></td>
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This document is strictly confidential to RMS. You must not disclose or provide this document to any person, other than to persons engaged in the preparation of your Proposal. You may only use it for the purpose of responding to this Request for Proposal.
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1 Introduction

1.1 Scope

The Roads and Maritime Services seeks proposals for the supply of the products and/or services required for the Project.

Specific details of the products and/or services required are contained in Attachment E Professional Services Contract at Schedule 4 Description of Services.

1.2 Contents

This RFP consists of the following:

- Section 1 – Introduction
- Section 2 – Lodgement
- Section 3 – Proposal content and format
- Section 4 – Evaluation of Proposals
- Section 5 – Other matters
- Attachment A – Covering Letter
- Attachment B – Proposal format
- Attachment C – NSW Government Policy on Aboriginal Participation in Construction
- Attachment D – Statement
- Attachment E – Professional Services Contract

2 Lodgement

2.1 Date and Time and Place of Lodgement

You must submit your Proposal to the Place of Lodgement by no later than the Proposal Closing Date and Time.

If the Place of Lodgement is a webpage then your Proposal must be lodged by uploading it electronically via that webpage and you will be deemed to have accepted the rules of conditions referred to on that webpage.

2.2 Medium of your Proposal

(a) If the Place of Lodgement is a webpage then:
files must not include macros, applets or executable code or files;

(ii) if files are compressed, then they must not be self-extracting (*.exe) zip files;

(iii) file names must include your name (or abbreviated name, if your full name is too long);

(iv) file names must have an extension and not have invalid characters or file names/loading path names too long for the system; and

(v) documents must be in MS Word or pdf format (other than spreadsheets which may be in MS Excel format).

(b) If the Details do not state that the Place of Lodgement is a webpage then you must submit 1 electronic and 2 paper copies of your Proposal. Electronic versions must be on CD and comply with clause 2.2(a). All copies must be identical.

(c) You must follow the Proposal content and format requirements in clause 3.

2.3 Labelling

You must label your Proposal with the RFP Reference Number and the Proposal Closing Date and Time.

2.4 Lodgement at RMS' Ennis Road Office

(a) If the Place of Lodgement is the Tender Box at RMS’ Ennis Road office (located at 20-44 Ennis Road Milsons Point NSW 2061), the following additional conditions apply:

(i) your Proposal must be enclosed in a sealed package not larger than 400mm x 270mm x 190mm; and

(A) endorsed [insert Contract Title and Contract Number] with the Proponent’s name and address clearly displayed;

(B) marked "Tender Box/Strictly Private and Confidential";

and either:

(ii) placed in the Tender Box at the office of the RMS, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,

or

(iii) mailed to the Tender Box, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,
so as to be received by no earlier than one business day before the Proposal Closing Date and Time.

In the event that the Proponent’s Proposal does not fit into one sealed package of the dimensions specified in clause 2.4(a)(i), the Proponent can submit multiple packages each not exceeding the specified dimensions. Each package must be additionally labelled with “Volume 1”, “Volume 2”, etc., as relevant.

3 Proposal content and format

3.1 Proposal content and format

You must format your Proposal according to the following guidelines and using the structure set out in Attachment B. We may regard your Proposal as non-complying if you fail to adhere to these requirements.

You must provide any necessary explanatory or extra material with your Proposal. Your Proposal must be complete without cross references to information previously supplied to us. Where any previously submitted information is relevant, you must resubmit it to us with your Proposal.

Your Proposal must address this RFP clearly and concisely, and your Proposal must be free of irrelevant marketing material. You must identify all products and services needed to meet our required outcomes, together with their costs.

You must base your Proposal on the best information available at the time you submit your Proposal. We rely on your knowledge and expertise as expressed in your Proposal.

3.2 Covering Letter

A Covering Letter in the form of Attachment A must accompany your Proposal. You must print the letter on your letterhead and an authorised person from your organisation must sign it.

