

MAJOR SERVICES AGREEMENT



**The Council of the City of Sydney &
HUB Street Equipment Pty Ltd**

for Manufacture and Supply of Smartpole®

- **Manufacture and Supply of Smartpole® Multi-Function Poles;**
- **Industrial Design, Prototype, Manufacture and Supply of S3 Light Rail Smartpole® Multi-Function Poles; and;**
- **Industrial Design, Prototype, Manufacture and Supply of Pedestrian Poles**

The Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: 1487

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city of villages

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MAJOR SERVICES AGREEMENT

THIS AGREEMENT is made on the date set out in **Item 1** of **Schedule 1**.

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF SYDNEY** of Town Hall House, 456 Kent Street, Sydney, NSW, 2000 ("**the City**"), and
- (2) **THE PARTY** set out in **Item 2** of **Schedule 1** ("**Service Provider**")

BACKGROUND

- A. The City requires the provision of the Services and the Service Provider has offered to supply the Services to the City.
- B. The City has agreed to appoint the Service Provider to provide the Services on the terms contained in this Agreement.

OPERATIVE PART

1. INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:

Additional Term means the period set out in **Item 4** of **Schedule 1**.

Agreement means this agreement including all schedules, attachments and documents incorporated by reference.

Business Day means any day excluding a Saturday, Sunday or Public Holiday.

Commencement Date means the date specified in **Item 5** of **Schedule 1**.

Contract Manager means the person designated by the City from time to time as being responsible for administering and supervising the performance of the Services who, at the date of this Agreement, is the person nominated in **Item 6(a)** of **Schedule 1**.

Existing Poles means the Poles and Accessories (which includes the pole types, the accessories and the spare parts, all prototypes, all moulds, the Specification and the Product Manual) to the extent existing as at the date of this Agreement.

GST means the tax imposed by the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

Guarantee means a bank guarantee approved by the City that must:

- (a) be issued by a bank licensed to carry on business in Australia;
- (b) be in favour of the City;
- (c) be for the Guarantee Amount;
- (d) contain an unconditional undertaking to pay the City on demand;
and
- (e) not have an expiry date.

Guarantee Amount means the amount of the Guarantee as set out in **Item 8** of Schedule 1.

Intellectual Property means all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields but excluding Moral Rights.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute, that exist, or that may come to exist, anywhere in the world, in relation to a work.

Poles and Accessories means the Smartpole® Multi-Function Pole, the S3 Light Rail Smartpole® Multi-Function Pole, the Pedestrian Pole and their accessories and spare parts that form part of the Services as described in Schedule 2 and the Specification, and includes any improvement, variation or addition to any of them and any additional services supplied by the Service Provider under clause 26.

Program means the program submitted by the Service Provider as part of the tender and accepted by the City as set out in Schedule 3.

Reports means the reports specified in **Item 11** of Schedule 1 comprising such information required by the City from time to time.

Schedule of Rates means the schedule of rates submitted by the Service Provider as part of the tender and accepted by the City as set out in Schedule 2.

Services means the services to be provided by the Service Provider as described in Schedule 2 and as varied in accordance with clause 26.

Service Fee means the fees to be paid (subject to this Agreement) to the Service Provider as set out in **Item 9** of Schedule 1.



Service Levels means the service levels specified in the Specification which relate to the Services and are described in Schedule 2 (or as otherwise specified by the City in writing from time to time).

Site means the site for performance of the Services set out in **Item 7** of Schedule 1.

Specification means the specification supplied by the City which is attached to this Agreement as Appendix A.

Service Provider's Intellectual Property means any Intellectual Property owned by or licensed to the Service Provider at the date of this Agreement or created or acquired by the Service Provider in the future except than for the sole and specific purpose of the Service Provider performing the Services under this Agreement.

Service Provider Representative means the person designated by the Service Provider from time to time as being responsible for administration of the Agreement who, at the date of this Agreement, is the person nominated in **Item 6(b)** of Schedule 1.

Term means the period set out in **Item 3** of Schedule 1, and (if applicable) includes any Additional Term.

WH&S Laws means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW) (as amended from time to time).

- 1.2 Clause headings in this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 1.3 Words importing a gender include any other gender.
- 1.4 Words in the singular number include the plural and words in the plural number include the singular.
- 1.5 A reference to:
 - (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (c) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

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- (d) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - (e) a professional standard is determined by reference to the world's best practice in the relevant field or area of expertise; and
 - (f) any thing (including a right, obligation or concept) includes each part of it.
- 1.6 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

2. PRECEDENCE OF DOCUMENTS

- 2.1 This Agreement constitutes the entire agreement between the City and the Service Provider.
- 2.2 If, and to the extent that, there is an inconsistency between:
- (a) the provisions in the tender document and this Agreement;
 - (b) the provision of any delivery docket, invoice, account or other document of the Service Provider and this Agreement
- this Agreement will prevail.
- 2.3 If, and to the extent, that there is an inconsistency between the Specification and this Agreement, the Specification will prevail.

3. TERM OF AGREEMENT

- 3.1 This Agreement will commence on the Commencement Date and will, unless terminated earlier or extended under this clause 3, continue for the Term.
- 3.2 The City may, at its option (to be determined by the City at its sole discretion), extend the Term for up to three additional consecutive option periods as described in Item 4 of the Reference Schedule, provided such extensions do not exceed the total of the Additional Term. If the City decides to extend this Agreement it must give the Service Provider not less than one month's written notice before the end of the Term.
- 3.3 If required under clause 3.2, the Service Provider must provide the Services during the Additional Term on the same terms as applied during the original Term.
- 3.4 In the absence of an extension of the period of the Agreement, the Service Provider will continue to provide the Services on a month-to-month

arrangement on the same terms as applied during the original Term, terminable by either party on one month's written notice.

4. FEES FOR ADDITIONAL TERM

- 4.1 If the City gives notice to extend the Agreement under clause 3.2, the City may also ask the Service Provider to give a submission on the proposed Service Fee for the Additional Term.
- 4.2 The parties will negotiate in good faith to agree the Service Fee before the commencement of the Additional Term.
- 4.3 If the Term is extended under clause 3.2, any change in the Service Fee for the Additional Term and Schedule of Rates must be agreed in writing between the City and the Service Provider before the commencement of the Additional Term and will be effective as a variation to this Agreement.
- 4.4 In the absence of a written agreement under clause 4.3, subject to clause 4.5, the Service Fee payable in the original Term will apply during the Additional Term.
- 4.5 Unless a change in the Service Fee and Schedule of Rates is agreed in accordance with clause 4.3, then once 30 days have elapsed from the commencement of the Additional Term, either the City or the Service Provider may give written notice to the other party of its intention to terminate the Agreement under this clause 4.5 on a date stated in the notice, being not less than 90 days after the date of service of the notice.
- 4.6 Unless a change in the Service Fee and Schedule of Rates is agreed before the expiration of the notice given under clause 4.5, termination will be effective, without further notice, on the date stated in the notice.

5. PROVISION OF SERVICES

- 5.1 The Service Provider must provide the Services for the Term in accordance with this Agreement.
- 5.2 The Service Provider must:
 - (a) exercise all skill, care and diligence in performing the Services and must perform the Services at a high professional standard in accordance with this Agreement;
 - (b) must supply everything necessary for the performance of this Agreement;
 - (c) use any equipment in performance of the Services in the proper manner for the purposes for which it is provided and in accordance with the manufacturer's and supplier's directions;



- (d) cooperate with any of the City's personnel and contractors in the performance of the Services or as otherwise directed by the Contract Manager from time to time;
- (e) take all necessary and reasonable steps to ensure the security of the Site is maintained;
- (f) attend inspections of the Site with the City, if requested by the City;
- (g) ensure that the Services are delivered to a standard that represents the best industry practice for equivalent services;
- (h) achieve best value for money for the City in the provision of the Services;
- (i) ensure that the City is fully and accurately informed of all matters which are the subject of the Services
- (j) ensure that the City has the benefit of all manufacturer's warranties for all goods supplied in relation to the Services and will enter into all documents and do all things required to do so. This clause 5.2 survives termination of this Agreement;
- (k) not supply the Services (including the Poles and Accessories) to anyone other than the City except with the express written consent of the City (such consent may be granted or refused at the sole discretion of the City for any reason);
- (l) upon request by the City, give to the City free of cost one copy of the manufacturer's specifications (if any) for any products used in performance of the Services.

5.3 The Service Provider must ensure (at its own cost) that:

- (a) it has all licences and approvals which are necessary for it to lawfully provide the Services; and
- (b) any such licence or approval is held throughout the Term.

5.4 The City may at any time require the Service Provider to produce a copy of any licence or approval and give proof of its currency.

5.5 The Service Provider must comply with:

- (a) the reasonable directions of the Contract Manager;
- (b) all timeframes set out in the Specification, the Program or as the City may otherwise reasonably impose;

- (c) the requirements of the Specification;
- (d) all applicable Australian standards, including those standards, if any, set out in Specification; and
- (e) all relevant legislation including work health and safety legislation;
- (f) all applicable policies, procedures and codes of conduct that the City has adopted.

5.6 The Service Provider acknowledges and agrees that:

- (a) the Services are being provided by the Service Provider on a non-exclusive basis;
- (b) the Services generally comprise 3 separate elements, being:
 - (i) design services, to be provided to the City in accordance with the Program;
 - (ii) prototype services, to be provided to the City in accordance with the Program; and
 - (iii) manufacture and supply services, to be provided on an as-needed basis, from time to time during the Term;
- (c) the manufacture and supply of Poles and Accessories to the City under this Agreement will be on an as-needed basis, with written orders being issued to the Service Provider from time to time for this component of the Services;
- (d) in addition to clause 5.6(c), the City may, from time to time, authorise private developers to purchase Poles and Accessories directly from the Service Provider to install in new land developments throughout the City's local government area;
- (e) in addition to clause 5.6(c), the City may authorise the NSW Government (or a contractor providing services in connection with the CBD & South East Light Rail Project) to purchase the S3 Light Rail Smartpole Multi-Function Pole (as described in the defined term 'Poles and Accessories') directly from the Service Provider to install in the City's local government area in connection with the CBD & South East Light Rail Project;
- (f) no representation or warranty is, or has been, made by the City to the Service Provider about the quantity of Poles and Accessories that will be:
 - (i) ordered or needed by the City during the Term;
 - (ii) ordered or needed by private developers, or that the City will give any authorisations to private developers to install

Poles and Accessories in its local government area, during the Term;

- (iii) ordered or needed by the City or the NSW Government (or a contractor providing services in connection with the CBD & South East Light Rail Project) in connection with the CBD & South East Light Rail Project, during the Term;
- (iv) manufactured and supplied by the Service Provider under this Agreement.

6. PROPRIETARY ITEMS

- 6.1 The Service Provider must make a written request to the City on each occasion that the Service Provider wishes to use a substitute for any approved products, methods or procedures.
- 6.2 A request under clause 6.1 must be supported by such technical information as the City may require, including certification that the substitution is of a standard, quality and effectiveness equalling or exceeding the standards of the approved product, method or procedure.
- 6.3 The City may choose, in its sole discretion, to approve the substitution of an item which equals or exceeds the standard or quality and effectiveness of the approved product, method or procedure.
- 6.4 The Service Provider may only claim an increase in the Service Fee, if the substitution and increase in cost is approved in writing by the City.

7. QUALITY ASSURANCE

- 7.1 Where required by the Specification, the Service Provider must establish and maintain a documented quality assurance system about the Services in accordance with the standard set out in the Specification.
- 7.2 The Service Provider must allow the City, or any person nominated by the City, reasonable access to all premises, personnel, systems, equipment and documents necessary to permit the auditing of the Service Provider's quality control system.

8. PROGRAM

- (a) The Service Provider must provide the Services over the Term in accordance with the Program.
- (b) The Service Provider acknowledges and agrees that:
 - (i) discounts apply, as described in the Program and/or Schedule of Rates, if the Services are delayed or otherwise provided late;

- (ii) the discounts that apply for the Services that are delayed or otherwise provided late are a genuine pre-estimate of the loss suffered by the City as a result of the Service Provider's failure to comply with the Program.

9. **SERVICE LEVELS & CONTINUOUS IMPROVEMENT**

- 9.1 The Service Provider must at all times achieve or exceed the Service Levels.
- 9.2 If the Service Provider fails to meet any Service Level, the Service Provider must, at no additional cost to the City, promptly:
 - (a) investigate the underlying causes of the failure to meet the Service Level ("**Service Problem**") and use its best endeavours to preserve any data indicating the cause of the Service Problem;
 - (b) prepare and deliver to the City a report identifying the Service Problem;
 - (c) take whatever action is reasonably necessary to minimise the impact of the Service Problem and prevent it from recurring;
 - (d) correct the Service Problem and meet the Service Level; and
 - (e) advise the City, as and to the extent requested by the City, of the status of remedial efforts being undertaken about the underlying cause of the Service Problem.

10. **WARRANTIES BY THE SERVICE PROVIDER**

- 10.1 The Service Provider acknowledges that the City in purchasing the Services relies upon the Service Provider's expertise and experience in the industry.
- 10.2 The Service Provider warrants that it has the skill, competence, experience and ability necessary to perform the Services in accordance with this Agreement.
- 10.3 The Service Provider warrants that at the date of this Agreement and at all times during the Term:
 - (a) the signing of the Agreement and its performance;
 - (i) complies with all necessary consents, registrations, approvals, licences or permits required by statute, regulation, governmental policy or administrative requirements or by any agreement, order or arrangement binding upon the Service Provider;
 - (ii) does not breach any law, regulation, government order or decree or the consent, registration, approval, licence or



permit referred to in sub-paragraph (i) above or any agreement or arrangements binding upon the Service Provider; and

- (iii) complies with all applicable legislation;
- (b) the Service Provider is not aware of any matter which may materially affect the Service Provider's ability to perform its obligations under this Agreement;
- (c) all information provided by the Service Provider and set out in the tender is complete, true and accurate and not misleading in any respect; and
- (d) except as disclosed in the tender, all equipment supplied or used by the Service Provider in connection with the provision of the Services is owned by the Service Provider and is not subject to any encumbrance.
- (e) the Services (including all goods supplied by it as part of the Services such as the Poles and Accessories) will be free from any structural defects in workmanship and material under normal use for a warranty period of 25 years after the date of supply.

This warranty excludes powder coat and anodising. Warranty for powder coat and anodising will be as per manufacturer's warranty.

Warranties for components supplied by third parties will apply.

- 10.4 The Service Provider indemnifies the City against any loss, damage, cost and expense incurred or suffered as a result of any breach of warranty under this Agreement.

11. REPORTS AND ACCOUNTS

- 11.1 The Service Provider must give to the City:

- (a) the Reports at the time set out in **Item 11** of Schedule 1; and
- (b) upon request by the City, access to and a copy of records and accounts of all Services provided and Service Fees due under this Agreement.

- 11.2 The Service Provider must ensure that:

- (a) the Reports contain all required information and are accurate and not misleading in any respect; and
- (b) all recommendations are clearly explained and substantiated.

- 11.3 At the City's request, the Service Provider must, at its own expense, give a report to the City from its external auditor as to the accuracy of the Reports.
- 11.4 If a payment is found to have been incorrectly made, any underpayment or overpayment will be recoverable from or by the Service Provider (as the case may be) and without limitation, may be offset against any amount subsequently due by the City to the Service Provider.
- 11.5 Upon reasonable notice, the Service Provider will allow the City or its agent to access any records which form part of the audit trail in the performance of the Services.
- 11.6 Despite any reviews, approvals or directions undertaken or given by the City about documents or Reports prepared under this Agreement, any error, ambiguity or deficiency which subsequently becomes apparent and is referred to the Service Provider for correction or clarification, must be corrected or clarified by the Service Provider to the satisfaction of the City in a timely manner.
- 11.7 The Service Provider must keep accurate and up-to-date records of all sales of Poles and Accessories made during the Term and must promptly make those records available to the City upon request.

12. **USE AND DISCLOSURE OF INFORMATION**

12.1 The Service Provider must:

- (a) treat as confidential all Intellectual Property owned by the City, information which by its nature is confidential and information which is designated by the City as confidential or the Service Provider knows or ought to know is confidential (**Confidential Information**);
- (b) not use Confidential Information for any purpose other than the performance of this Agreement; and
- (c) not disclose Confidential Information to any person other than City personnel who need to know the information for the proper performance of their duties.

12.2 The Service Provider may disclose Confidential Information:

- (a) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Service Provider; or
- (b) if required in connection with legal proceedings,

but in each case, the Service Provider must give the City sufficient notice of any proposed disclosure.

- 12.3 The Service Provider must ensure that Confidential Information held in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse.

13. CONFLICT OF INTEREST

- 13.1 The Service Provider must not engage in any activity that may result in a conflict of interest arising or continuing.
- 13.2 If, during the Term, a conflict or risk of conflict of interest arises, the Service Provider must notify the City immediately in writing of that conflict or risk and take such steps as the City may reasonably require to resolve or otherwise deal with the conflict or risk.

14. PUBLIC INFORMATION

- 14.1 The Service Provider must not take or permit to be taken any photograph, drawing or sketch of the Services being performed or otherwise except for the purpose of performing the Agreement or with the prior written consent of the City.
- 14.2 The Service Provider must not, in any advertising or promotional material, use or permit to be used the City's name except with the prior written consent of the City.

15. INTELLECTUAL PROPERTY

- 15.1 The Service Provider acknowledges that:
- (a) the City is the sole and exclusive owner of all Intellectual Property in the Existing Poles; and
 - (b) the City retains ownership of all of the Intellectual Property in the Existing Poles.
- 15.1 The City grants the Service Provider a non-exclusive and royalty free licence to use, adapt, reproduce, modify, and sub-licence the Intellectual Property owned by the City in the Existing Poles for the sole purpose of the Service Provider providing the Services in accordance with this Agreement.
- 15.2 All Intellectual Property in any work arising from or created, produced or developed by the Service Provider, whether alone or jointly with others or by any third party, in connection with the Services (including all new designs, variations of existing designs, and additions and changes to the Existing Poles), will immediately upon creation or performance vest absolutely in the City and will remain the City's sole and exclusive property. This does not apply to "the HUB Node" and the City acknowledges that the Service Provider owns the Intellectual Property in the HUB Node."