4 Evaluation of Proposals

4.1 Evaluation Panel

We intend to establish an Evaluation Panel to evaluate Proposals. The Evaluation Panel may be assisted by external advisers.

In evaluating Proposals, the Evaluation Panel will initially assess compliance of each Proposal with the requirement to provide the information requested in this RFP.

The Evaluation Panel may eliminate a non-complying Proposal from further evaluation. However, we reserve the right to evaluate and accept a Proposal that is incomplete or differs from the requirements of this RFP, even if
another Proposal has been submitted which is complete and does comply with those requirements.

4.2 Evaluation criteria
(a) The Evaluation Criteria are set out in the Details. The Evaluation Criteria are not set out in any order of priority.
(b) We seek to obtain overall best value for money. We may allocate weightings to the Evaluation Criteria at our discretion.
(c) We will not necessarily accept the lowest price offered.
(d) In assessing your Proposal we may have regard to information from any source (including reports on your performance under other contracts whether with us or not).
(e) We may also at any time enquire into and assess your financial status and at our discretion determine whether we believe you have sufficient financial capacity. We reserve the right at any time to not proceed further with the consideration of your Proposal where your financial capacity is not acceptable to us in our absolute discretion.

4.3 Discussions, inspections, references & negotiations
(a) Detailed evaluation may involve:
   (i) preliminary discussions or negotiations with one or more proponents (whether simultaneously or otherwise) including contract negotiations;
   (ii) visits to reference sites, your operational sites or contact with referees (which may include sites and referees other than those provided by you);
   (iii) proponents presenting their Proposal to us. Members of the Evaluation Panel and selected advisers may attend the presentation. The Evaluation Panel may record the presentation for reference during the evaluation process;
   (iv) interviews with any of your personnel who you have nominated or who may deliver any part of the services; or
   (v) requests for you to submit additional information about, clarification of, or improvement to, your Proposal at any time during the evaluation process.
(b) We may at any time notify you of briefings, site inspections, meetings or workshops as part of the assessment process. Unless we tell you that participation is optional, you must attend any such briefings, site inspections, meetings or workshops in order to lodge a conforming Proposal.
(c) We may at any time and in our absolute discretion:
(i) shortlist one or more proponents;
(ii) negotiate with any proponent, or any other person;
(iii) request any proponent to submit an improved or an alternative offer;
(iv) cease negotiations or recommence negotiations with any proponent;
(v) accept a Proposal by any proponent;
(vi) separate components of the services and negotiate separately with any of the proponents in respect of those separate components;
(vii) accept only part of a Proposal by any proponent;
(viii) accept Proposals from more than one proponent; or
(ix) reject all Proposals.

(d) The objective of the negotiations may include clarifying and agreeing commercial or technical conditions, settling the terms of the contract or finalising any other key documentation. Negotiations may be concurrent with more than one proponent.

(e) For the avoidance of doubt, a Proposal is not accepted unless and until we execute a binding written contract for the provision of the services the subject of the Proposal.

5 Other matters

5.1 Proposal Validity Period

The pricing and proposed terms set out in your Proposal will be deemed to remain valid and open to acceptance for at least the Proposal Validity Period.

5.2 Late Proposals

You are solely responsible for ensuring that you submit your Proposal in accordance with this RFP and in a legible and uncorrupted form, before the Proposal Closing Date and Time. Delays caused by delivery methods are your responsibility.

We may exclude your Proposal as non-complying if it is not received at the Place of Lodgement before the Proposal Closing Date and Time. However, without any obligation to do so, where the integrity and competitiveness of the RFP process will not be compromised, we may determine in our absolute discretion that it is appropriate to consider a late Proposal.
5.3 **Extensions**

We may extend the Proposal Closing Date and Time at our absolute discretion. You may request an extension in writing to the RFP Manager but we are under no obligation to grant an extension.

5.4 **Change of control**

If you are a corporation and you undergo a change in control after you submit your Proposal we may in our discretion exclude your Proposal from further consideration. You will be taken to have undergone a change of control if, at any time following the submission of your Proposal, the power (whether formal or informal, whether or not having legal or equitable force and whether or not based on legal or equitable rights):

(a) to exercise or control the right to vote attached to 50% or more of the shares or stock in your corporation;

(b) to dispose of or exercise a right of disposal in respect of 50% or more of the issued voting shares or stock in your corporation; or

(c) to dominate or control your corporation or the financial or operating policies of your corporation (whether alone or in concert with others, and whether by any act or omission or otherwise),

resides with any person or persons other than those holding that power when your Proposal is submitted.

5.5 **No legal relationship**

This RFP does not create any legal relationship and is not a recommendation, offer or invitation to enter into a legal relationship, contract, agreement or other arrangement in respect of the services the subject of this RFP.

Nothing in this RFP or in the consideration of a Proposal obliges us to enter into any agreement with anyone, creates a “process contract” or other implied contract, obliges us to consider or accept any Proposal, stops us from considering a non-complying Proposal, or prevents us from changing the way we manage this RFP or assess Proposals.

Without limiting the foregoing, the RMS Statement of Business Ethics and the Code of Practice are statements of policy only and do not give rise to any legally enforceable obligations on the our part.

5.6 **Proposal risks and costs**

Participation in any stage of this RFP process, or in relation to any matter concerning your Proposal, will be at your sole risk. All costs, losses and expenses incurred by you (or your employees, agents, contractors or advisors) in any way associated with this RFP will be borne entirely by you and we will not under any circumstances compensate you for them.

5.7 **Compliance with Codes and Polices**

The NSW Government has issued a Code of Practice for Procurement (the [Code of Practice](#)). You must comply with the Code of Practice that is current...
at the date two weeks before the Proposal Closing Date and Time. A copy of
the Code of Practice can be obtained from the NSW Government Treasury.

You must comply with the RMS Statement of Business Ethics. A copy of the
RMS Statement of Business Ethics can be obtained from us.

Your attention is also drawn to the RMS Customer Charter which is available
follow this charter in dealing with RMS customers under the contract.

Lodgement of a Proposal will itself be an acknowledgment and representation
by you that:

(a) you are aware of the requirements of the Code of Practice and the
RMS Statement of Business Ethics;

(b) you will comply with them; and

(c) you agree to promptly provide periodic evidence of, and access to, all
relevant information to demonstrate your compliance with them
during the RFT process and for the duration of any contract that may
be awarded to you as a result of your Proposal if required by RMS.

If you fail to comply with the Code of Practice or the RMS Statement of
Business Ethics, this failure may be taken into account by us when
considering your Proposal or any subsequent tender and may result in your
Proposal or any subsequent tender being passed over without prejudice to any
other rights of action or remedies available to us.

Where required in Attachment C to this schedule you must demonstrate your
commitment and capacity to comply with the NSW Government
Policy on Aboriginal Participation in Construction (1 May 2015 or any later update).

5.8 No collusion

In preparing your Proposal, you must not communicate (verbally or
otherwise), have any arrangement or arrive at any understanding with any
other proponent or potential proponent concerning the work the subject of this
RFP. You must not engage in practices that might be regarded as collusive or
anti-competitive.

Where the involvement of another party or parties will provide a more
substantial and complete solution for us, you may involve that other party or
parties in proposing that solution. You should disclose the nature of the
relationship with the other party or parties to us and the Proposal must include
the details specified in Attachment B Schedule B3 to this RFP.

As part of your Proposal, you must provide us with a statement, in the form of
Attachment D, signed by a duly authorised person.

If your Proposal is successful, RMS will require you to contract as prime
contractor to provide all of the services the subject of this RFP (or, if this RFP
expressly allows you to submit a Proposal for part of the services, then the
part that your Proposal covers). If there are other parties involved which you
have disclosed to us in your Proposal, then you may be required to
subcontract with them and will be responsible for the performance of those parties.