- 15.3 The Service Provider must take all necessary steps, including signing assignment deeds and procuring that third parties sign assignment deeds, to give effect to clause 15.2. In addition, the Service Provider must ensure that all 3rd party contracts require that each person involved in creating any part of the Services in which copyright subsists, irrevocably waives any and all Moral Rights they have in each relevant copyright work and consents to the City doing or failing to do any act in relation to those works that would, except for this clause, infringe their Moral Rights in the works including:
- (a) exercising any of the rights in the works without identifying them;
 - (b) exercising any of the rights in the works in a manner which incorrectly attributes any work created by them to someone else; and
 - (c) editing, deleting from or otherwise altering the works in any manner determined by the City.
- 15.4 The City grants the Service Provider a non-exclusive and royalty free licence to use, adapt, reproduce, modify, and sub-licence the Intellectual Property vested in the City, after the date of this Agreement, in connection with the Poles and Accessories for the sole purpose of the Service Provider providing the Services in accordance with this Agreement.
- 15.5 The Service Provider must (at its cost) take all steps reasonably practicable to protect the City's Intellectual Property.
- 15.6 The Service Provider must not do anything by way of act or omission that (directly or indirectly) will allow a person to infringe or jeopardise the City's Intellectual Property.
- 15.7 The Service Provider must ensure that all subcontractors engaged in connection with the Services:
- (a) are only given that part of the City's Intellectual Property that is necessary for the subcontractor's component of Services; and
 - (b) enter into an agreement with the Service Provider that contains provisions to protect the City's Intellectual Property that are no less onerous than those set out in this clause 15.
- 15.8 The Service Provider must notify the City as soon as it becomes aware of any infringement or suspected infringement of the City's Intellectual Property.
- 15.9 Except to the extent that the City's negligent act or omission contributed to the loss or damage, the Service Provider indemnifies the City from and against all loss or damage suffered or incurred by the City, whether during or after the Term arising directly or indirectly from a breach by the Service Provider of this clause 15.

- 15.10 The Service Provider must return any designs or other documents provided by the City in relation to the Services, or otherwise created in connection with the Services, to the City when they are no longer required by the Service Provider for the purpose of the Services and in any event promptly on expiration or termination of this Agreement.
- 15.11 The Service Provider will give the City all information and assistance the City reasonably requests to facilitate any application for registration or protection of any Intellectual Property in the Poles and Accessories, or any other work created as part of the Services, and will execute and deliver any documents required in connection with any such application.

16. ADMINISTRATION OF THE AGREEMENT

16.1 The Contract Manager will:

- (a) review, monitor and report to the City on the performance of the Service Provider under this Agreement;
- (b) consider and give effect to improvements to efficiency, quality, productivity and safety in relation to the Services; and
- (c) carry out such other functions specified in this Agreement or agreed in writing by the parties.

16.2 The Service Provider must comply with all reasonable directions given by the Contract Manager. If a direction by the Contract Manager is given orally, and is to be relied upon by the Service Provider in seeking additional payment, the Service Provider must confirm the oral direction in writing with the Contract Manager within two Business Days of the direction being given.

- 16.3
- (a) The Service Provider agrees that the Service Provider Representative has authority to receive and sign notices and written communications for the Service Provider under this Agreement and accept any request or direction in relation to the Services.
 - (b) The Service Provider may replace its Service Provider Representative from time to time by nominating a senior officer to take the place of the Service Provider Representative in writing to the City. The City may reject such person if it sees fit.
 - (c) The City may, at its absolute discretion, give notice to the Service Provider requiring it to replace the Service Provider Representative. The Service Provider must promptly nominate a senior officer



acceptable to the City to take the place of the Service Provider Representative.

- (d) The Service Provider Representative and any replacement nominated under clauses 16.3 (b) or (c) must be suitably qualified and informed in relation to the matters referred to in clause 16.3(a).
- (e) The Service Provider Representative must, from time to time, give sufficient information to the Contract Manager to enable the Contract Manager and the City to properly assess the performance of the Service Provider under this Agreement.

16.4 The Contract Manager and the Service Provider Representative must meet at the times set out in the Specification, or at such time reasonably required by the Contract Manager at the City's offices (unless the parties agree otherwise) at a time agreed between the parties.

17. SECURITY

17.1 The Service Provider must, upon execution of this Agreement, give to the City a Guarantee for the Guarantee Amount as security for performance of the Service Provider's obligations under this Agreement.

17.2 If the Service Provider is in default of any of the term of this Agreement, the City may without notice to the Service Provider have recourse to and claim under the Guarantee.

17.3 The rights of the City under this clause 17 will not derogate from any of the rights and remedies available to the City under this Agreement or at law or in equity in relation to any default of the Service Provider.

17.4 The Service Provider's only remedy if the City wrongfully calls upon the Guarantee will be for the return to the Service Provider of the Guarantee or its equivalent, to the extent so wrongfully called.

17.5 Following the expiration of the Term, so long as the Service Provider is not then in default under the terms of this Agreement, the City will release the Guarantee or return it to the Service Provider as directed by the Service Provider, upon written request to do so.

18. SERVICE FEE

18.1 The Service Provider must give the City a tax invoice of the total monthly Service Fee due for the Services in accordance with the payment schedule set out in **Item 10** of Schedule 1.

18.2 The Service Fee must be calculated in accordance with the Schedule of Rates, where applicable.

18.3 Payment of the Service Fee is subject to the receipt by the City of a:

- (a) correctly rendered tax invoice; and
 - (b) written statement which complies with Section 127 of the *Industrial Relations Act 1996*, Section 175B of the *Workers Compensation Act 1987* and Schedule 2 Part 5 of the *Pay-roll Tax Act 2007*.
- 18.4 The Service Fee is inclusive of all costs, expenses, disbursements, levies and taxes incurred by the Service Provider in providing the Services.
- 18.5 The City may set off against any monies payable by it to the Service Provider monies due to it under this Agreement (or any other agreement) by the Service Provider.
- 18.6 Payment of any amount by the City is to be taken only as a payment on account and is not:
 - (a) evidence or an admission that the Services have been provided in accordance with this Agreement or that any particular Service Fee is payable in accordance with the Agreement;
 - (b) evidence of the value of the Services;
 - (c) acceptance or approval by the City of the Service Provider's performance.
- 18.7 The Service Provider agrees to charge any private developers who order Poles and Accessories from it in accordance with clause 5.6(d) the same schedule of rates as set out in the Schedule of Rates.
- 18.8 The Service Provider acknowledges and agrees that the Service Fee will not include, and the City is not liable for, the cost of any Poles and Accessories ordered by a private developer in accordance with clause 5.6(d) or by the NSW Government (or a contractor providing services in connection with the CBD & South East Light Rail Project) in accordance with clause 5.6(e).

19. **GST**

- 19.1 The Service Provider must be a GST registered entity. If the City requests written evidence of the Service Provider's GST registration, the Service Provider must promptly produce such evidence.
- 19.2 If either the party (the "**Supplier**") makes a supply under or in connection with this Agreement and is liable by law to pay GST on that supply, the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.
- 19.3 If this Agreement requires either the party to pay for, reimburse or contribute to any expense, loss or outgoing ("**reimbursable expense**") suffered or incurred by the other party, the amount required to be paid,

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reimbursed or contributed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.

- 19.4 If either the party has the benefit of an indemnity for a cost, expense, loss or outgoing ("**indemnified cost**") under this Contract, the indemnity is for the indemnified cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the indemnified cost.
- 19.5 Each party agrees to do all things, including providing invoices or other documentation containing stipulated information that may be necessary or desirable to enable or assist the other party to claim any set off, rebate or refund in relation to any GST included in any payment made under this Agreement.

20. SUBCONTRACTING

- 20.1 The Service Provider must not, without the prior written approval of the City, subcontract the performance of any part of the Services. The City's approval to subcontract may be given to such conditions as the City may, in its sole discretion, impose.
- 20.2 The Service Provider remains fully responsible for the performance of the Services notwithstanding that the Service Provider has subcontracted the performance of any part of the Services.

21. EMPLOYEES

- 21.1 The Service Provider must engage, employ and maintain such qualified, skilled and efficient staff to perform its obligations under this Agreement.
- 21.2 The Service Provider must ensure all employees, agents and subcontractors are:
- (a) fully qualified or trained for the work and satisfactorily complete any training required by the City from time to time; and
 - (b) familiar with, and comply with the requirements of any work health and safety legislation applicable to the provision of the Services.
- 21.3 The City may, at its absolute discretion, give notice requiring the Service Provider to remove personnel from work involving the Services. The Service Provider must promptly arrange for the removal of such personnel from work involving the Services and their replacement with personnel acceptable to the City. The need for the Service Provider to substitute personnel will not relieve the Service Provider of any of its obligations under this Agreement.

21.4 If the Service Provider is unable to provide acceptable replacement personnel, the City may terminate this Agreement.

21.5 The Service Provider must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of the City.

22. KEY PERSONNEL

22.1 The Service Provider must advise the City in writing of the details of any proposed key personnel.

22.2 The Service Provider must consult with, and obtain, the City's written approval before the removal or the replacement of the key personnel.

23. INDUSTRIAL RELATIONS

23.1 The Service Provider agrees that in the performance of the Services it will comply with all relevant legislation and the requirement of any authority in relation to its personnel including (without limitation) those relating to the payment of any relevant tax, workers compensation, personal income tax deductions, non-discrimination, equal opportunity and industrial awards.

23.2 The Service Provider agrees that all responsibility for industrial relations with regard to its employees rests with the Service Provider.

23.3 The Service Provider agrees to keep the City fully and promptly informed of any industrial relations problems or issues which affect or likely to affect the performance of the Services.

24. WORK HEALTH & SAFETY

24.1 The Service Provider must comply with the WH&S Laws when performing and supplying the Services.

24.2 The Service Provider agrees that where any of its employees, sub-contractors or agents may be required to go on Site, they will comply with the WH&S Laws.

24.3 The Service Provider must, in consultation with the City, use all reasonable endeavours to make the Site comply with all relevant legislation including the WH&S Laws and the requirements of all authorities relating to work health and safety.

24.4 The Service Provider must fully inform itself or, and strictly observe and comply with any arrangements made or requests and directions given by the City, in relation to safety and security arrangements in connection with any Site, including (without limitation):

(a) arrangements about access to restricted areas;

- (b) confidentiality agreements about non-disclosure of information;
- (c) work health and safety;
- (d) access to, or use of, the City's facilities;
- (e) special security arrangements.

24.4 The Service Provider must notify the City if the Service Provider becomes aware that any person engaged by the Service Provider to perform the Services is not complying with any of the requirements of the City's policies or requirements about safety or with any work health & safety requirements applicable to the Services.

24.5 The Service Provider must take all reasonable steps to protect the City's property, staff, agents, consultants, visitors and customers from any loss or damage that may arise in connection with the performance of the Services.

25. KEYS

25.1 The use of keys (and for the purpose of this clause "keys" include electronic cards or other devices necessary for obtaining access) supplied by the City to the Service Provider will be governed by the direction of the City.

25.2 The Service Provider will be responsible for all keys issued. Keys held on the authority of the City must not be lent or removed from the Site and their use must not be other than for access for provision of the Services.

25.3 The cost of supplying additional or replacement keys and any repining, re-programming or re-keying of locks or security devices that the City requires due to keys being lost, stolen, damaged or unaccounted for by the Service Provider, must be met by the Service Provider.

26. VARIATIONS

26.1 At any time during the Term the City may, by notice in writing to the Service Provider, change the requirements for the provision of the Services including:

- (a) directing additional services be performed by the Service Provider;
or
- (b) directing that a particular part of the Service is no longer required to be performed by the Service Provider.

For the avoidance of doubt a reference to Services in this Agreement will be a reference to the Services as varied from time to time in accordance with this clause 26.

- 26.2 A notice under this clause will be "**Variation Notice**" and must be given by the City in writing. If no date is specified in the Variation Notice, the change to the Services will take effect when the Variation Notice is issued by the City.
- 26.3 The City may require the performance of additional services on an urgent basis and may issue an oral direction for urgent additional services. The Service Provider must use its best endeavours to comply with each request for additional services and confirm the details of each request and the extent of compliance to the City within seven days after receipt of the request.
- 26.4 If the Variation Notice requires the Service Provider to provide additional services:
- (a) the Service Provider must submit a quotation for the additional services based on the Schedule of Rates (if applicable) or if no rate is applicable, reasonable rates; and
 - (b) until agreement is reached between the parties in relation to the variation, the City will not be liable to pay any fee or expense to the Service Provider for the additional services.
- 26.5 Upon receipt by the Service Provider of a Variation Notice, the parties must meet immediately to negotiate and conclude in good faith an agreement about the variation including the pricing of the variation or the amount by which the Service Fee should be reduced in the case of a direction by the City to omit Services.
- 26.6 If the parties are unable to agree on the value of a variation (including an omission) within 10 Business Days after receipt by the Service Provider of the Variation Notice, the City, acting in good faith, will determine the value of a variation having regard to the Schedule of Rates or if no rate is applicable, reasonable rates.
- 26.7 Variations directed by the City must be within the scope of the Agreement.

27. INDEMNITY

- 27.1 Subject to clause 27.2, the Service Provider indemnifies the City, its officers, employees and agents against all claims, liabilities, losses, damages and expenses arising directly or indirectly from:
- (a) its breach of this Agreement;
 - (b) any act or omission of the Service Provider, its employees or subcontractors relating to the subject matter of this Agreement; and
 - (c) inaccuracy of any representation or warranty by the Service Provider under this Agreement.



- 27.2 The Service Provider's liability to indemnify the City, its officers, employees and agents under clause 27.2 will be reduced proportionally to the extent that the City's negligent act or omission (including an act or omission of its officers, employees, contractors or agents) has contributed to the claim, liability, loss, damage, expense or other liability.

28. INSURANCE

- 28.1 The Service Provider must, at its own expense, effect and maintain with a reputable insurance company from the Commencement Date until a date that is 12 months after the termination or expiration of this Agreement, whichever is the later:
- (a) a public liability insurance policy, on an occurrence basis, for an amount not less than the amount set out in **Item 12** of Schedule 1 for one occurrence;
 - (b) worker's compensation insurance as required by any applicable Act or regulation;
 - (c) professional indemnity insurance for an amount not less than the amount of set out in **Item 13** of Schedule 1 provided that such professional indemnity insurance is maintained by the Service Provider until a date which is seven (7) years after the expiration or termination of this Agreement, whichever is the later; and
 - (d) such other insurances as a prudent person would maintain in the circumstances or the Service Provider.
- 28.2 The Service Provider must effect the insurances in clauses 28.1 with an insurer approved by the City, such approval not to be unreasonably withheld, and the City must be noted for its respective rights and interests.
- 28.3 Upon request by the City, the Service Provider must give the City certificates of currency for the insurances in clause 28.1.

29. TERMINATION WITH COMPENSATION

- 29.1 The City may, at any time during the Term by written notice given to the Service Provider, terminate this Agreement. If this Agreement is terminated pursuant to this clause, the City will be liable only for:
- (a) payments due under clause 18 for Services properly rendered before the effective date of termination provided that the Service Provider is not otherwise in breach of this Agreement; and
 - (b) subject to clause 29.1(a), any reasonable costs incurred by the Service Provider and directly attributable to the termination of this Agreement provided that the costs are fully substantiated to the City.

29.2 Upon receipt of a notice of termination the Service Provider must:

- (a) stop work as specified in the notice and comply with any other directions included in the notice; and
- (b) take all available steps to minimise or avoid any loss or damage resulting from the termination.

29.3 The City will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under this Agreement, exceed the Service Fee for a three month period. The Service Provider will not be entitled to compensation for loss of prospective profits or any other expectation loss.

30. TERMINATION FOR INSOLVENCY

30.1 If the Service Provider:

- (a) becomes insolvent, makes an assignment of its estate for the benefit of creditors, goes into liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed, becomes subject to any petition or proceedings in a court for its compulsory winding-up, becomes subject to supervision of a court either voluntarily or otherwise, or in the case of an individual, becomes bankrupt or enters into a scheme of arrangement with creditors;
- (b) suffers any execution against its assets having an adverse effect on its ability to perform this Agreement;

then, without prejudice to its rights at common law, the City may, by written notice, terminate this Agreement and recover from the Service Provider any loss or damage suffered by the City, including any amounts paid in advance to the Service Provider.

31. TERMINATION FOR DEFAULT

31.1 The City may terminate this Agreement by written notice to the Service Provider if the Service Provider:

- (a) assigns its rights otherwise than in accordance with this Agreement;
or
- (b) fails to achieve the Service Levels in a manner which permits the City to identify not less than three occasions on which the Service Levels have not been satisfied; or
- (c) fails to comply with the quality assurance system referred to in clause 7;

- (d) fails to comply with clause 5.2(k), clause 12 or clause 15 of this Agreement;
- (e) fails to comply with any legislation applicable to performance of the Services including WH&S Laws;
- (f) engages in activity that is fraudulent;
- (g) fails to comply or unreasonably delays in complying with any direction given by the City;
- (h) fails to give evidence of the terms and currency of any registration, accreditation, licence or insurance policy required to be maintained under this Agreement;
- (i) fails, within ten Business Days after receipt of written notice, to remedy any default in performance of its obligations under this Agreement (other than a default specified in clauses 31.1(a) to (h) above).

31.2 If the Agreement is terminated under clause 30 or 31:

- (a) subject to this Agreement, the parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination; and
- (b) the City's rights to recover damages are not affected.

31.3 Without limitation to any other right under this Agreement, if the Service Provider fails to provide or perform the Services in accordance with this Agreement, the City may engage another party to carry out the Services and may deduct the amount payable for those services from the Service Fee or Guarantee.

32. **NOT USED**

33. **TRANSITION OUT**

33.1 Upon the expiration or termination of this Agreement, the Service Provider must:

- (a) cooperate with the City, its employees, agents or contractors in arranging for the transition of the Services to another service provider with minimum interruption to the ongoing performance of the Services; and
- (b) ensure that any documentation which is relevant to the ongoing provision of the Services is accurate and up to date and give the City a copy of such documentation. All Confidential Information of the City is to be returned to the City.