5.9 Communication during the RFP process

You must nominate a contact person in your organisation who will be the only person authorised to contact (and be contacted by) the RFP Manager. You must not otherwise initiate contact with us or any of our staff or advisers in relation to your Proposal.

All communications between you and us relating to this RFP must be in writing and made through the RFP Manager. Any oral explanation or response provided to you will not form part of the RFP.

5.10 Advice to proponents & debriefing

We do not intend to comment on or disclose the progress of the evaluation of Proposals before giving formal final notice of the outcome of the RFP process but if we prepare a shortlist of proponents we may notify those not on the shortlist that they were not successful.

At the conclusion of the RFP process we will advise all unsuccessful proponents of the name(s) of the successful proponent(s) with whom we enter into a contract for the provision of the services the subject of this RFP.

If an unsuccessful proponent requests a debriefing, we will meet with the unsuccessful proponent to explain how that proponent scored on each Evaluation Criterion.

5.11 Clarifications, further information & addenda

All requests for further information or clarification of the RFP must be directed in writing by your contact person to the RFP Manager.

If you find a discrepancy, error or omission in this RFP or other information issued by us or you have a query, you should notify the RFP Manager immediately. Queries concerning this RFP should be sent to us as soon as possible. However, you should not send us queries in the 7 calendar days leading up to the Proposal Closing Date and Time and we reserve the right to decline to answer any or all queries sent to us during that time.

We may issue an amendment, addition, information or instruction relating to this RFP in writing at any time up to the Proposal Closing Date and Time.

Only the RFP Manager is authorised to vary any conditions or arrangements relating to the RFP process.

The RFP Manager may contact you requesting clarification of your Proposal during the evaluation period. You must respond to that request according to the timing we instruct.

5.12 Errors by you

If we consider that there is an unintentional error of form in your Proposal, we may, but are not required to, request that you correct or clarify the error.
We will not permit any material alteration or addition to your Proposal that would, in our view, improve it.

5.13 Changes to the RFP process

The processes and procedures set out in this RFP represent the manner in which we currently intend to conduct this RFP. However, we will not be under any legal obligation to conduct the RFP in that manner and we may change the procedures set out in this RFP from time to time. We will generally try to notify you of any material changes that may affect you but will not necessarily provide reasons.

Without limiting the previous paragraph, we reserve the right, in our absolute discretion, to do all or any of the following at any stage of the RFP process:

(a) request information from a proponent;
(b) change the format, structure or timing of the RFP process;
(c) change the scope or requirements of the services the subject of this RFP;
(d) vary, amend, suspend or terminate the RFP process or your participation in it; or
(e) evaluate any alternative or non-conforming or partially conforming Proposal regardless of whether or not other fully conforming or more conforming Proposals were submitted by that proponent or other proponents.

5.14 Sole traders and Partnerships

Our usual approach is that we will not engage with sole traders or partnerships as they generally do not satisfy our workers compensation insurance requirements. We reserve the right to exclude from further consideration a Proposal submitted by a sole trader or a partnership.

5.15 Our confidential information

Our confidential information includes all information contained in this RFP or subsequently provided by us other than information which is or becomes public knowledge (unless through a breach of confidentiality by you).

You may disclose our confidential information to your employees, agents, contractors and advisors strictly on a need to know basis and solely for the purposes of evaluating the contents of this RFP, preparing your Proposal and participating in the RFP process. You must ensure the recipients are bound by similar confidentiality obligations in respect of the information.

You are also permitted to disclose our confidential information to the extent you are required to disclose it by law.

You must not otherwise use or disclose our confidential information.
You must not make any announcement or release any information regarding this RFP (including that it has been sent to you) without our written consent.

5.16 **Return and destruction of our confidential information**

We may require you to return or destroy all copies of this RFP and any other confidential information we have provided to you. You must promptly comply with this request and provide us with a written certification of destruction (if applicable).

5.17 **Your confidential information**

You should clearly identify any confidential information in your Proposal such as information you provide about your company, products, services and customers. Such information will not be confidential if we already know the information, it is public knowledge or we have already obtained the information on a non-confidential basis.

You must not mark the whole or a substantial part of your Proposal as confidential. You must not claim confidentiality for any part of your Proposal which is not genuinely confidential.

We will keep your confidential information confidential. You agree that we may disclose any information in your Proposal (including your confidential information) to our employees, agents, contractors or advisors on a need to know basis and for the purpose of evaluating or clarifying your Proposal or otherwise conducting the RFP process.

If there is any conflict between our obligations of confidentiality to you and our obligations of disclosure, as referred to in clause 5.18 below, our obligations of disclosure will prevail to the extent of the inconsistency.

5.18 **Disclosure of details of RMS contracts with the private sector**

Notwithstanding anything else, we may disclose any information in your Proposal and any resulting contract to the extent that we are required to do so by law, including under Freedom of Information legislation or by a valid requirement of a government agency.

5.19 **Ownership of Proposal document and licence to use**

(a) We may retain a copy of your Proposal (including any samples and drawings) and all correspondence and other materials received from you in the course of the RFP process. This includes all materials with any intellectual property rights that are owned by you or a third party.

(b) You grant to RMS, its officers, employees, agents, solicitors and advisers a licence to use, copy, adapt, amend, disclose or do anything else necessary (in our sole discretion) to any material contained in your Proposal or other response to this RFP (including material in your Proposal over which other persons have intellectual property rights), for RMS’s internal business purposes including, without limitation, for the purposes of:
(i) evaluating Proposals;
(ii) negotiating with the proponents;
(iii) reference during management of any resulting contract; and
(iv) anything else related to the above purposes, including governmental and parliamentary reporting purposes.

(c) Despite the above, ownership of all intellectual property rights in the material contained in your Proposal will remain unchanged.

5.20 Disclaimer
This RFP contains statements based on information or data that at the date it was obtained by us, we believed to be reliable. We make no representation or warranty, express or implied, as to the accuracy or completeness of any information or data or statement given or made in this RFP. You are responsible for forming your own independent judgements, interpretations, conclusions and deductions about any information or data in this RFP, and you should examine all information relevant to the risks, contingencies and other circumstances that could affect your Proposal. We will not be liable to you if you rely on any information or data in this RFP.

5.21 Limitation of liability
To the extent permitted by law, we are not liable for:
(a) any incorrect or misleading information, or omission to disclose information;
(b) anything arising out of our exercise, or failure to exercise, any rights under this RFP;
(c) any decision by us to discontinue or otherwise vary the RFP documents or process;
(d) any decision by us to reject any or all Proposals, or to shortlist or negotiate with one or more proponents (irrespective of whether any other Proposal complies with the requirements of this RFP);
(e) any decision by us to enter into a contract in respect of the subject matter of this RFP with any proponent (irrespective of whether that proponent’s Proposal complies with the requirements of this RFP or whether any other Proposal complies);
(f) any costs, losses or expenses incurred by any proponent in relation to the development, preparation or submission of its Proposal; or
(g) any misunderstanding arising from the failure by a proponent to observe the requirements of this RFP.

5.22 Reliance on your statements
We may rely on any statements made by you (including your employees, contractors, advisors and agents). The statements we may rely on include
those contained in your Proposal, those made in any written or verbal communications and in any negotiations with us. If we believe you have made any false or misleading statements, we may, in our absolute discretion, exclude your Proposal from the evaluation process at any time.

5.23 Inclusion of this RFP and Proposal in contract

We may include any part or the whole of this RFP, your Proposal and any other written or verbal statements made by you (including by your employees, contractors, advisors or agents) in any resulting contract that we may enter into in respect of the subject of your Proposal.