- 33.2 Where clause 33.1 applies, the Service Provider must continue to provide the Services for as long as may be requested by the City subject to the terms of this Agreement.

34. POST TERMINATION ASSISTANCE

- 34.1 Subsequent to the termination of this Agreement, the Service Provider must give the City and its agents, contractors and consultants, as necessary, the following services:
- (a) answering questions about the Services on an "as needed" basis, subject to payment by the City where appropriate of a reasonable fee;
 - (b) at no additional cost, giving the City any remaining Reports and documentation still in the Service Provider's possession; and
 - (c) giving the City or a replacement service provider with access to all necessary business and technical information to enable the handover of the performance of the Services.

35. DISPUTE RESOLUTION

- 35.1 If a dispute between the Service Provider and the City arises out of or in connection with this Agreement, then either party may give written notice to the other party of the dispute. The notice must adequately identify and give details of the dispute.
- 35.2 Within 5 Business Days of a party issuing a notice of dispute under clause 35.1 or such further period as the parties agree, the parties must ensure that senior management of the parties meet in an attempt to resolve the dispute. The party's senior management may, within such period:
- (a) meet more than once to resolve the dispute; or
 - (b) use any dispute resolution techniques and procedures as the parties may agree.
- 35.3 If the dispute is not resolved within 10 Business Days of the dispute being referred to senior management of the parties, the parties may commence legal proceedings against the other as it sees fit.
- 35.4 Nothing in this clause 35 prevents a party from seeking urgent injunctive relief.

36. NOTICES

- 36.1 A notice or communication under this Agreement must be in writing and faxed, posted or delivered to the address of the recipient shown in **Item 2 and 14** of Schedule 1 (as the case may be).



36.2 A notice or communication is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 3 Business Days after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile generates a message confirming successful transmission of the total number of pages of the notice.

37. GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT 2009 AND REGULATIONS

37.1 Each party acknowledges that this Agreement is subject to the Government Information (Public Access) Act 2009 and the respective regulations.

37.2 Subject to exemptions under the Government Information (Public Access) Act 2009 and the respective regulations, the parties acknowledge that this Agreement may be disclosed on the City's website for public access.

37.3 The Service Provider must, within 7 days of receiving a written request by the City, provide the City with immediate access to the following information contained in records held by the Service Provider:

- (a) information that relates directly to the performance of the Services provided to the City by the Service Provider pursuant to this Agreement;
- (b) information collected by the Service Provider from members of the public to whom the Service Provider provides, or offers to provide, the Services pursuant to this Agreement; and
- (c) information received by the Service Provider from the City to enable the Service Provider to provide the Services pursuant to this Agreement.

37.4 For the purposes of clause 37.3, information does not include:

- (a) information that discloses or would tend to disclose the Service Provider's financing arrangements, financial modelling, cost structure or profit margin;
- (b) information that the Service Provider is prohibited from disclosing to the City by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or

- (c) information that, if disclosed to the City, could reasonably be expected to place the Service Provider at a substantial commercial disadvantage in relation to the City, whether at present or in the future.

37.5 The Service Provider will provide copies of any of the information requested by the City in accordance with this clause 37 at the Service Provider's own expense.

37.6 Any failure by the Service Provider to comply with a request from the City for access to information pursuant to this clause 37 will be considered a breach of an essential term of this Agreement and will allow the City to terminate this Agreement by providing notice in writing to the Service Provider of the City's intention to do so, with the termination to take effect seven (7) days after receipt of the notice. Once the Service Provider receives the notice, if the Service Provider fails to provide the information to the City's satisfaction within the seven (7) day period, then the termination of this Agreement will take effect seven (7) days after receipt by the Service Provider of the notice of termination.

37.7 The City will take reasonably practicable steps to consult with the Service Provider before providing any person with access to information relating to this Agreement, in response to an access application under the Government Information (Public Access) Act 2009, if it appears that:

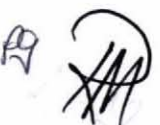
- (a) the information:
 - (i) includes personal information about the Service Provider or the Service Provider's employees; or
 - (ii) concerns the Service Provider's business, commercial, professional or financial interests; or
 - (iii) concerns research that has been, is being, or is intended to be, carried out by or on the Service Provider's behalf; or
 - (iv) concerns the affairs of a government of the Commonwealth or another State (and the Service Provider is that government); and
- (b) the Service Provider may reasonably be expected to have concerns about the disclosure of the information; and
- (c) those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.

- 37.8 If, following consultation between the City and the Service Provider, the Service Provider objects to disclosure of some or all of the information, the Service Provider must provide details of any such objection (including the information objected to and the reasons for any such objection) within 5 days of the conclusion of the consultation process.
- 37.9 In determining whether there is an overriding public interest against disclosure of government information, the City will take into account any objection received from the Service Provider.
- 37.10 If the Service Provider objects to the disclosure of some or all of the information but the City nonetheless decides to release the information, the City must not provide access until the City has given the Service Provider notice of the City's decision and notice of the Service Provider's right to have that decision reviewed.
- 37.11 Where the City has given notice to the Service Provider in accordance with clause 37.10, the City must not provide access to the information;
- (a) before the period for applying for review of the decision under Part 5 of the Government Information (Public Access) Act 2009 has expired; or
 - (b) where any review of the decision duly applied for is pending.
- 37.12 The reference in-clause 37.11 to the period for applying for review of the decision under Part 5 of the Government Information (Public Access) Act 2009 does not include the period that may be available by way of extension of time to apply for review.
- 37.13 This clause 37 is included in this Agreement to facilitate the City's obligations under sections 54 and 121 of the Government Information (Public Access) Act 2009.

38. GENERAL

- 38.1 This Agreement will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 38.2 This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties about the subject matter of this Agreement.
- 38.3 Waiver by either party of a particular breach is not a waiver of any other breach.

- 38.4 This Agreement may only be amended or supplemented in writing, signed by the parties.
- 38.5 The invalidity, illegality or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions.
- 38.6 The Service Provider must not assign its rights and obligations under this Agreement without the prior written approval of the City.
- 38.7 The indemnities in this Agreement, along with clauses 12 and 15 of this Agreement, are continuing obligations and remain in full force and effect following the expiration or termination of this Agreement.
- 38.8 The Service Provider must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of the City.
- 38.9 Nothing in this Agreement, in any way restricts or otherwise affects the unfettered discretion of the City as to the exercise of its statutory powers as a public authority and in the event of any conflict between the unfettered discretion of the City in the exercise of such powers and the performance of obligations under this Agreement, the former prevails.

Handwritten signature and initials in the bottom right corner of the page.

SCHEDULE 1

REFERENCE SCHEDULE

ITEM	NAME	DESCRIPTION
1	Date of Agreement	14/8/2015
2	Service Provider's Name	HUB Street Equipment Pty Ltd
	Service Provider's ABN	ABN: 52 109 882 617
	Service Provider's Address	[REDACTED]
	Service Provider's Contact Details	Contact: [REDACTED] [REDACTED]
3	Term	5 years
4	Additional Term	5 year option term + 2 year option term + 2 year option term, being an aggregate option term of 9 years.
5	Commencement Date	Date awarded by the City, being
6	(a) Contract Manager	a) Manager City Infrastructure & Traffic Operations
	(b) Service Provider's Representative	b) [REDACTED]
7	Site	City of Sydney Local Government Area
8	Guarantee Amount	[REDACTED]
9	Service Fee	Refer to Schedule of Rates in Schedule 2
10	Payment Schedule	30 days from invoice
11	Reports	Not applicable
12	Public Liability Insurance	\$10 million
13	Professional Indemnity Insurance	\$5 million
14	City's Address	The Council of the City of Sydney Town Hall House 456 Kent Street Sydney NSW 2000

SCHEDULE 2

APPROVED SERVICES, SCHEDULE OF RATES & SERVICE LEVELS

Refer to attached:

- 1) City of Sydney Request for Tender 1487 for Manufacture and Supply of Smartpole
TRIM: S123673.003
- 2) HUB Request for Tender Response – 1487 for Manufacture and Supply of Smartpole
TRIM: 2015/256603

Handwritten initials and signature

SCHEDULE 3

PROGRAM

Refer to attached:

- 1) Part 12: City of Sydney Request for Tender 1487 for Manufacture and Supply of Smartpole
TRIM: S123673.003
- 2) Part 12: HUB Request for Tender Response – 1487 for Manufacture and Supply of Smartpole
TRIM: 2015/256603



Executed by the parties as an Agreement:

Signed for and on behalf of the CITY)
OF SYDNEY COUNCIL by its duly)
authorised officer in the presence of:)

[Redacted]

[Redacted]

Witness: [Redacted]

Signature: [Redacted]

Name (printed):

Name of Authorised Officer:

SIGNED by **HUB Street Equipment Pty**
Ltd, ACN 109882617 in accordance
with its Constitution [Section 127 of
the Corporations Act 2001]:)

[Redacted]

[Redacted]

Director:

Director/Secretary:

[Redacted]

[Redacted]

Name (printed):

Name (printed):

RG

APPENDIX A SPECIFICATION

Refer to attached Request for Tender 1487 – Volume 2
TRIM: 2014/539633

REQUEST FOR TENDER



Tender number 1487

for Manufacture and Supply of Smartpole®

- **Manufacture and Supply of Smartpole® Multi-Function Poles;**
- **Industrial Design, Prototype, Manufacture and Supply of S3 Light Rail Smartpole® Multi-Function Poles; and;**
- **Industrial Design, Prototype, Manufacture and Supply of Pedestrian Poles**

The Council of the City of Sydney

Town Hall House
456 Kent Street
SYDNEY NSW 2000

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V1.6 – 2014

TRIM Ref 2014/419868

city of villages

COS ORIGINAL RFT
-1487

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Volume 6	Appendices

**VOLUME 1
SECTION 1
INTRODUCTION**

The Council of the City of Sydney (the "City" or "Council") invites tenders for the Smartpole® – Multi Function Pole, S3 Light Rail Smartpole® MFP and Pedestrian Pole in accordance with this request for tender:

1. Manufacture and Supply – to meet the City's ongoing requirements for the **Smartpole®MFP**;
2. Industrial Design, Prototype, Manufacture and Supply- to meet the City's requirements for the **S3 Light Rail Smartpole®MFP**;
3. Industrial Design, Prototype, Manufacture and Supply – to meet the City's requirements for the **Pedestrian Pole**,

(being the **Services**).

The contract term for the Services will be 5 years, with 1 option term of 5 years and a following 2 option terms (exercisable by the City at its discretion) of 2 years each. The maximum aggregate contract term for the Services is 14 years.

The Services will be supplied by the service provider to the City on a non-exclusive basis.

Tenderers must submit tenders in the manner required by this request for tender.

1.1 BACKGROUND SUMMARY

The City developed the multi-functional pole known as the Smartpole®- Multi-Function Pole (**Smartpole®MFP**), in the lead up to the Sydney 2000 Olympic and Paralympic Games. The Smartpole®MFP was developed to reduce the multiplicity of street poles and to upgrade the City's street lighting and pedestrian pathways.

The City has installed over 2,200 Smartpole®MFPs in key locations throughout its local government area (**LGA**), including, but not limited to the Central Business District, Darlinghurst Road, Glebe Point Road, Oxford Street, Redfern Street and William Street. The Smartpole®MFP will continue to be used as an important component of the City's public domain upgrade program and over time, the City intends to replace up to approximately 1,740 EnergyAustralia lighting poles with Smartpole®MFPs.

A single Smartpole®MFP can replace up to six ordinary street poles by incorporating streetlights, traffic lights, traffic and pedestrian signage, promotional banners, real time electronic message boards, CCTV, traffic flow cameras and telecommunications equipment. The extruded alloy track on the Smartpole®MFP enables flexibility, to securely integrate the various key components and accessories.

The City has an ongoing need to develop the Smartpole® MFP to suit specific project needs. From time to time there are custom requirements that may require further design services, prototypes, manufacture and supply new parts and types of Smartpoles®.

In 2014, the City commenced the development of a new suite of Smartpole® MFP, initially developed for use in connection with the CBD and South East Light Rail Project being delivered by Transport for NSW, to accommodate light rail catenary wires. To date a design has been developed, and further work is required to engineer, design and develop prototypes of parts, and then manufacture and supply of this new suite of Smartpole® MFPs.

In 2014, the City also completed the architectural concept design of a new pedestrian light pole (**Pedestrian Pole**). Further design work is required, development of prototypes of parts and then manufacture and supply of Pedestrian Poles.

The Pedestrian Pole does not form part of the Smartpole®MFP range. At this stage, the City intends to install the Pedestrian Pole throughout the LGA.

1.2 INTELLECTUAL PROPERTY

(a) Smartpole®MFPs

The City is the owner of all intellectual property in the Smartpole®MFPs (which includes the pole types, the accessories and the spare parts as described in the Specification and/or Product Manual, all moulds, the Specification and the Product Manual), being all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

The City will retain ownership of all existing intellectual property in the Smartpole®MFPs.

All intellectual property in any work arising from or created, produced or developed by the service provider during the contract term, whether alone or jointly with others or by any third party, in connection with the Services will immediately upon creation vest in the City and will remain the City's sole and exclusive property.

During the contract term, the City will grant the service provider a non-exclusive and royalty free licence to use the City's intellectual property in the Smartpole®MFP's for the purpose of supplying the Services as detailed in the General Conditions of Contract.

(b) S3 Light Rail Smartpole®MFPs

The S3 Light Rail Smartpole®MFP's form part of the Smartpole®MFP range.

The City is the owner of all intellectual property in the Smartpole®MFPs as described in paragraph 1.2(a) above of this request for tender.

(c) Pedestrian Pole

The City is the owner of all intellectual property in the Pedestrian Pole, being all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

The City will retain ownership of all existing intellectual property in the Pedestrian Pole.

All intellectual property in any work arising from or created, produced or developed by the service provider during the contract term, whether alone or jointly with others or by any third party, in connection with the Services will immediately upon creation vest in the City and will remain the City's sole and exclusive property.

During the contract term, the City will grant the service provider a non-exclusive and royalty free licence to use the City's intellectual property in the Pedestrian Pole for the purpose of supplying the Services as detailed in the General Conditions of Contract.

1.3 TENDER COMPONENTS

The City is seeking tenders from qualified companies for the following components, which can be tendered for singularly, jointly, or as a whole:

- (a) Manufacture and Supply - to meet the City's ongoing requirements for the **Smartpole®MFP**;
- (b) Industrial Design, Prototype, Manufacture and Supply- to meet the City's requirements for the **S3 Light Rail Smartpole®MFP**; and
- (c) Industrial Design, Prototype, Manufacture and Supply – to meet the City's requirements for the **Pedestrian Pole**.

1.3.1 Manufacture and Supply of the Smartpole®MFP

The City invites tenderers to submit bids to manufacture and supply Smartpole®MFPs to meet future City requirements on an as-needed basis.

To date, the City has installed 2,200 Smartpole®MFPs in the City's LGA. The City installs the Smartpole®MFP in street upgrades replacing existing EnergyAustralia light poles. Smartpole®MFPs (including accessories) will be ordered by the City during the contract term on an as-needed basis and no representation or warranty is made about the quantity of Smartpole®MFPs (including accessories) that will be ordered by the City.

As well, from time to time, private developers purchase the Smartpole®MFP, with express written authorisation from the City, to install in new land developments throughout the LGA. Private developers are to purchase the Smartpole®MFP directly from the service provider and private developers are to be charged the same schedule of prices as charged to the City.

The service provider is required to supply the Smartpole®MFP component of the Services for its Schedule of Prices (see Part 2) in accordance with its Program (see Part 12 of this tender) during the contract term.

This tender for supply does not include installation of the Smartpole®MFP, as installation is managed on a project-by-project basis.

1.3.2 Industrial design, Prototype, Manufacture and Supply of the S3 Light Rail Smartpole®

The City invites tenderers to submit bids to complete the industrial design, produce prototypes, manufacture and supply the new range of S3 Light Rail Smartpoles® to meet future City requirements on an as-needed basis.

The NSW Government's new CBD and South East Light Rail Project will travel from Circular Quay along George Street to Central Station and on to Moore Park, then to Kingsford via Anzac Parade and Randwick via Alison Road and High Street. Part of the new light rail route will be in the City's LGA. The NSW Government expects the new light rail to be operating in 2019/2020. For further information see <http://www.sydneylightrail.transport.nsw.gov.au/>. The existing range of Smartpole®MFP is not sufficient to support the requirements for light rail catenary wires or match the proposed streetscape furniture.

So far, the City has developed principles and detailed design for the new S3 Light Rail Smartpole®MFP range which comprises bespoke street and pedestrian light poles that will accommodate road lighting, pedestrian lighting, decorative lighting, traffic signals, wayfinding, wi-fi and light rail catenary wires.



Depending on the final configuration and loading of the catenary wires, the designs may require further engineering and industrial design to suit the successful light rail consortia's requirements. At the time of tender, the concept design for light rail on George Street anticipates the following Smartpole quantities;

- (a) **S3A** 98 units
- (b) **S3B** 100 units
- (c) **S3C** 18 units

The quantities listed above do not include Devonshire Street, Surry Hills or the areas outside of the City's Local Government Area (e.g. Randwick Council and Moore Park). It is the City's preference that the S3C model is used in these areas but that is beyond the control of the City.

Furthermore, the numbers are indicative only and final quantities are subject to the development of the detailed design of the light rail route and configuration of catenary wiring.

S3 Light Rail Smartpole®MFPs may be ordered either directly by the City on behalf of the NSW Government, by the NSW Government with the express written authorisation of the City, or via an alternative arrangement agreed between the City and the NSW Government during the contract term on an as-needed basis. No representation or warranty is made about the quantity of S3 Light Rail Smartpole®MFPs (including accessories) that will be ordered during the contract term. The service provider will not be required to charge 3rd party purchasers of the S3 Light Rail Smartpole®MFPs (whether the NSW Government or others) the same schedule of prices as charged to the City.

The service provider is required to supply the S3 Light Rail Smartpole®MFP component of the Services for its Schedule of Prices (see Part 2) in accordance with its Program (see Part 12 of this tender) during the contract term.