5.24 Inducement, coercion & improper assistance

You (and your employees, contractors, advisers and agents) must not offer any form of inducements to us or exhibit undue pressure (including any duress) on us, our employees or advisors in connection with this RFP process.

We may exclude your Proposal from further consideration where we consider that it has been compiled:

(a) with the improper assistance of any person now or previously associated with us;
(b) utilising information unlawfully or improperly obtained from us;
(c) in breach of an obligation of confidentiality to us; or
(d) contrary to the terms of this RFP.

5.25 Conflict of interest

You must notify us of any potential or actual conflict of interest or duty in the Proposal that may affect your ability to provide the proposed services to us. If we request, you will meet with us and discuss in good faith our concerns regarding any such conflict of interest or duty. In any event, you must ensure that you act impartially in preparing your Proposal and without regard to any conflict of interest.

5.26 Precedence of documents

If there is any inconsistency between this Section 5 of the RFP and any of the other sections or attachments, then the terms of this Section 5 will prevail to the extent of that inconsistency.

5.27 Definitions

In this RFP, terms explained in the Details have the meaning given there and, except where the context otherwise requires:

**Code of Practice** means the Code of Practice for Procurement issued by the NSW Government Treasury and referred to in clause 5.7.

**Covering Letter** means the letter from the proponent in the form set out in Attachment A.
Description of Services means the document provided in Attachment E Professional Services Contract - at Schedule 4.

Details means the information on page 2 of this RFP under the heading Details.

Evaluation Criteria mean each of the criterion listed in the Details.

Evaluation Panel means the panel referred to in clause 4.1.

Our, us and we means RMS.

Place of Lodgement is defined in the Details.

Project means the products and/or services described in the Details which constitute the subject matter of this RFP.

Proposal means the documents you submit in response to this RFP.

Proposal Closing Date and Time is defined in the Details.

Proposal Validity Period is defined in the Details.

RFP means this Request for Proposals.

RFP Manager is defined in the Details. This is the person to whom all communications with RMS are to be directed under clauses 5.9 and 5.11.

RFP Reference Number is defined in the Details.

RMS means the Roads and Maritime Services, established under the Transport Administration Act 1988 (NSW).

RTA or Roads and Traffic Authority means the Principal, and a reference to any “RTA” document (including an RTA Specification, Test Method or other document) is a reference to the equivalent document published by the Principal (or its predecessor, the RTA), regardless of whether it is titled “RTA” or “Roads and Maritime Services” or “RMS” (in this respect, the parties acknowledge that the Principal is progressively updating its documents from “RTA” to “[RMS]” and that this is likely to be ongoing during the currency of the Contract).

You and your means the proponent.

5.28 Interpretation

Unless the contrary intention appears:

(a) Statutes

A reference to a statute, regulation, statutory instrument, order, proclamation, ordinance or by-law (“legislation”) includes all legislation amending, consolidating or replacing it, and a reference to a statute includes all regulations, statutory instruments, orders, proclamations, ordinances and by-laws issued under that statute;
(b) Law

A reference to a law includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

(c) Singular includes plural

A reference to the singular includes the plural and vice versa;

(d) Person

A reference to a “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;

(e) Group of persons

A reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(f) Dollars

A reference to an amount of money is a reference to the lawful currency of Australia;

(g) Time

A reference to a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;

(h) Day

A reference to a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(i) Meaning not limited

The words “include”, “including”, “for example” or “such as” are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind;

(j) Time of day

A reference to time is a reference to Sydney time;

(k) Headings

Headings are only for convenience and do not affect the construction of any provision; and

(l) Grammatical forms of defined words
Where a word is defined then other grammatical forms of that word are to be interpreted in the same manner with the necessary grammatical change.
[Print on your company's letterhead]

[Date]