This tender for supply does not include installation of the S3 Light Rail Smartpole®MFP, as installation will be managed on a project-by-project basis.

1.3.3 Design, Prototype, Manufacture and Supply the Pedestrian Pole

The City invites tenderers to submit bids to complete industrial design stage, supply prototype poles and manufacture and supply approved Pedestrian Poles to meet future City requirements on an as-needed basis.

The City has recently developed a new range of street furniture for use throughout the LGA including bins, bench seats, tree guards, bubblers and the Pedestrian Pole.

The Pedestrian Pole has been developed to concept stage and the service provider will be required as part of the Services to develop a detailed design and a prototype, ensuring the original concept is adhered to, for the Pedestrian Pole.

For the detailed design, the service provider is required to deliver in electronic format (PDF, CAD dwgs etc) and in A3 size coloured hard copies of:

- General assembly level drawings;
- General arrangements;
- General dimensions;
- General materials and parts;
- Typical footing details & hold down bolt assembly;
- Engineering certification for maximum loads; and
- Detailed Specification,

for the Pedestrian Pole.

Pedestrian Poles will be ordered by the City during the contract term on an as-needed basis and no representation or warranty is made about the quantity of Pedestrian Poles that will be ordered by the City.

The service provider is required to supply the Pedestrian Pole component of the Services for its Schedule of Prices (see Part 2) in accordance with its Program (see Part 12 of this tender) during the contract term.

This tender for supply does not include installation of the Pedestrian Pole, as installation will be managed on a project-by-project basis.

Tzannes Associates, who developed the concept and the new furniture range for the City, will have a role to review shop drawings to ensure that the original concept and detailing is maintained throughout the design development and prototyping phases.



**VOLUME 1
SECTION 2
KEY CONDITIONS OF TENDER**

Name of Tender	Manufacture and Supply of Smartpole®
Tender Number	1487
Closing Date	Tuesday 27 January 2015
Closing Time	11:00am
Contact Person	<p>Contract enquiries should be directed to the Tendering Officer only. Enquiries may be submitted by either:</p> <p>(i) the online forum accessed at www.tenderlink.com/cityofsydney</p> <p>Or alternatively,</p> <p>(ii) by e-mail to the Council's Tendering Officer as follows:</p> <p>[REDACTED] Tendering Officer Tel: [REDACTED] Email: [REDACTED]</p>
Lodging a Tender	<p>Completed submissions should be lodged electronically in the Electronic Tender Box at www.tenderlink.com/cityofsydney by the closing time on the closing date nominated. Tenderers should ensure they allow sufficient time to upload their submission in full to the E-Tendering portal. Respondents will receive a successful submission request that is timed and dated upon completion.</p> <p>Alternatively Tenders can also be lodged with Council by the closing date and closing time and in accordance with the standard conditions of tender at the following address or fax (refer to volume 1, section 3, condition 5):</p> <p style="text-align: center;">Tender Box Town Hall House Level 1 456 Kent Street SYDNEY NSW 2000 Fax: 02 9265 9697</p> <p>If lodging to the Tender Box City of Sydney requests, one original and three hardcopies of the tender and attachments, signed as required must be submitted. The front page of each copy (including all supporting information) must be endorsed by the tenderer as a true copy. The Tender box is accessible between the hours of 8am and 6pm, Monday to Friday.</p>
Tender Documents	<p>The documents that comprise the request for tender include:</p> <p>Volume 1 - Tender Conditions & Returnable Forms Volume 2 - Specifications Volume 3 - Performance Review Volume 4 – Drawings Volume 5 - General Conditions of Contract</p>

General Conditions of Contract	The general conditions of contract for this tender will consist of City of Sydney Major Services Agreement
Drawings	Responding Organisations must contact the Tendering Officer to obtain copies of Volume 4 Drawings.

**VOLUME 1
SECTION 3
STANDARD CONDITIONS OF TENDER**

1. REQUEST FOR TENDER

This request for tender consists of the documents identified in the key conditions of tender. Where there is any doubt about the meaning of this request for tender, the rules governing the interpretation of the Contract will apply to resolve the ambiguity.

All information submitted by a tenderer as part of an expression of interest (if applicable) is deemed to form part of the tender as if reproduced and submitted in full as part of the tender.

The Council may from time to time issue addenda to amend, alter or clarify the form and contents of the request for tender. Council may include in addenda any queries received regarding the tender. The addenda will be issued before the closing date and upon issue, will form part of the request for tender. Tenderers must acknowledge receipt of the addenda when submitting the tender.

To the extent there is any inconsistency between the request for tender and addenda, the addenda will prevail. Where more than one addendum is issued, the latest addenda will prevail.

The key and standard conditions in this request for tender, and the process of assessing tenders, is not intended to create legal relations, contractual or otherwise. In accordance with standard condition 10, a contractual relationship only comes into effect when a written contract is executed between the Council and the preferred tenderer.

2. TENDERING PROCEDURE

2.1 Tenderers' Briefing

Council may offer briefings to tenderers from time to time. At the briefing Council's representative will discuss, answer or clarify any issues raised by a tenderer about any requirements in the request for tender. Council is not obliged to answer any questions before the briefing.

2.2 Information and Enquiries

Where a tenderer has any doubt about the meaning of any aspect of the request for tender, the tenderer must make enquiries about and clarify matters with Council's Tendering Officer. All enquiries about the request for tender must be referred through the Tenderlink online forum or in writing to Council's Tendering Officer.

All communications related to this RFT should be addressed to the Council's Tendering Officer (via the contact details specified in the key conditions) and not to other Council officers or other persons. The attention of tenderers is drawn to condition 2.6.

2.3 Site Visits

Tenderer's may inspect the site (if applicable) through prior arrangement with Council's Tendering Officer. Tenderers must take their own precautions upon visiting the site.

2.4 Discrepancies, Errors and Omissions

Tenderers must carefully and thoroughly consider and check the request for tender and must notify Council's Tendering Officer in writing of any errors, ambiguities, discrepancies, inconsistencies or omissions in the request for tender. Council will not be liable for any such error, ambiguity, discrepancy, inconsistency or omission.

2.5 Tenderer to Rely on Own Enquiries

All information in the request for tender and in the briefing (if any) is provided for the assistance of tenderers only. Tenderers acknowledge in receiving this request for tender and in submitting any tender that they have relied entirely on their own knowledge and enquiries and they do not rely on any warranties or representations made or purportedly made to them by or on behalf of Council.

Council will not be liable for any representations or warranties made or purportedly made by Council's representative, Council's agents or any other person or company on Council's behalf, whether in the request for tender, the briefing (if any) or otherwise.

2.6 Tenderer Not to Solicit Council Personnel

Subject to condition 2.2, tenderers (or any representative of a tenderer) must not at any time before Council makes a final decision to accept a tender, contact or interview or attempt to interview or to discuss or to attempt to discuss with Council members, employees, authorised representatives other than Council's Tendering Officer in accordance with the request for tender, any matter about the tender or any other tender submitted in response to the request for tender. Council reserves the right to reject any tender submitted by a tenderer which contravenes this condition.

For clarity, a representative of a tenderer, for the purpose of this condition, includes a person or other legal entity who acts at the request of a tenderer or its agent. Also, this condition does not prevent ordinary business or other contact arising from or pertaining to Council functions (so long as that contact is not used to interview or attempt to interview or to discuss or to attempt discussion on any matter relating the tender).

3. COMPLETION OF TENDER

Unless indicated otherwise in the request for tender, a tenderer must **complete all parts** of the tender forms and submit an offer to carry out the work under the Contract in accordance with the request for tender. Council may reject any tender which does not provide all the required information.

Tenderers must submit a tender by completing and signing the tender forms in the manner as follows:

- (a) If the tenderer is a corporation, in accordance with Section 127 of the Corporations Act 2001.
- (b) If the tenderer is an individual, by the person tendering and the signature must be witnessed.
- (c) If the tenderer is an unincorporated joint venture or partnership (including a business or trade name), each member of the joint venture or partnership must execute the tender in the manner set out in conditions 3(a) and (b).
- (d) If the tenderer is a trustee acting on behalf of a trust, in the manner set out in the trust deed (as varied) that constituted the trust or as otherwise prescribed by law.

4. CONFORMING AND ALTERNATIVE TENDERS

All tenderers must complete the statement of conformance as part of the tender.

A tenderer may also submit an alternative non-conforming tender. Any alternative non-conforming tender must satisfy the objectives of Council in issuing the request for tender, the requirements of the specifications and Contract.

Failure to comply with any condition of tender may render the tender non-conforming.

5. LODGEMENT OF TENDER

Tenders should be lodged by either:

(i) The Electronic Tender Box at www.tenderlink.com/cityofsydney by the closing time and closing date nominated. Tenderers should ensure they allow sufficient time to upload their submission in full to the Etendering portal. Respondents will receive a Successful Submission Receipt timed and dated upon completion. Should assistance be required please use the online manual on the portal under Support/Online Manuals/Making a Submission or contact Tenderlink Customer Support on 1800 233 533. Tenderlink's instructions on how to make an electronic response and a list of common submission problems are available through the following [link](#).

Or

(ii) Alternatively Tenders may also be placed in the tender box or lodged by fax by the closing time on the closing date in accordance with the key conditions of tender.

Tenders lodged by fax will only be accepted in accordance with the *Local Government (General) Regulation* and where:

- (a) the tender is received **in full** by Councils' Procurement Section on fax number (02) 9265 9697 before the closing time on the closing date ; and
- (b) the original of the tender is received by Council within three (3) business days.

Tenders sent by post and received by Council after the closing date will be deemed to have been received before the closing date only if:

- (a) the envelope bears a postal authority post mark clearly indicating that the time and date of posting were before the closing time on the closing date; and
- (b) the tender would have been able to have been received by Council by the closing time on the closing date in the usual course of business.

Any other tenders received by Council after the closing date will not, unless the *Local Government (General) Regulation* provides otherwise, be considered by Council.

All tenders lodged will become the property of Council and on no account will they be returned to the tenderer.

6. EXTENSION OF TIME

Council may, at its absolute discretion, extend the closing date for the submission of tenders. Tenderers may also request Council to extend the closing date for the submission of tenders by written application to Council's Tendering Officer. Any such

request must be received by Council's Tendering Officer at least three (3) business days before the closing date, and must provide sufficient reasons to support the request.

7. TENDER VALIDITY PERIOD

Any tender will be an irrevocable offer by the tenderer to carry out the work under the Contract subject to the conditions set out in the request for tender. The offer will remain open for acceptance by Council for a period of 120 calendar days from the closing date.

8. COUNCIL'S RIGHTS

Without limiting its rights at law or otherwise, Council reserves the right in its absolute discretion at any time to do one or any combination of the following:

- (a) evaluate tenders as Council sees appropriate in the context of its requirement for the works or services;
 - (b) cease to proceed with the process outlined in this request for tender or any subsequent process;
 - (c) accept all or part of a tender;
 - (d) reject any tender;
 - (e) accept a non-conforming tender; or
 - (f) reject the offer of any Tenderer who has any unresolved disputes with the City
- Council is not bound to accept the lowest or any tender.

9. ADDITIONAL INFORMATION

Without in any way limiting the *Local Government (General) Regulation*, Council may require further information from tenderers for the purposes of clarification or explanation of their tender. This includes holding interviews with some or all tenderers, including any personnel nominated by the tenderer in the tender or expression of interest.

If the tenderer is a trustee acting on behalf of a trust, Council may request the tenderer to provide to Council a copy of the trust deed together with any amending or supplementary documents constituting the trust. The tenderer must submit that information to Council's Tendering Officer within 5 working days of being requested. Failure to comply with any such request may render the tender non-conforming.

10. ACCEPTANCE OF TENDER & CONTRACT

If the Council accepts a tender it will issue a letter of acceptance to the successful tenderer. This letter of acceptance does not create a contract with the tenderer. The Council and preferred tenderer are legally bound only when a written Contract is executed by the parties. Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it agrees to comply with the Contract in its entirety.

11. CONFIDENTIALITY

Information provided in this request for tender or imparted to any tenderer as part of the tendering process must only be used for the purpose of preparing and submitting a tender response. Receipt of this document implies acceptance of this condition.

Information supplied by a tenderer will not be treated as commercially sensitive or confidential unless specifically requested by the tenderer. Information received by Council may be subject to disclosure to the public under the Government Information (Public Access) Act 2009 and regulations unless it has been provided in confidence, relates to commercially sensitive information or falls within an exemption from disclosure under that Act.

12. CONFLICT OF INTEREST

In this clause "conflict of interest" means an actual or potential pecuniary or non pecuniary conflict of interest (see the Council's Code of Conduct at <http://www.cityofsydney.nsw.gov.au/Council/FormsPoliciesPublication/Policies.asp> under Governance for further explanation of these terms). Tenderers must disclose any conflict of interest in undertaking the requirements of the specifications and contract. Where a tenderer has a conflict of interest, the tenderer must provide Council in writing with detailed information about the nature and scope of the conflict of interest and include details of any arrangements proposed to resolve or manage the conflict of interest should the tenderer be awarded the contract. Based on the information provided by the tenderer, Council will make the final decision regarding the tenderers conflict of interest. If a conflict of interest is not disclosed by a tenderer and Council then becomes aware of the conflict, tenderers may be excluded from this Tender and/or any future process by which Council is seeking the provision of goods or services.

Additional information relating to the City's requirements of Bidders regarding how to tender, frequently asked questions and ethical business conduct can be found on the website at <http://www.cityofsydney.nsw.gov.au/Business/TendersEOIQuotes/default.asp>

13. BUSINESS WITH BURMA

The City has a specific requirement that Council will not, in certain circumstances, purchase goods or services provided by those who, Council is aware, conduct business in, or with, Burma, or who are willing to do so, until democracy has been restored and human rights violations have ceased.

If a bidder is aware that any goods or services provided as part of their bid are subject to the abovementioned clause, these goods or services should be highlighted within their bid and provide the reasons for their inclusion.

14. ASSESSMENT CRITERIA

Tenders will be examined and evaluated according to the following criteria:

- Financial stability and financial position of the tenderer;



- The lump sum price and schedule of prices;
- Demonstrated capacity and technical ability to carry out the work under the contract;
- Demonstrated capability, qualifications and experience;
- Demonstrated capacity to achieve the required project program;
- The proposed quality and operations plan;
- Environmental management; and
- WHS and Insurances.

Each of the mandatory evaluation criteria listed above is considered to be critical to this tender. They are not of equal weight for evaluation and are not listed in order of priority.

Tenderers compliance on each of the mandatory evaluation criteria will be separately evaluated using the Evaluation Rating Scale below:

<u>Score rating</u>	<u>Description</u>
90-100	No risk, excellent response with added value and innovation
80-89	No risk, excellent response
70-79	Very low risk, good response
60-69	Low risk, good response
50-59	Low risk, acceptable response
40-49	Medium risk, but acceptable response

If a tenderer receives a score of less than 40 in any one mandatory assessment criteria, that tenderer will be deemed non-compliant and will not be recommended for acceptance by Council.

The City may undertake financial assessments of bidders to determine their financial capacity to undertake the works under the contract. This may be undertaken by a third party appointed by the City.

On request the bidder must provide recent years financial information which may include financial statements (P&L, Balance sheets and notes) and Management accounts / Financial statements.

Tenderers must complete all parts of the Tender forms. Council may reject any tender which does not provide all the required information.



**VOLUME 1
SECTION 4
TENDER FORMS**

The following tender forms **must be completed** as part of this request for tender:

Part 1	Execution by Tenderer
Part 2	Schedule of Prices
Part 3	Statement of Conformance
Part 4	Acknowledgement of Addenda & Notices
Part 5	Insurance and Disability Details
Part 6	Company Profile
Part 7	Previous Work Experience
Part 8	Tenderer's Current Commitments
Part 9	Specified Personnel
Part 10	Proposed Sub-Contractors & Suppliers
Part 11	Environmental Management
Part 12	Program - Proposed Timeframes
Part 13	Quality and Operations Plan
Part 14	Proposed Schedule of Storage of Poles
Part 15	Warranties
Part 16	Workplace Health & Safety



PART 1
EXECUTION BY TENDERER

I/We having read, understood and fully informed myself/ourselves of the contents, requirements and obligations of the request for tender, submit this tender for the performance by myself/ourselves of **[insert details of the project]** for the Council of the City of Sydney.

I/We hereby offer to supply the goods and/or services described in the tender at the prices offered as laid out in the Schedule of Prices, upon and subject to the key and standard conditions of tender and general conditions of contract set out in the request for tender. This offer remains open for acceptance for 120 calendar days from the tender closing date.