Roads and Maritime Services
20-44 Ennis Road
Milsons Point NSW 2061
Attention: [insert name of RFP Manager]

Dear Sir/Madam

[INSERT NAME OF RFP & RFP REF NO]

In accordance with the terms of the above Request for Proposal (RFP) we offer to provide the services the subject of this RFP. The terms of our offer are set out in our proposal which is constituted by the following documents:

(a) this letter;

(b) a Professional Services Contract (Construction Industry) Agreement Form and all schedules, annexures and attachments referred to in it;

(c) the following addenda:

(i) [respondent to insert the list of all of the addenda issued by RMS].

We acknowledge that we have received the addenda listed above and that we have taken them into account in preparing this proposal. We confirm that the information provided in our proposal is accurate at the date of this statement and has been provided after making all due enquiries.

Acceptance

Our proposal remains open for acceptance until the end of the Proposal Validity Period referred to in the Details in the RFP. We understand that RMS is not bound to accept the lowest priced proposal, or any proposal, it may receive.
Compliance with RFP and Code of Practice

We confirm that, having made diligent inquiries of all relevant personnel, we have complied with all applicable requirements of the RFP and the NSW Government Code of Practice for Procurement.

No Collusion

We warrant that in preparing our Proposal we did not communicate (verbally or otherwise) or have any arrangement or arrive at any understanding with any other proponent which in any way reduced, or could have the effect of reducing, the competitiveness of the assessment process.

Our confidentiality obligations

We confirm that we have complied with our confidentiality obligations in relation to this RFP.

No further revisions

In reviewing the RFP and in preparing our proposal, we confirm that we have sought appropriate legal advice and guidance.

Acknowledgment

We acknowledge and agree that:

- the RFP does not create any legal relationship or obligations on RMS and we submit our proposal fully understanding and accepting all of the terms of the RFP;
- RMS does not warrant or assume any responsibility for, or make any representations about, the accuracy, suitability or completeness of the RFP;
- RMS does not owe any duty of care or other responsibility to us with respect to the RFP;
- we have examined all information relevant to the risks, contingencies and other circumstances having an effect on our proposal and our proposal reflects those risks, contingencies and circumstances; and
- RMS will be relying upon each of the representations and warranties given by us in our proposal in selecting the successful proponent.

Yours sincerely

_________________________________
[insert name], [insert title]
as authorised signatory for [insert your company’s full company name and ABN]
Attachment B - Proposal format

Your Proposal is to consist of the documents set out in the Covering Letter (Proposal Form) (refer to Attachment A) and the schedules set out below. You must use the same Schedule names and numbers and paragraph headings and numbers given below.

Schedule B1 - Executive summary

This section should include a high-level summary of your Proposal, including:

(a) an overview of your approach;

(b) factors which you consider important for RMS to consider; and

(c) any other relevant information to assist RMS to better understand your proposal.

Schedule B2 - Company profile

This section must include full details of your company including information regarding your track record in supplying relevant services, financial stability and future direction. You must include at least the following details:

(a) full name and ABN (and ACN if a company or ARBN if a foreign company);

(b) brief company history;

(c) overview of products and services provided by the company;

(d) number of years carrying on a business providing services the subject of this RFP;

(e) financial stability of the company and annual revenue over the last 3 years of your business providing services similar to those sought in this RFP;

(f) the name, title, address, direct telephone and fax numbers and email address of the designated person in the company who will be RMS’s primary contact during the evaluation process;

(g) details regarding the ownership and control of your company to assist RMS to make any assessment necessary under clause 5.4; and

(h) any other relevant information to assist RMS to better understand your proposal.
Schedule B3 - Other parties

If your Proposal involves other parties, you must include the following information about those other parties in this section:

(a) full legal name, ACN/ARBN and ABN of the company;
(b) description of the involvement of that company in your Proposal;
(c) description of your relationship with that company;
(d) details of that company’s track record in performing the role envisaged in your Proposal; and
(e) any other relevant information to assist RMS to better understand your proposal.