<i>Name of Tenderer</i>	
<i>Subsidiary Company (if applicable)</i>	
<i>Address of Tenderer</i>	
<i>Postal Address</i>	
<i>Refer enquiries to: (name, telephone number and email address)</i>	
<i>Phone Number</i>	<i>Fax Number</i>
<i>Legal Entity</i>	<i>ABN</i>
<i>Signature and Date</i>	<i>Official Position Held</i>
<i>Signature of Witness</i>	<i>Address of Witness</i>



**PART 2
SCHEDULE OF PRICES**


The City invites Tenderers to submit bids for individual components, for joint components or for all components which are as follows:

Tenderers must complete the associated schedules for the components for which they are submitting tenders:

Principal Activity	Schedule to be Completed
Schedule A	MANUFACTURE AND SUPPLY of the Smartpole®MFP
Schedule B	INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the S3 Light Rail Smartpole®MFP
Schedule C	INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the Pedestrian Pole

2.1 SCHEDULE A - MANUFACTURE AND SUPPLY OF Smartpole®MFP's

Item	Description	Unit	Rate \$/unit
1.	Moulds and tools		
1.1	Provision and manufacture of all tools and moulds required for the manufacture of the complete Smartpole®MFP's range, including accessories	sum	
2	Design Maintenance		
2.1	On-going fee for updating design records, component and parts lists and specifications and providing quarterly updates to City of Sydney.	Quarterly	
3	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
3.1	12m Type A Pole (A1 Upper Extrusion)	each	
3.2	12m Type A Pole (A2 Upper Extrusion)	each	
3.3	12m Type A Pole (A3 Upper Extrusion)	each	
3.4	9.6m Type Ab Pole (Ab1 Upper Extrusion)	each	
3.5	9.6m Type Ab Pole (Ab2 Upper Extrusion)	each	
3.6	9.6m Type B Pole	each	
3.7	7.2m Type C Pole	each	
3.8	4.8m Type D Pole	each	

EG 

Item	Description	Unit	Rate \$/unit
3.9	S2B 7.2m Pole	each	
3.10	S2C 7.2m Pole	each	
3.11	S2C 4.8m pole	each	
3.12	S2D 5.0m Pole	each	
4	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following RTA Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
4.1	RTA 5.5m Outreach Arm Assembly	each	
4.2	RTA 5.0m Outreach Arm Assembly	each	
4.3	RTA 3.5m Outreach Arm Assembly	each	
4.4	RTA 2.5m Outreach Arm Assembly	each	
4.5	RTA Traffic Lantern on Pole Assembly	each	
4.6	RTA Pedestrian Lantern Assembly	each	
4.7	RTA Pedestrian Push Button Assembly	each	
4.8	RTA Audio Tactile Unit Assembly	each	
4.9	Upper Hatch RTA Specification	each	
4.10	RTA Termination Board	each	
5	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Street Lighting Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
5.1	Twin Street Light 4.0m Outreach Assembly	each	
5.2	Single Street Light 4.0m Outreach Arm Assembly	each	
5.3	Back to Back Streetlight 4m Outreach Assembly	each	
5.4	Single Street Light 3.0m Outreach Assembly	each	
5.5	Single Street Light 2.0m Outreach Assembly	each	
5.6	Twin Street Light 2.0m Outreach Assembly	each	
5.7	Plaza Single Outreach Assembly	each	
5.8	Plaza Twin Outreach Assembly	each	
5.9	Footpath Luminaire Outreach Assembly	each	
5.10	Spotlight Arm Assembly	each	
6	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Miscellaneous Signage components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
6.1	Vertical Banner Assembly	each	

Item	Description	Unit	Rate \$/unit
6.2	Wayfinding Signage Assembly	each	
6.3	Street Name Sign Assembly	each	
6.4	Kerbside Signage Bracketry Single Kit	each	
6.5	Kerbside Signage Bracketry Multiple Kit	each	
7	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Miscellaneous Parts		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
7.1	Lower Extrusion Cladding	panel	
7.2	Shear bolt assembly	each	
7.3	Pole cap assembly	each	
7.4	Transition rim	each	
7.5	Pole stay connection assembly	each	
7.6	Stay wire assembly, swage terminal backing plate and rubber seal	each	
7.7	Outreach collar connection assembly	each	
7.8	Street light Outreach Arm End flange	each	
7.9	Gaskets and sealants	each	
7.10	Vertical eye bolts	each	
7.11	Cable entry covers	each	
8	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Miscellaneous components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
8.1	Foundation HD Bolts – 6 bolts	each	
8.2	Foundation HD Bolts – 4 bolts	each	
8.3	External GPO assembly	each	
8.4	High Level GPO Assembly	each	
8.5	Electrical Termination Board	each	
8.6	Cable entry cover kit	each	
8.7	Bike Ring	each	
8.8	Brackets for attaching CCTV	each	
8.9	4.8m Type D Pole – S1B 4.1m Pole	each	
8.10	Pole Label Assembly	each	
8.11	RMS single Signage Bracket	each	
8.12	RMS Multiple Sign Assembly	each	
8.13	Long Arm Assembly (as per assembly manual 3.4.1.2)	each	

Item	Description	Unit	Rate \$/unit
8.14	Extended Sign (as per Assembly Manual 3.4.1.2)	each	
8.15	RMS Sign on Pole Assembly(As per Assembly Manual 3.4.1.1)	each	
8.16	TOR Signage Multiple	each	
8.17	TOR Signage single	each	
8.18	Universal Bracket	each	
8.19	S2 Single Street Light 2m Outreach Assembly	each	
8.20	Hanging Baskets – Collar assembly Double	each	
8.21	Anodising Colour 'Slate Grey" 25um, to 166mm Ali Pole	each	
8.22	Anodising Colour 'Slate Grey" 25um, to 200mm cladding	each	
8.23	Anodising Colour 'Slate Grey" 25um, to Tube 80 x 1.6	each	
8.24	Anodising Colour 'Slate Grey" 25um, to Tube 50 x 1.6	each	
8.25	Anodising Colour 'Slate Grey" 25um, to 220mm Pole	each	
8.26	Anodising Colour 'Slate Grey" 25um, to 300mm Cladding	each	
8.27	Anodising Colour 'Slate Grey" 25um, to Traffic Light Outreach	each	
8.28	2.0m single Street Light Outreach- 80mm x L= 1417mm	each	
8.29	Single Street Light 1.5m Outreach Assembly (amended from Drawing #0800-260-A)	each	
8.30	Single Street Light 0.5m Outreach Assembly (amended from Drawing #0800-260-A)	each	
8.31	TOR CCTV Extension Piece	each	
8.32	S2C Pole Steel	each	
8.33	8.5m Type A & Ab Pole Steel	each	
8.34	Lower Extrusion Cladding – As per Taylor Square	each	

2.1 SCHEDULE B- INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY OF S3 Light Rail Smartpole®MFP

Item	Description	Unit	Rate \$/unit
9	Industrial design and engineering		
9.1	Confirmation of engineering parameters from light rail consortia, re-engineering (if required), re-certification and re-drawing of shop drawings (if required).		
10.	Moulds and tools		
10.1	Provision and manufacture of all tools and moulds required for the manufacture of the complete S3 Light Rail Smartpole®MFP range, including accessories	sum	
10.2	Manufacture and supply mock up of each type of pole within the range of S3 Light Rail Smartpole®MFP , amend drawings to reflect City's comments	sum	
10.3	Manufacture and supply of fully working prototype of each type of pole within the range S3 Light Rail Smartpole®MFP	sum	
11	Design Maintenance		
11.1	On-going fee for updating design records, component and parts lists and specifications and providing quarterly updates to City of Sydney.	Quarterly	
12	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
12.1	S3A Pole Assembly	each	
12.2	S3B Pedestrian Pole Assembly	each	
12.3	S3C Pole Assembly	each	
13	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following S3 Pole Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
13.1	S3 4m Twin Outreach Assembly	each	
13.2	S3A&C Pole Steel	each	
13.3	Catenary Pole Twin Outreach Collar	each	
13.4	Streetlight Twin Outreach Arm End Flange -	each	

Item	Description	Unit	Rate \$/unit
13.5	Cladding Assembly - S3A & S3C	each	
13.6	Cladding Panel 1 - S3A & S3C	each	
13.7	Cladding Panel 2 - S3A & S3C	each	
13.8	S3A & C Transition Rim Bottom	each	
13.9	S3A & C Transition Rim Top	each	
13.10	Upper Extrusion S3A & C - Bottom	each	
13.11	4m Twin Streetlight Outreach Arm S3	each	
13.12	S3B Pedestrian Pole Steel	each	
13.13	Cladding Assembly - S3B Pedestrian Pole	each	
13.14	Cladding Panel 1 - S3B	each	
13.15	Cladding Panel 2 - S3B	each	
13.16	Pedestrian Pole S3B Transition Rim	each	
13.17	Upper Extrusion Assembly S3B Bottom	each	
13.18	Upper Extrusion Assembly S3B Mid	each	
13.19	Upper Extrusion Assembly S3B Top	each	
13.20	Upper Extrusion S3B Bottom	each	
13.21	Upper Extrusion S3B Mid	each	
13.22	Upper Extrusion S3B Top	each	
13.23	S3 Channel Cover - Pedestrian Standard Pole Bottom	each	
13.24	S3 Channel Cover - Pedestrian Standard Pole Mid	each	
13.25	S3 Channel Cover - Pedestrian Standard Pole Top	each	
13.26	S3B Core Bracket Mid	each	
13.27	S3B Core Bracket Top	each	
13.28	S3 Pole Cap	each	
14	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following S3 Pole Street Lighting Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
15.1	Beacon Light Assembly	each	
15.2	Tree Up Light Assembly	each	
15.3	Tree Up Light Lens Cover Assembly	each	
15.4	Tree Up Light Luminaire Assembly	each	
15.5	Road Light Assembly	each	
15.6	Road Light Lens Cover Assembly	each	
15.7	Pedestrian Light Assembly	each	
15.8	Pedestrian Light Lens Cover Assembly	each	

Item	Description	Unit	Rate \$/unit
15.9	Pedestrian Light Luminaire Assembly	each	

2.1 SCHEDULE C - INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY OF Pedestrian Pole


Item	Description	Unit	Rate \$/unit
1.	Moulds and tools		
1.1	Provision and manufacture of all tools and moulds required for the manufacture of the complete Pedestrian pole range, including accessories	sum	
1.2	Develop detailed industrial design of complete Pedestrian pole (including general assembly, dimensions, materials, footing details, engineering certification and detailed specification)	sum	
1.3	Manufacture and supply mockup of each type of pole within the range of Pedestrian Pole , amend drawings to reflect City's comments	sum	
	Manufacture and supply of fully working prototype of each type of pole within the range of Pedestrian pole	sum	
2	Design Maintenance		
2.1	On-going fee for updating design records, component and parts lists and specifications and providing quarterly updates to City of Sydney.	Quarterly	
3	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
3.1	4.5m Pedestrian Pole	each	
4	Hourly fees for further development of poles		
	Technical Director	Per hour	
	Senior Engineer	Per hour	
	Engineer	Per hour	
	Senior CAD Draftsperson	Per hour	
	CAD Draftsperson	Per hour	
5	Rate for Storage of Smartpoles and componentry available to the City after delivery date in	% of value of order	

Item	Description	Unit	Rate \$/unit
	situations where the City cannot take delivery		
6	Single Bulk Order discount		
	Order value >\$200K	% of order value	
	Order value >\$200K < \$500K	% of order value	
	Order Value >\$500K	% of order value	

PART 3
STATEMENT OF CONFORMANCE

[Delete whichever is not applicable:]

- The tender does conform with the request for tender; or
- The tender does not conform with the request for tender. The areas in which the tender does not conform and the reasons for this non-conformance are as follows:

EG 

PART 4
ACKNOWLEDGEMENT OF ADDENDA & NOTICES

I / We, **[insert full name of Tenderer]**, acknowledge receipt of the following:

[Tenderers must fully describe all documents including addenda, and any notices, which are issued by Council]

[Handwritten signature]

PART 5
INSURANCE AND DISABILITY DETAILS

1. Tenderers must complete the following table which details the insurances required.

Insurance Type	Policy No.	Extent of Cover		Expiry Date	Name of Insurer
		Per Incident \$A	Aggregate		
Workers Compensation/ Accident Insurance					
Public Liability (Minimum required \$20m per incident)					
Plant and Equipment					
Motor Vehicles					
Professional Indemnity (Minimum required \$5m per incident)					
Other					

Copies of all insurance certificates are required to be submitted as part of the tender response.

Should work be sub-contracted, it is the tenderer's responsibility to ensure sub-contractors hold and maintain equivalent insurances.

The successful tenderer's insurance policies must be for the amounts required under the contract and the City must be noted as an interested party on the public liability policy certificate of currency.

2. Provide details of current registration with long service and superannuation bodies.
3. Provide details of any disability action plan or disability specific policies and procedures (excluding standard EEO documentation).

PART 6 COMPANY PROFILE

Tenderers must provide the following information:

- Details of the size of your organisation
- Details of your corporate structure
- Brief history of your organisation
- Details of quality assurance systems and/or procedures

PART 7 PREVIOUS WORK EXPERIENCE

Tenderers must provide details and references for at least three (3) recent projects that demonstrate expertise applicable to the nominated works.

The following information is to be provided for each project separately:

- Company and address
- Name of project location
- Name and telephone number of principal contact
- Description of works undertaken (or services provided)
- Project value
- Project period

Council may contact these organisations for reference purposes

PART 8
TENDERER'S CURRENT COMMITMENTS

Tenderers must list the current projects the organisation is engaged in or committed to.

The following information is to be provided for each project separately:

- Company and address
- Name of project location
- Name and telephone number of principal contact
- Description of works undertaken (or services provided)
- Project value
- Project period



PART 9
SPECIFIED PERSONNEL

Tenderers must nominate the names of proposed **key personnel for the project**, listing their qualifications, level of expertise, relevant experience and percentage of time to be allocated on the work under the Contact.

The following information is to be provided for each person separately:

- Full Name of Specified Person
- Position Held
- Percentage of Time on the Project
- Qualifications
- Level of Expertise

PART 10
PROPOSED SUB-CONTRACTOR'S & SUPPLIERS

Tenderers must list all proposed sub-contractors and suppliers intended to be engaged by the tenderer in the performance of the work under the Contract.

The following information is to be provided for each sub-contractor or supplier separately:

- Sub-Contractor or Supplier
- Nature of Work



PART 11
ENVIRONMENTAL MANAGEMENT

1. Tenderers must provide details of their environmental systems, accreditations and/or procedures together with the following:
 - Details of initiatives planned and/or undertaken to reduce your environmental impacts, including carbon footprint
 - Examples of environmentally responsible business practices related to this tender
2. Tenderers must provide a full description of the proposed environmental management plan to be implemented as part of this project if applicable.

PART 12
PROGRAM - PROPOSED TIMEFRAMES

Tenderers are to supply the following information for evaluation by the City, to enable assessment of this proposal

SCHEDULE A – MANUFACTURE AND SUPPLY of the Smartpole®MFP

- 1) Program showing the time required to manufacture and provide all tools and moulds required to manufacture complete range of Smartpole®MFPs and componentry.

NOTE: The City's preference would be for a maximum lead time of 4 months from the date of contract execution to date of supply of all tools and moulds.

NOTE: As a minimum, a delay discount for any delays in supply over 4 months from the date of contract execution is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay.

- 2) Program showing the time required for manufacture and supply of the first order of Smartpole®MFPs for the City:
 - a. Any design, checking and certification activities that may be required;
 - b. Preparation of drawings and documentation required to initiate manufacture of Smartpole®MFPs and componentry;
 - c. Delivery of first Smartpole®MFPs and associated components.
- 3) Program showing time required for supply of subsequent batches of Smartpole®MFPs.

NOTE: The City's preference would be for a 8 week lead time (the time from date of the Purchase Order being issued to the date of supply) for supply of Smartpole®MFPs and componentry.

NOTE: As a minimum, a late delivery discount is to apply for any delays in supply over 8 weeks from the date of order. This discount is to be (a minimum) of 5% of tendered rates per week delay.

- 4) Program showing time for design/ development of new Smartpole®MFPs products and accessories.
- 5) Program nominating hold points at end of each stage for City review, feedback and sign-off.

SCHEDULE B – INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the S3 Light Rail Smartpole®MFPs

- 6) Program showing time for confirming engineering parameters, re-engineering and re-certification and re-documentation (if required)
- 7) Program showing time required for manufacture and supply of fully operational prototype of each pole type within the S3 Light Rail Smartpole®MFP range.

NOTE: The City's preference would be for a maximum lead time of 5 weeks from the date of contract execution to date of supply of fully operational prototype.

NOTE: As a minimum, a delay discount for any delays in supply over 5 weeks from the date of contract execution is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay. , limited to a maximum of 6 weeks charges

Program showing the time required to manufacture and provide all tools and moulds required to manufacture complete range of S3 Light Rail Smartpole®MFPs and componentry.

NOTE: The City's preference would be for a maximum lead time of 12 weeks from the date of instruction to provide to date of supply of all tools and moulds.

NOTE: As a minimum, a late delivery discount for any delays in supply over 12 weeks from the date of instruction is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay. , limited to a maximum of 6 weeks charges

- 8) Program showing the time required for manufacture and supply of the first order of S3 Light Rail Smartpole®MFPs for the City:
 - a. Any design, checking and certification activities that may be required;
 - b. Preparation of drawings and documentation required to initiate manufacture of S3 Light Rail Smartpole®MFPs and componentry;
 - c. Delivery of first S3 Light Rail Smartpole®MFPs and associated components.
- 9) Program showing time required for supply of subsequent batches of S3 Light Rail Smartpole®MFPs.

NOTE: The City's preference would be for a 8 week lead time (the time from date of the Purchase Order being issued to the date of supply) for supply of Smartpole®MFPs and componentry.

NOTE: As a minimum, a late delivery discount is to apply for any delays in supply over 8 weeks from the date of Purchase Order being issued. This discount is to be (a minimum) of 5% of tendered rates per week delay.

- 10) Program showing time for design/ development of new S3 Light Rail Smartpole®MFPs products and accessories.
- 11) Program nominating hold points at end of each stage for City review, feedback and sign-off.



SCHEDULE C - INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the Pedestrian Pole

- 12) Program showing time for Industrial design/ development of new Pedestrian Pole products and accessories.

NOTE: The City's preference would be for a maximum lead time of 4 weeks from the date of contract execution to date of supply of fully developed Industrial design.

NOTE: As a minimum, a delay discount for any delays in supply over 4 weeks from the date of contract execution is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay, limited to a maximum of 6 weeks charges

- 13) Program showing time for manufacture of fully operational prototype Pedestrian Pole.

NOTE: The City's preference would be for a maximum lead time of 5 weeks from the date of the City's approval of the Industrial design to date of supply of fully operational prototype

- 14) Program showing the time required to manufacture and provide all tools and moulds required to manufacture complete range of Pedestrian Poles and componentry

NOTE: The City's preference would be for a maximum lead time of 3 months from the date of the City's instruction to supply tools and moulds to date of supply.

NOTE: As a minimum, delay discount for any delays in supply over 5 weeks from the date of instruction is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay, limited to a maximum of 6 weeks charges

- 15) Program showing the time required for manufacture and supply of the first order of Pedestrian Pole for the City:

- a. Any design, checking and certification activities that may be required;
- b. Preparation of drawings and documentation required to initiate manufacture of Pedestrian Pole and componentry;
- c. Delivery of first Pedestrian Pole and associated components.

NOTE: The City's preference would be for a maximum lead time of 4 months from the date of order to date of supply of the Pedestrian pole.

NOTE: As a minimum, a late delivery discount is to apply for any delays in supply over 4 months from the date of order. This discount is to be (a minimum) of 5% of tendered rates per week delay.


- 16) Program showing time required for supply of subsequent batches of Pedestrian Pole.

NOTE: The City's preference would be for a 8 week lead time (the time from date of the Purchase Order being issued to the date of supply) for supply of Pedestrian poles.

NOTE: As a minimum, a discount for late delivery is to apply for any delays in supply over 8 weeks from the date of Purchase Order being issued. This discount is to be (a minimum) of 5% of tendered rates per week delay.



- 17) Program showing time for design/ development of further new Pedestrian Pole products and accessories.
- 18) Program nominating hold points at end of each stage for City review, feedback and sign-off.

Rg 

PART 13
QUALITY AND OPERATIONS PLAN

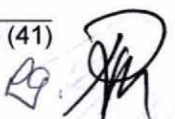
Tenderers must set out the proposed methodology and sequence for services to be performed under the Contract.

All deliveries must come with a detailed inventory of what is supplied and all packages clearly labelled.



PART 14
PROPOSED SCHEDULE OF STORAGE OF POLES UNTIL REQUIRED BY COUNCIL

Tenderers must list location and method of storage and security of poles from availability until requirement for delivery to the City.



PART 15 WARRANTIES

Tenderers must list detailed warranty periods for each individual pole types and accessories. The warranty must include for the supply of all parts required, labour and plant to rectify any and all quality issues

NOTE: It is expected that the minimum warranty will be 25 years. This represents the period during which the lighting column should be expected to be used for its intended purpose with anticipated maintenance but without substantial repairs being necessary.



PART 16
WORK, HEALTH & SAFETY (WHS)

The City's WHS Responsibilities under this Contract

As part of its duty of care obligations, the City requires the successful bidder employed by the City under this contract to comply with WHS Legislation, Australian Standards, relevant Codes of Practice and the City's WHS Policy in accordance with:

- The legislative obligations placed upon all persons conducting a business or undertaking with respect to the Work, Health and Safety Act 2011 and Work, Health and Safety Regulation 2011
- The City's WHS Policy available through City's website at http://www.cityofsydney.nsw.gov.au/data/assets/pdf_file/0003/114573/Policy-WHS-Policy.pdf

The City will monitor the contract for its duration to ensure that the Contractor manages the project effectively, meets the City's WHS requirements and complies with the relevant WHS legislation to ensure that the Contractor, the City, nor their workers or others in the workplace are placed at risk of injury, illness or prosecution.

The Contractor's WHS Responsibilities under this Contract

The Contractor must demonstrate their safe systems of work are sufficient for the process, and maintain these arrangements for the duration of the agreement. This includes:

Injury and Incident Management

The Contractor must develop and maintain a reporting and corrective action system and register of all injuries and incidents that occur in relation to the delivery of services under this agreement.

Personal Protective Equipment (PPE)

The Contractor must provide, record and maintain PPE for its workers.

Risk Assessments

A risk assessment of the services under the contract must be prepared by the Contractor and reviewed annually. This assessment must form part of the Operations Plan.

Safe Work Method Statements

A documented safe system of work shall be developed and implemented. This is to be provided for all works other than office based administrative services and shall be received and reviewed by the City.

Site inductions and Training

The Contractor must develop and maintain a package of site induction and training that is applicable to all staff working on the City's sites. A register of completed inductions and training must be kept by the Contractor for the duration of the agreement.

Staff inductions

Appropriate levels of WHS Induction shall be provided to, or, carried out by the Contractor which will be documented and maintained throughout the contract.

Traffic Management

Traffic management activities will be the responsibility of the Contractor for sites under their control.

Record Management

The Contractor must maintain work health and safety records in an appropriate format.

Inspection, Testing and Maintenance

The contractor must maintain and inspect plant and equipment to ensure it is in a safe working order.

Hazardous Chemicals

The Contractor must label, store, decant, handle and transport chemicals in accordance with the safety data sheet.

Disclaimer

The provided WHS information in this specification does not reduce the responsibilities of the selected Contractor in identifying hazards and assessing and controlling the risks associated with the proposed works. The information is provided for assistance to the Contractor only.

Item	Response
Advise how you will manage the work health and safety risks outlined within the contract documentation and indicative risk assessment (maximum 5 pages).	
List the number of lost time injuries for the last financial year	
What was your lost time injury severity rate (LTISR) for the last financial year	
What was your lost time injury frequency rate (LTIFR) for the last financial year	
Provide details of any prosecutions or improvements notices issued for WHS offences in any State, Territory or Commonwealth jurisdiction.	
Explain what prosecution or improvement notice was issued and what measures (e.g. additional controls) were put in place to address these issues.	

**VOLUME 2
SPECIFICATIONS**

Refer to PDF attachment '*Volume 2 – Specifications*'.

VOLUME 3 PERFORMANCE REVIEW

The City will use the following General Key Performance Indicators to evaluate performance of the successful bidder. For some contracts, Key Performance Indicators (With Repeating Activities) may also be used.

Performance will be evaluated regularly, at least annually, and always upon completion of the contract. Each assessment will form the basis of the Performance Review.

Should one or more of the KPIs be considered irrelevant or unworkable the parties must meet in good faith and agree on an alternative KPI(s) as may be required under the contract.

General Key Performance Indicator Score Rating Scale:

- 1 unacceptable / deficient
- 2 limited / flawed
- 3 adequate / satisfactory / appropriate
- 4 competent / proficient
- 5 strong / superior / exceeds expectations

Key Performance Indicator	Rating					Comments
	1	2	3	4	5	
1 Key Objectives / Deliverables*						
2 Quality of work						
3 Time						
4 Reporting						
5 Communication						
6 WH&S compliance						

* The Key Objectives / Deliverables have been set out in this Specification. These are the results that the Supplier is expected to deliver to meet the City's key contract requirements.

**KEY PERFORMANCE INDICATOR
(WITH REPEATING ACTIVITIES)**

Name of KPI (With Repeating Activities)	0	1	2	3	4

(These are important repeating activities that occur in delivering the services and which will be measured periodically to assist in assessing the quality of performance of the contract)

KPI (With Repeating Activities) Score Rating Scale

0	Achieved few or none of the specification requirements for the KPI
1	Achieved some of the specification requirements for the KPI
2	Achieved most of the specification requirements for the KPI
3	Achieved all of the specification requirements for the KPI
4	Achieved all and exceeded the specification requirements for the KPI

VOLUME 4 DRAWINGS

Please Note: Responding Organisations must contact the Tendering Officer to obtain copies of Volume 4 Drawings.

Tendering Officer:
Telephone:
Email:

As outlined in Volume 1, Section 1, paragraph 1.2 of this request for tender:

- (a) the City owns all intellectual property in the **Smartpole®MFP** product system, which is substantially detailed within the Smartpole® – Product Manuals – Parts 1 – 5 and all other documents provided as attachments to this request for tender; and
- (b) the City owns all intellectual property in the S3 Light Rail Smartpole® MFP range, which is substantially detailed within in Volume 1, Section 1, paragraph 1.2 and all other documents provided as attachments to this request for tender; and
- (c) the City owns all intellectual property in the Pedestrian Pole, which is substantially detailed within in Volume 1, Section 1, paragraph 1.2 and all other documents provided as attachments to this request for tender.

SMARTPOLE®M MANUFACTURE SUPPLY AND SERVICING, VOLUME 3, DRAWINGS
CURRENT Smartpole® MFP S1, S2 & Accessories Drawings
CoS Smartpole® MFP S1, S2 & Accessories Drawing List
CoS Smartpole® MFP S1, S2 & Accessories Drawing Set
ORIGINAL SMARTPOLE® – PRODUCT MANUALS – PARTS 1 - 5
NOTE : These drawings are supplied for information only and sections have been superseded by the drawings above.
P1 – System Overview Manual.pdf
P2 – Smartpole Structural Certification.pdf
P3 – Factory Assembly Manual.pdf
P4 – Installation Manual.pdf
P5 – Specification Drawings Manual.pdf
GENERIC SMARTPOLE®MFP DOCUMENTS

29/11/14

Generic SmartpoleMFP Assemblies.pdf
Generic SmartpoleMFP Bike Ring.pdf
Generic SmartpoleMFP Foundations.pdf
S3 LIGHT RAIL SMARTPOLE® MFP
CoS S3A Drawing List
CoS S3A Drawing Set
CoS S3B Drawing List
CoS S3B Drawing Set
CoS S3C Drawing List
Cos S3C Drawing Set
PEDESTRIAN POLE
CoS Pedestrian Pole

VOLUME 5
GENERAL CONDITIONS OF CONTRACT
CITY OF SYDNEY MAJOR SERVICES AGREEMENT

Refer to PDF attachment '*Volume 5 - Major Services Agreement*'.



VOLUME 2

SPECIFICATIONS

Tender number 1487

for Manufacture and Supply of Smartpole®

- **Manufacture and Supply of Smartpole® Multi-Function Poles;**
- **Industrial Design, Prototype, Manufacture and Supply of S3 Light Rail Smartpole® Multi-Function Poles; and;**
- **Industrial Design, Prototype, Manufacture and Supply of Pedestrian Poles**

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SYDNEY NSW 2000

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city of villages



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PART 1 - INTRODUCTION

1 INTRODUCTION

The Council of the City of Sydney (the City) is Australia's premier city and gateway. Each day, over 500,000 people live, work or visit the City. The City's Local Government area (LGA) is the densest of any area in Australia and is intensively used for a variety of purposes including residential, commercial, tourism and cultural activities.

In the lead up to the Sydney 2000 Olympic and Paralympic Games, the City developed a multi-function pole known as the Smartpole®MFP, to upgrade the City's street lighting and pedestrian pathway. Since that time the City has witnessed extensive public domain improvements and the Smartpole®MFP's is a central component of these improvements.

Smartpole®MFP's are metal composite structures principally used for the support of street lighting supplied from underground electrical conduits. Smartpole®MFP's are manufactured with a range of associated componentry, used for the attachment of ancillary equipment such as telecommunications fixtures, traffic signals, and Closed Circuit Television (CCTV) cameras, services for special events and various signage and banners.

The City has installed Smartpole®MFP's throughout the Central Business District including, but not limited to (as per the Street Lighting Masterplan) major gateway sites such as William Street, Oxford Street, Darlinghurst Road, Redfern Street, Glebe Point Road. Smartpole®MFP's are installed as part of major City upgrade works, as well as small local public domain improvements undertaken by private developers as a result of development consent.

The City's records identify 2,200 Smartpole®MFP's that have been installed in the City's LGA. The City intends to continue with the roll out of Smartpole®MFP's, as part of the City's Capital Works Program and any private development consents.

The proposed light rail running through Sydney will significantly change the entire streetscape of the route. The existing range of Smartpoles is not sufficient to support the requirements for light rail catenary wires or match the proposed streetscape furniture. An extended range, known as **Light Rail Smartpoles** have been designed to produce bespoke street and pedestrian light poles that will accommodate lighting, traffic signals, wayfinding, wi-fi and light rail catenary wires where required.

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The **Pedestrian light pole** has been developed to concept stage and the consultant will be engaged by the City in the detail design and prototype stages to ensure that the original concept is adhered to.

Tenderer's should be cognisant of the fact and mindful of the opportunity that **Smartpole®MFP's** and their accessories have been installed in multiple street landscape projects throughout Australia. **Smartpole®MFP's** are, and will continue to be, a central feature of the public domain of the City, and hold promise of continued growth within Australia and internationally.

Accordingly, the City seeks a partner or partners to work with the City to manufacture and supply **Smartpole®MFP's, Light Rail Smartpole's and Pedestrian Poles** in the City of Sydney. The City's partner or partners will also be required to apply developing technology to **Smartpole®MFP's, Light Rail Smartpole's and Pedestrian Poles** to improve their role, assist in their management and expand their market.

2 SUMMARY

2.1 Background

The City developed the multi functional pole known as the Smartpole (**Smartpole®MFP**), in the lead up to the Sydney 2000 Olympic and Paralympic Games. The **Smartpole®MFP** was developed to reduce the multiplicity of street poles and to upgrade the City's street lighting and pedestrian pathways.

The City has installed over 2,200 **Smartpole®MFP**'s in key locations throughout its LGA, including, but not limited to the Central Business District, Darlinghurst Road, Glebe Point Road, Oxford Street, Redfern Street and William Street. The **Smartpole®MFP** will continue to be used as an important component of the City's public domain upgrade program and over time, the City will replace approximately 1,740 EnergyAustralia lighting poles with **Smartpole®MFP**'s.

A single **Smartpole®MFP** can replace up to six ordinary street poles by incorporating streetlights, traffic lights, traffic and pedestrian signage, promotional banners, real time electronic message boards, CCTV, traffic flow cameras and telecommunications equipment. The extruded alloy track on the **Smartpole®MFP** enables flexibility, to securely integrate the various key components and accessories.

The **Smartpole®MFP** has been widely purchased by Councils throughout Australia and is also used by private developers, as part of public domain upgrades.

The City has not sought any protection for the **Smartpole®MFP** in any foreign jurisdictions. The City is aware of attempts by persons not authorised by the City to commercialise the **Smartpole®MFP** overseas.

2.2 Intellectual Property

(a) Smartpole®MFPs

The City is the owner of all intellectual property in the Smartpole®MFPs (which includes the pole types, the accessories and the spare parts as described in the Specification and/or Product Manual, all moulds, the Specification and the Product Manual), being all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

The City will retain ownership of all existing intellectual property in the Smartpole®MFPs.

All intellectual property in any work arising from or created, produced or developed by the service provider during the contract term, whether alone or jointly with others or by any third party, in connection with the Services will immediately upon creation vest in the City and will remain the City's sole and exclusive property.

During the contract term, the City will grant the service provider a non-exclusive and royalty free licence to use the City's intellectual property in the Smartpole®MFP's for the purpose of supplying the Services as detailed in the General Conditions of Contract.

(b) S3 Light Rail Smartpole®MFPs

The S3 Light Rail Smartpole®MFP's form part of the Smartpole®MFP range.

The City is the owner of all intellectual property in the Smartpole®MFPs as described in section 1.2(a) of this Request for Tender.

(c) Pedestrian Pole

The City is the owner of all intellectual property in the Pedestrian Pole, being all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

The City will retain ownership of all existing intellectual property in the Pedestrian Pole.

All intellectual property in any work arising from or created, produced or developed by the service provider during the contract term, whether alone or jointly with others or by any third party, in connection with the Services will immediately upon creation vest in the City and will remain the City's sole and exclusive property.

During the contract term, the City will grant the service provider a non-exclusive and royalty free licence to use the City's intellectual property in the Pedestrian Pole for the purpose of supplying the Services as detailed in the General Conditions of Contract.

2.3 Tender Components

The City is seeking tenders from qualified companies for the following components, which can be tendered for singularly, jointly, or as a whole:

- (a) Manufacture and Supply - to meet the City's ongoing requirements for the **Smartpole®MFP**;

- (b) Prototype, Manufacture and Supply- to meet the City's requirements for the **S3 Light Rail Smartpole®MFP**; and
- (c) Industrial Design, Prototype, Manufacture and Supply – to meet the City's requirements for the **Pedestrian Pole**.

2.4 Manufacture and Supply of Smartpole®MFP'S

The City invites tenderers to submit bids to manufacture and supply Smartpole®MFPs to meet future City requirements on an as-needed basis.

To date, the City has installed 2,200 Smartpole®MFPs in the City's LGA. The City installs the Smartpole®MFP in street upgrades replacing existing EnergyAustralia light poles. Smartpole®MFPs (including accessories) will be ordered by the City during the contract term on an as-needed basis and no representation or warranty is made about the quantity of Smartpole®MFPs (including accessories) that will be ordered by the City

As well, from time to time, private developers purchase the Smartpole®MFP, with authorisation from the City, to install in new land developments throughout the LGA. Private developers to be afforded these contract conditions and rates.

The service provider is required to supply the Smartpole®MFP component of the Services for its Schedule of Prices (see Part 2) in accordance with its program (see Part 12 of this tender) during the contract term.

This tender for supply does not include installation of the Smartpole®MFP, as installation is managed on a project-by-project basis

2.5 Industrial Design, Prototype, Manufacture and Supply of Light Rail Smartpole

The City invites tenderers to submit bids to complete industrial design, produce prototypes, manufacture and supply the new range of S3 Light Rail Smartpoles® to meet future City requirements on an as-needed basis.

The NSW Government's new CBD and South East Light Rail Project will travel from Circular Quay along George Street to Central Station and on to Moore Park, then to Kingsford via Anzac Parade and Randwick via Alison Road and High Street. Part of the new light rail route will be in the City's LGA. The NSW Government expects the new light rail to be operating in 2019/2020. For further information see <http://www.sydneylightrail.transport.nsw.gov.au/>. The existing range of Smartpole®MFP is not sufficient to support the requirements for light rail catenary wires or match the proposed streetscape furniture.



So far, the City has developed principles and detailed design for the new S3 Light Rail Smartpole®MFP range which comprises bespoke street and pedestrian light poles that will accommodate lighting, traffic signals, wayfinding, wi-fi and light rail catenary wires.

Depending on the final configuration and loading of the catenary wires, the designs may require further engineering and industrial design to suit the successful light rail consortia's requirements.

S3 Light Rail Smartpole®MFPs may be ordered either directly by the City on behalf of the NSW Government, by the NSW Government with the authorisation of the City, or via an alternative arrangement agreed between the City and the NSW Government during the contract term on an as-needed basis. No representation or warranty is made about the quantity of S3 Light Rail Smartpole®MFPs (including accessories) that will be ordered during the contract term. The service provider will not be obliged to offer contract rates to other parties licensed by the City to use the IP.

The service provider is required to supply the S3 Light Rail Smartpole®MFP component of the Services for its Schedule of Prices (see Part 2) in accordance with its program (see Part 12 of this tender) during the contract term.

This tender for supply does not include installation of the S3 Light Rail Smartpole®MFP, as installation will be managed on a project-by-project basis.

2.6 Industrial Design, Prototype, Manufacture and Supply Pedestrian Pole

The City invites tenderers to submit bids to complete industrial design stage, supply prototype poles and manufacture and supply approved Pedestrian Poles to meet future City requirements on an as-needed basis.