If your Proposal does not involve other parties then you must state so.

Schedule B4 - Pricing

You must provide pricing information in the format set out below. You must provide individual prices on a GST exclusive basis and include all other taxes. GST is to be included as a separate item and added to form the contract sum. You must state all amounts in Australian dollars.

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Schedule B5 – Non- Price Evaluation Criteria

Here you must address each of the Evaluation Criteria listed in the Details section of this RFP (except price which is to be covered in Schedule B4 Pricing).

Schedule B6 - References

In this section, you should list organisations who are prepared to provide a reference for you and to whom you have provided services of a similar nature and scope as those the subject of this RFP. It is preferable if these referees include customers who have recently acquired those services.

You must provide the following information for each referee:

(a) name of the organisation;
(b) name, title, address and telephone number of the person we can contact;
(c) services provided;
(d) organisation’s industry;

(e) scale of operations in terms of quantity of services, dollar value and any other relevant factors; and

(f) any other relevant information to assist RMS to better understand your proposal.

Please note that we may contact your nominated referees or other customers for reference checking without advising you.

Schedule B7 - Other documentation

[Insert requirements for submission of other documentation to be submitted by the proponents eg “Provide Curriculum Vitae for proposed personnel in the following roles: . . .” or delete Schedule B7 if not applicable]
The Policy on Aboriginal Participation in Construction applies  Yes / No

1. The Proponent’s attention is drawn to the requirements of the NSW Government Policy on Aboriginal Participation in Construction.

2. The Policy is available at:

3. Where the Policy applies as stated in the Reference Schedule, the Contractor will be required to comply with relevant Category requirements of the Policy. The Targeted Project Spend (TPS) on Aboriginal participation is as stated in the Reference Schedule.

4. RMS will determine the TPS before the Agreement is executed or Order issued, as relevant. The TPS will be included in the executed Agreement or in issued Order, where relevant. The TPS will remain fixed until the date of Completion of Services or work under the Order as relevant, except where RMS and the Contractor agree to re-set it (e.g. where legitimate exclusions were overlooked at Proposal time).

5. Where stated in the Reference Schedule, the Contractor will be required to provide the Aboriginal Participation Plan and the Aboriginal Participation Reports, at times specified in the Agreement or Order, and in the format prescribed by the NSW Procurement Board. Templates are available at:

6. As part of its Proposal response, the Proponent must submit the following Aboriginal Participation in Construction details:
   (a) an undertaking that, in the event that it becomes the Contractor, it is prepared to provide an Aboriginal Participation Plan and the Aboriginal Participation Reports, which must comply with the Policy;
   (b) evidence of its ability to meet the obligations under the Policy on the Contract;
   (c) details of its Aboriginal participation in construction performance outcomes on other RMS or NSW Government contracts; and
   (d) proposed exclusions for determining the TPS.
Attachment D - Statement

Project (Title):

Proponent:

RFP Reference (Contract) Number:

I ……………………………... of …………………………………... [insert address] state that, in respect of the proposal lodged in relation to the RFP:

1. I hold the position of …………………………………... [insert position] and am duly authorised by the Proponent to make this statement on its behalf.

2. To the best of my knowledge, the proposal was prepared by the Proponent (including the Proponent's employees and agents) in accordance with the standard of ethical behaviour set out in the RMS's Statement of Business Ethics.

3. As at the date of this statement, the Proponent intends to do the work that is the subject of the proposal in accordance with the standard of ethical behaviour set out in the RMS's Statement of Business Ethics.

I make this statement conscientiously believing the same to be true and correct.

Signed: 

Witness:

Name on:

Signature

Date by:

Print name

Signature Date
Attachment E - Professional Services Contract (C71/C72)

[Insert here C71, C72 or reference to relevant existing PSC Panel Deed C72, as applicable]