The City has recently developed a new range of street furniture for use throughout the LGA? including bins, bench seats, tree guards, bubblers and the Pedestrian Pole.

The Pedestrian Pole has been developed to concept stage and the service provider will be required as part of the Services to develop a detailed design and a prototype, ensuring the original concept is adhered to, for the Pedestrian Pole.

For the detailed design], the service provider is required to deliver in electronic format (PDF, CAD dwgs etc) and in A3 size coloured hard copies of:

- General assembly level drawings;
- General arrangements;

- General dimensions;
- General materials and parts;
- Typical footing details & hold down bolt assembly;
- Engineering certification for maximum loads; and
- Detailed Specification,

for the Pedestrian Pole.

Pedestrian Poles will be ordered by the City during the contract term on an as-needed basis and no representation or warranty is made about the quantity of Pedestrian Poles that will be ordered by the City.

The service provider is required to supply the Pedestrian Pole component of the Services for its Schedule of Prices (see Part 2) in accordance with its program (see Part 12 of this tender) during the contract term.

This tender for supply does not include installation of the Pedestrian Pole, as installation will be managed on a project-by-project basis.

The consultant who developed the concept will novate to the successful tenderer and transfer the IP in this element to them (and therefore on to the City).

2.7 Definitions

“Smartpoles” (Smartpole®MFP’s) - a metal composite structure principally for the support of street lighting assets supplied from the underground electricity cables, but also used for the purpose of attaching ancillary equipment including without limitation telecommunications fixtures, Closed Circuit Television (CCTV) cameras and signs, including existing and additional **Smartpole®MFP’s**. Post 2003 **Smartpole®MFP’s** were referred to as either a Series One (S1) or a Series Two (S2). For the purposes of this document and the tender process the word **Smartpole®MFP** refers to both the poles, components and accessories.

“Approved Maintenance” – means maintenance to a **Smartpole®MFP**, approved by the Superintendent.

“Asset Label” – means a metallic label installed on to a **Smartpole®MFP**, with an asset number and contact number.

“City” – means the Council of the City of Sydney.



"Defects" - Surface, structural or architectural damage to **Smartpole®MFP's**, including lamp failures.

"Emergency Maintenance" – means maintenance or make safe type works required to a **Smartpole®MFP**, to prevent personal or property damage.

"Existing Smartpole®MFP's" - refers to **Smartpole®MFP's** identified in the Corporate Assessment Management System.

"Local Government Area" - means the Local Government area of the City of Sydney, identified by that name.

"Quarter" – 3 successive calendar months.

"Road Closure" – means the closure of a road which results in the diversion of traffic to surrounding streets.

"Service Provider" – includes the employees and subcontractors and agents of the Service Provider.

"Superintendent" - means the person stated in Item 5 – Part A – AS4000- General Conditions of Contract as the Superintendent or other person from time to time appointed in writing by the Principal to be the Superintendent and notified as such in writing to the Services Provider by the Principal and, so far as concerns the functions exercisable by a Superintendent's representative includes a Superintendent's representative.

"Superintendent Representative" - means an individual appointed in writing by the Superintendent under clause 21 of – AS4000- General Conditions of Contract.

3 SERVICE PROVIDER REQUIREMENTS

3.1 General

The Service Provider must ensure all Services are carried out with maximum regard for safety of all persons, the preservation of property and amenity, and are carried out in effective and efficient manner.

3.2 Problem Resolution

The Superintendent and the Service Provider will meet on regular basis, to resolve issues regarding the required service.

3.3 Operational Coordination

Other Service Providers have access to and work on **Smartpole®MFP's**, including but are not limited to;

- EnergyAustralia in regards to a range of **Smartpole®MFP** for which EnergyAustralia is responsible for lighting maintenance,
- Private lighting contractors and City staff in regards to a range of **Smartpole®MFP's** for which EnergyAustralia is not responsible for lighting maintenance,
- Banner maintenance Service Providers in regards to the range of banners hung from the banner arms of **Smartpole®MFP's**,
- Contractors for Telstra, Optus and Vodafone in regards to communication microcell's attached to **Smartpole®MFP's**,
- City signage Service Providers in regards to City signage,
- Roads and Traffic Authority staff and contractors,
- City graffiti removal and cleaning Service Providers, and
- Miscellaneous Service Providers in regards to CCTV systems and Variable Message Signs etc attached to **Smartpole®MFP's**.

The Service Provider appointed under this agreement may be required to coordinate or liaise with all such Service Providers, in regards to design issues of the **Smartpole®MFP's, Light Rail Smartpole or Pedestrian Pole**.



3.4 Principal Contractor Statement

"Under the terms of this contract, you (contractor) will be responsible at all times for the construction work until the work is completed. You (contractor) are hereby authorised to exercise the authority for City of Sydney to discharge the responsibilities of a Principal Contractor for the purposes of Chapter 8 of the NSW OHS Regulation 2001. City of Sydney, through its Contract Manager, retains the right, through inspection, consultation and audit, to ensure that all contract requirements and OHS Legislative requirements are being met."

3.5 Principal Activities

The principal activities identified under this agreement include:

- Schedule A - MANUFACTURE AND SUPPLY OF Smartpole®MFP's,
- Schedule B – INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY OF of the S3 Light Rail Smartpole®MFPand/or
- Schedule C - INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the PEDESTRIAN POLE

The City invites Tenderers to submit bids for individual component, for joint components or for all components of the Request for Tender

3.6 Compliance with Standards

The Service Provider shall ensure the **Smartpole®MFP's, S3 Light Rail Smartpole®MFP's, Pedestrian Pole's** and all ancillary works and electrical apparatus have been designed for compliance with, and conform to, all applicable Australian Standards and Codes including AS2979-1998 (as amended) or Codes or Standards in relation to the installation to the equipment.

PART 4 - MANUFACTURE AND SUPPLY

4 GENERAL

Details of the locations of the City's **Smartpole®MFP's** are shown in Volume 5 Appendices – **Smartpole®MFP** Database and Map of **Smartpole®MFP** Locations.

5 SMARTPOLE DETAILS

The City of Sydney owns all Intellectual Property existing in the **Smartpole®MFP** product system, which is substantially detailed within the **Smartpole™** – Product Manuals – Parts 1 – 5 and all other documents provided as attachments to this tender. Copyright in all these documents rests with the City of Sydney.

- After the initial installations to prepare the City for Sydney 2000 Olympic and Paralympic Games the City developed the Series 2 **Smartpole®MFP** which is similar to the Series 1 **Smartpole®MFP** pole but of slimmer proportions. The Series 2 **Smartpole®MFP** is mainly located outside the Central Business District and in some gateway sites.

The Service Provider will be responsible for maintaining a current set of accurate drawings to enable the key components of the **Smartpole®MFP's** used by the City to be manufactured. Any additional drawings required by the City will be negotiated separately. In respect of any ongoing revision of the designs as result of product development, the Service Provider will provide updated drawings to the City every 6 months, on a CD or alternative method as agreed between the Service Provider and the Superintendant.

Smartpole®MFP's, Light Rail Smartpole and Pedestrian Pole shall be delivered fit for the purpose, for which they were designed and suitable quality for installation in the City's LGA. The successful Tenderer will be required to deliver the finished product to a nominated depot within 15km of the City of Sydney.

The City requires a minimum 25 years manufacturer's warranty on all **Smartpole®MFP's, Light Rail Smartpoles and Pedestrian Pole's**, components and accessories. This is the period during which the lighting column should be expected to be used for its intended purpose with anticipated maintenance but without substantial repairs being necessary.

The City anticipates that the successful Tenderer for the Manufacture and Supply of **Smartpole®MFP's, Light Rail Smartpole's and Pedestrian Pole's** will be able to manufacture, supply and deliver as ordered within 8 weeks of an order being placed by the City.

NOTE: Tenderers are to be aware that a late delivery discount will be applied for any delays in supply over 8 weeks from the date of order. This discount will be 5% of tendered rates per week delay.

PART 5 - GENERAL

5 RISE AND FALL

A rise and fall condition shall apply to the amounts Tendered. The appropriate rise and fall adjustment for the period of this Agreement shall be calculated as set out in this Clause for the duration of this Agreement unless by mutual Agreement this basis is changed.

Rise and fall adjustments made in accordance with this Clause shall be deemed to cover all increases and decreases in costs incurred by the Service Provider in carrying out its obligations under the Agreement.

Unless otherwise agreed, such adjustments shall be based on cost variations to the components based on variations of Consumer Price Index (CPI) for Sydney, All Groups.

Such rise and fall adjustment, when made, shall be applied to future payments only, from the date of the calculated adjustment. (Back payments will not be made).

5.1 Method of Claim

Claims for Rise and Fall adjustments shall be made in writing by the Service Provider to the City, on an annual basis with the first of such to take effect no earlier than a full twelve (12) months after the Commencement Date of the Contract. The first adjustment will reflect movements in prices from the Closing Date. Copies of relevant Australian Bureau of Statistic publications and any other sources used to calculate the Rise and Fall adjustments shall be submitted by the Service Provider with the Rise and Fall claim.

Upon verification by the City of the application made by the Service Provider, payments shall be adjusted and apply to the next invoice submitted by the Service Provider. Back payments will not be made.

5.2 Statutory Declaration

The Service Provider shall substantiate every claim with a Statutory Declaration made by the Service Provider. The Service Provider will, when required by the City, make available for inspection by an officer authorised by him, such books, time sheets, wage sheets, vouchers, invoices and accounts as the said officer may require to enable him to enquire into the claim made by the Service Provider.

5.3 Discontinuance, Modification or Updating of Indices

Should at any time during the continuance of this Agreement an Index referred to herein be discounted or modified or if publication of that Index ceases or substantially changes from the basis used at the date of commencement of this Agreement, then the Commonwealth Statistician shall

be requested by the parties to advise what Index or Indices should be adopted by the parties for the purpose of this Clause and the Index or Indices so advised shall be substituted for the first mentioned Index.

If the Commonwealth Statistician shall decline to indicate the Index or Indices, which should be adopted in lieu of, the first mentioned index then the matter shall be determined by mutual Agreement between the parties, and failing Agreement shall be referred to arbitration. in accordance with this Agreement.

5.4 Additional Accessories

Any additional accessories required throughout the contract should be developed using the appropriate design rates in the Schedule. The supply cost of the developed product will be agreed at a rate proportional to the weight of a similar schedule item. Any propriety 3rd party item required shall be supplied on a cost + 20% basis.

6 STANDARD CITY OF SYDNEY COUNCIL POLICIES

All inspections and maintenance work undertaken by the Contractor must also comply with the following City policy documents and/or future amendments, and any additional City policies which may develop from time to time during the term of the contract;

- Code of Practice for Construction Hours/Noise within the CBD - 1992
- City of Sydney Contractor Safety Book
- City of Sydney OHS Policy



7 PERFORMANCE REVIEW

The City will use the following Key Performance Indicators to measure the performance level of the successful Tenderer during the Term of the Contract. Performance will be assessed every 6 months and at the completion of the Contract. The assessments will form the basis of the Performance Review Result.

Should one or more of the KPI's be considered irrelevant or unworkable the Parties shall meet in good faith and agree on an alternative KPI(s) as may be required under the Contract.

Key Performance Indicators, Smartpole – Manufacture and Supply

Key deliverable(s)	Weighting (Total must equal 100)	0 Completely specification failed for that deliverable	1	2 Achieved specification for that deliverable	3	4 Exceeded specification for that deliverable	Total Score (For that deliverable)
Supply Quality – Smartpoles meet specifications and are fit for purpose	■						
Smartpole Delivery – timeframes are met	■						
Design Revision, Update, Refinement, and On-going Improvement including reporting requirements	■						

OHandS Issues							
Total - (out of 400)							
Performance Review Result (%) - (Total / 400 x 100)							

Key Performance Indicators, Light rail Smartpole Smartpole – Prototype, Manufacture and Supply

Key deliverable(s)	Weighting (Total must equal 100)	0 Completely specification failed for that deliverable	1	2 Achieved specification for that deliverable	3	4 Exceeded specification for that deliverable	Total Score (For that deliverable)
Supply prototype Light Rail Smartpole complying with design drawings - ti-eframes and budget are met							
Supply Quality – Light Rail Smartpole meet specifications and are fit for purpose							
Light Rail Smartpole Delivery – timeframes are met							
Design Revision, Update,							

B
H

Refinement, and On-going Improvement including reporting requirements							
OHandS Issues	■						
Total - (out of 400)							
Performance Review Result (%) - (Total / 400 x 100)							

Key Performance Indicators, Pedestrian Pole – Industrial Design, Prototype, Manufacture and Supply

Key deliverable(s)	Weighting (Total must equal 100)	0 Completely failed that specification deliverable for that	1	2 Achieved specification for that deliverable	3	4 Exceeded specification for that deliverable	Total Score (For that deliverable)
Industrial Design – drawings comply with scope in timeframe	■						
Supply prototype Pedestrian Pole complying with design drawings - ti-eframes and budget are met	■						

Supply Quality – Pedestrian Pole meet specifications and are fit for purpose							
Pedestrian PoleDelivery – timeframes are met							
Design Revision, Update, Refinement, and On-going Improvement including reporting requirements							
OHandS Issues							
Total - (out of 400)							
Performance Review Result (%) - (Total / 400 x 100)							

Performance Review Result

	Consider termination	Issue Notice to Perform	Status quo	Exercise Option (Extend Term)
Score	<30%	31-49%	50-69%	70-100%

**City of Sydney – RFT 1487 – Manufacture and Supply of Smartpole –
Drawings Details**

Please refer to the attached electronic ('soft') copy of the listed drawings, which formed part of the original City RFT 1487, and form part of the Major Services Agreement between The City of Sydney & HUB Street Equipment Pty Ltd for the Manufacture and Supply of Smartpole®

Document Name	Contained Within	Date
CoS Pedestrian Pole	RFT 1487 Drawings (HUB Street Equipment - Manufacture and Supply of Smartpole - Contract Package) TRIM: 2015/255461-02	5/06/15
CoS S3A - Drawings List		
CoS S3A 140925 - Drawings Set		
CoS S3B - Drawings List		
CoS S3B 140925 - Drawings Set		
CoS S3C - Drawings List		
CoS S3C 140925 - Drawings Set		
CoS Smartpole MFP S1 S2 & Accessories Drawing List		
CoS Smartpole MFP S1 S2 & Accessories Drawing Set		
Smartpole Product Manual - Part 1 - System Overview Manual		
Smartpole Product Manual - Part 2 - Structural Certification Manual		
Smartpole Product Manual - Part 3 - Factory Assembly Manual		
Smartpole Product Manual - Part 4 - Installation Manual		
Smartpole Product Manual - Part 5 - Specification Drawings Manual		
Smartpole Specification (Assemblies, Bike Ring and Foundations)		
Smartpole Structural Certification		



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Tender Number 1487

Manufacture and Supply of Smartpole®

Addendum Number 1

Response to queries posted on the Tenderlink forum dated 15 January 2015. Please note three (3) attachments to this addendum.

Question

We are unsure on the drawings for the following items when compared to the price list in part 2 of the returnable documents:

- 6.1 Vertical Banner: no dwg for end cap
- 6.2 Wayfinding signage: no dwgs
- 8.2 Foundation bolts - 4 bolts: no dwgs
- 8.3 External GPO: no dwgs
- 8.5 Electrical Termination Board: no dwgs
- 8.9 4.8m Type D Pole - S1B 4.1m pole: no dwgs
- 8.10 pole label assembly: no dwgs
- 8.11 RMS single signage bracket: no dwgs
- 8.12 RMS Multiple Sign Bracket: no dwgs
- 8.13 Long Arm Assembly: no dwgs (8.4.1.2 refers to extended sign)
- 8.16 TOR signage Multiple: no dwgs
- 8.17 TOR signage single: no dwgs
- 8.31 TOR CCTV Extension Piece: no dwgs
- 8.34 Lower extrusion cladding - as per taylor square: no dwgs

Response (in red)

- 6.1 Vertical Banner: no dwg for end cap
[REDACTED]
- 6.2 Wayfinding signage: no dwgs
[REDACTED]
- 8.2 Foundation bolts - 4 bolts: no dwgs
[REDACTED]
- 8.3 External GPO: no dwgs
[REDACTED]
- 8.5 Electrical Termination Board: no dwgs
[REDACTED]
- 8.9 4.8m Type D Pole - S1B 4.1m pole: no dwgs
[REDACTED]
- 8.10 pole label assembly: no dwgs

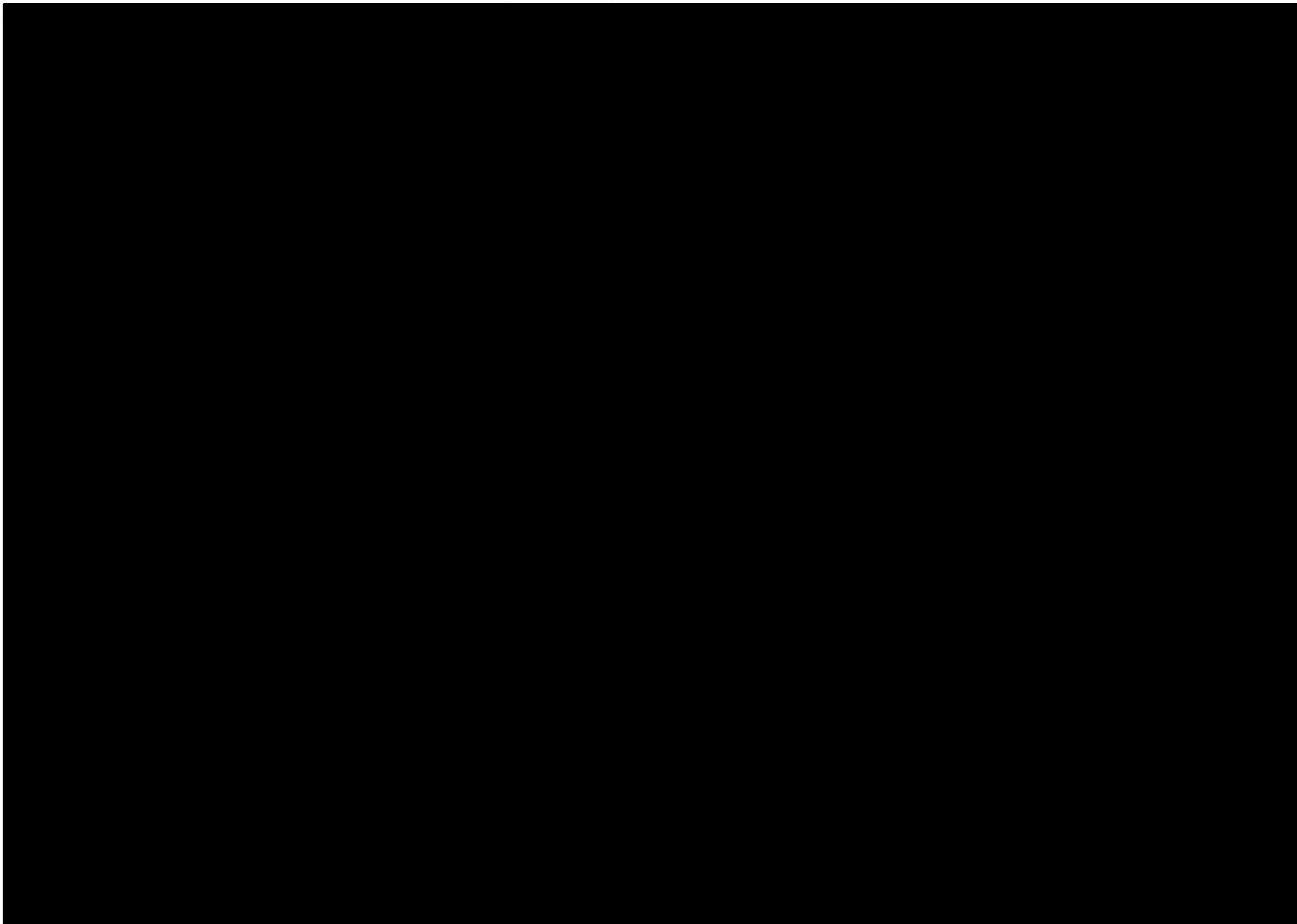
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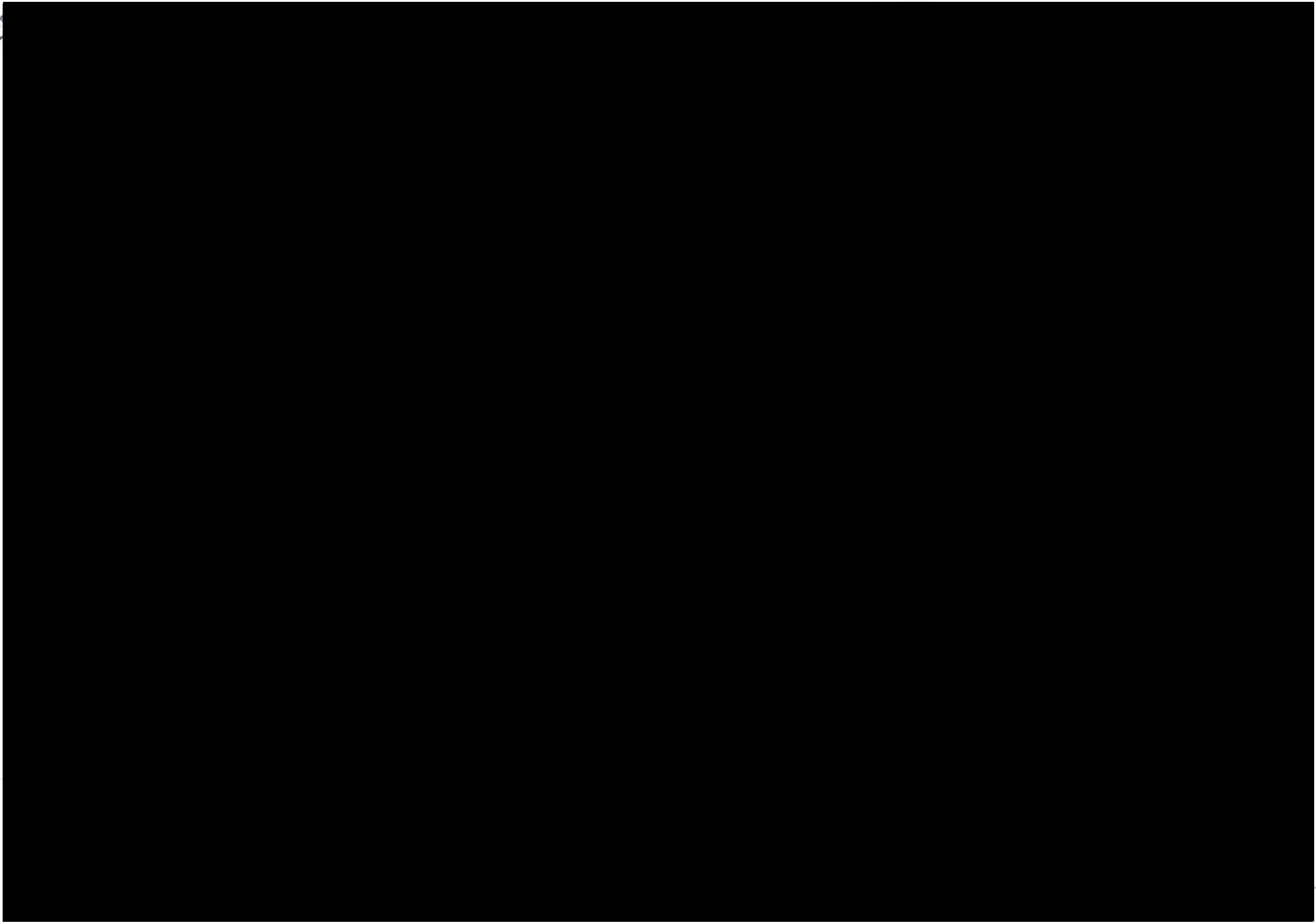
- [REDACTED]
- 8.11 RMS single signage bracket: no dwgs
[REDACTED]
 - 8.12 RMS Multiple Sign Bracket: no dwgs
[REDACTED]
 - 8.13 Long Arm Assembly: no dwgs (8.4.1.2 refers to extended sign):
[REDACTED]
 - 8.16 TOR signage Multiple: no dwgs
[REDACTED]
 - 8.17 TOR signage single: no dwgs
[REDACTED]
 - 8.31 TOR CCTV Extension Piece: no dwgs:
[REDACTED]
 - 8.34 Lower extrusion cladding - as per taylor square: no dwgs
[REDACTED]

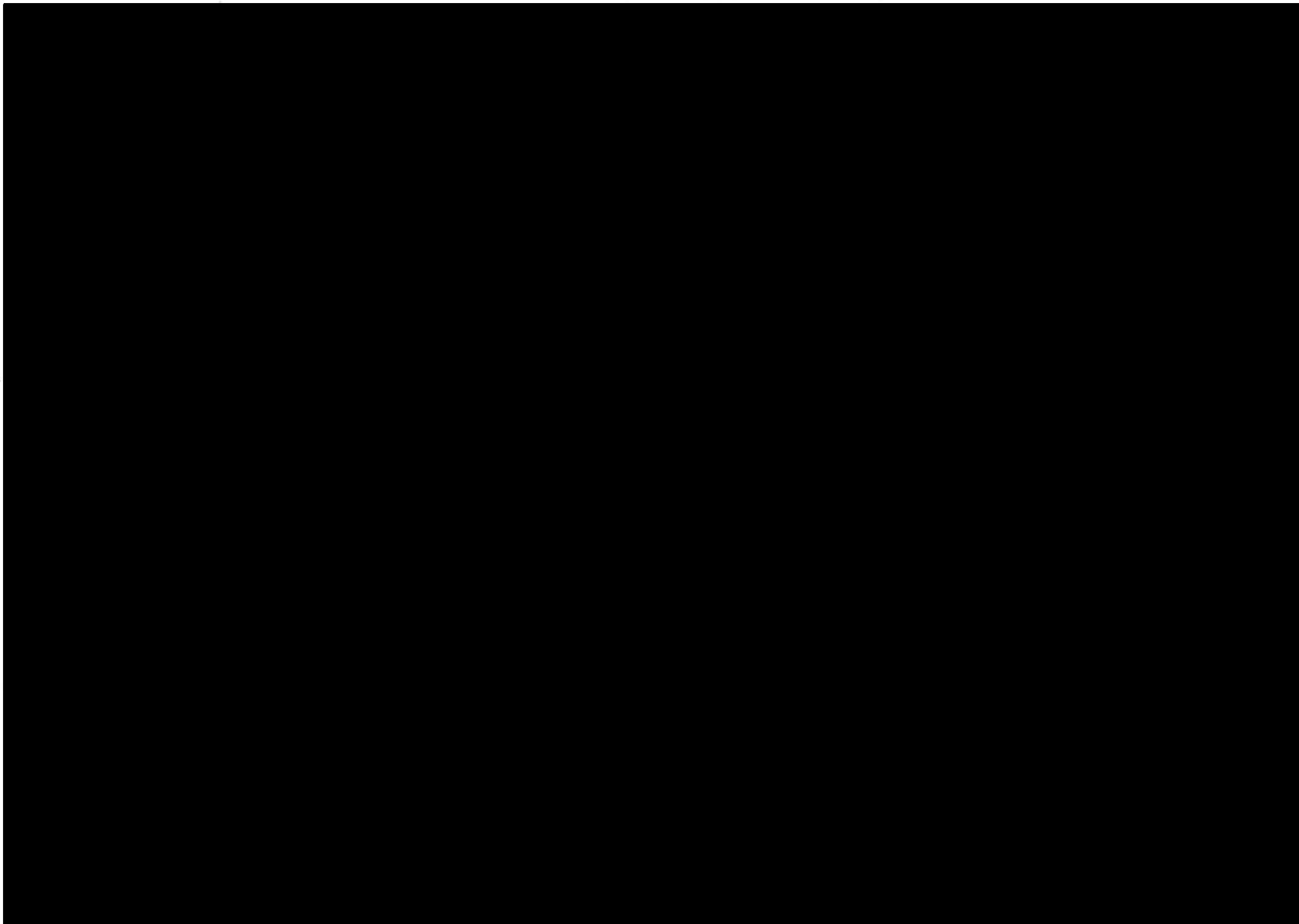
End of Addendum 1

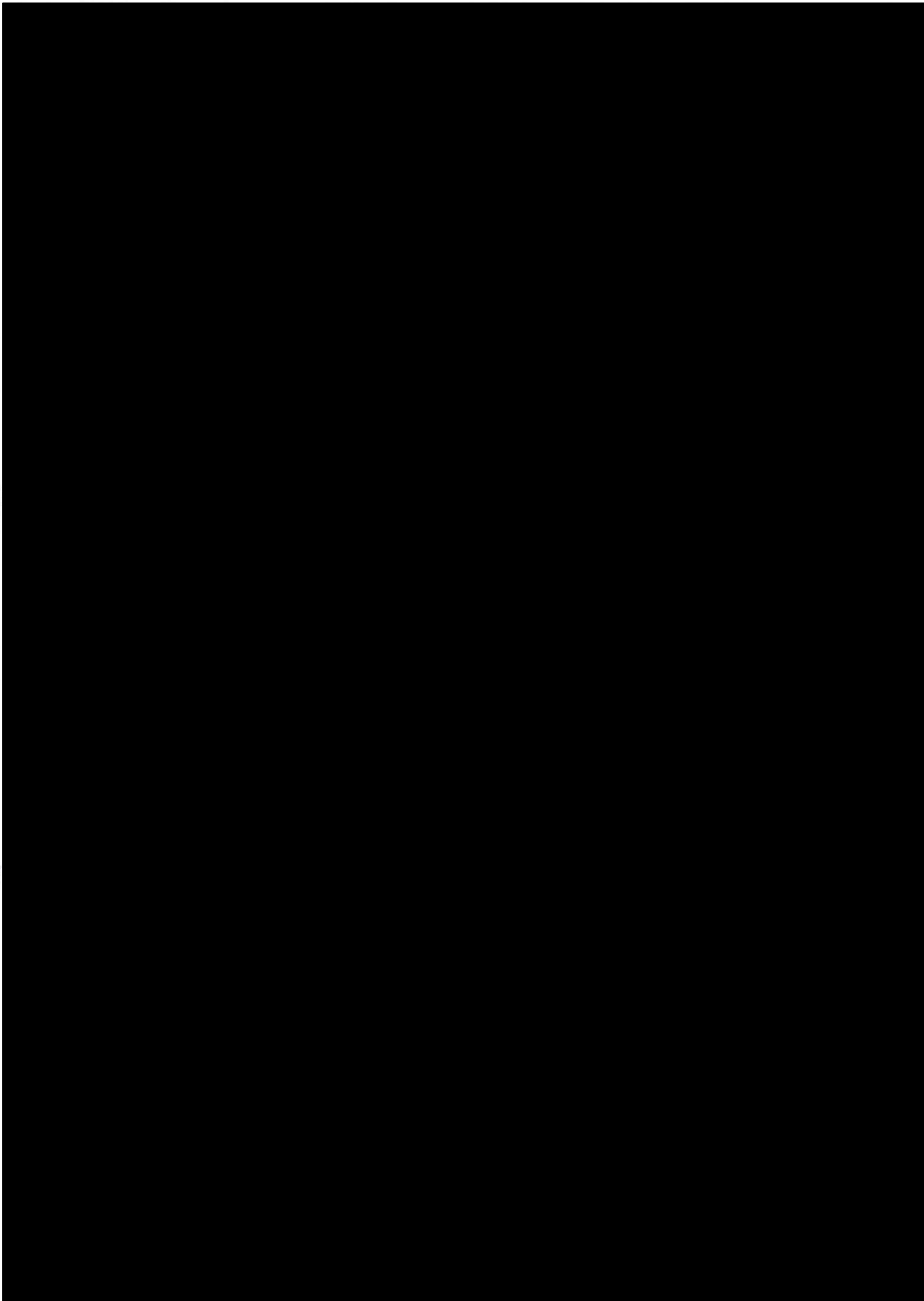
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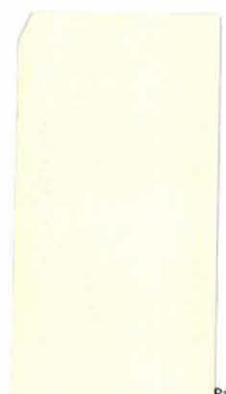
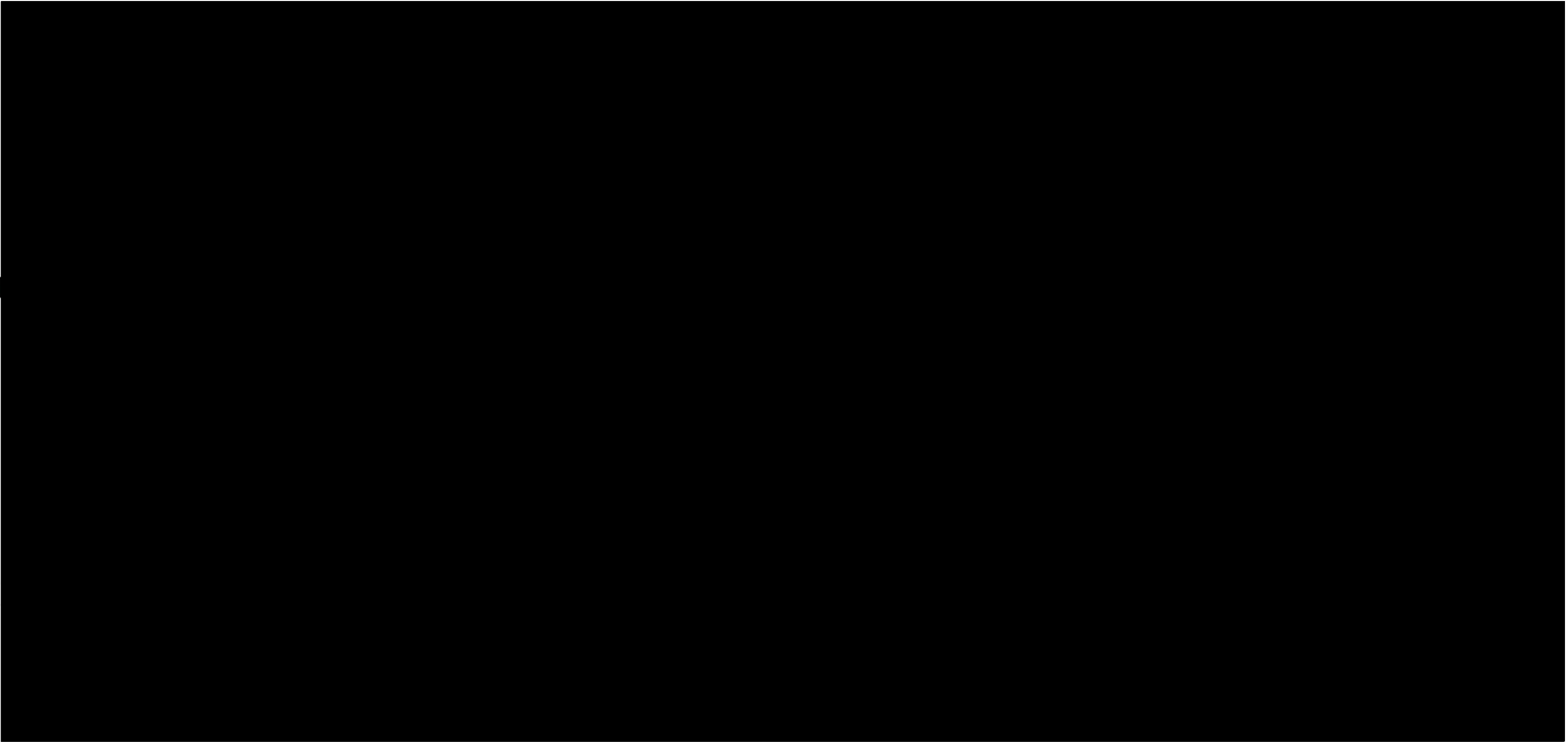




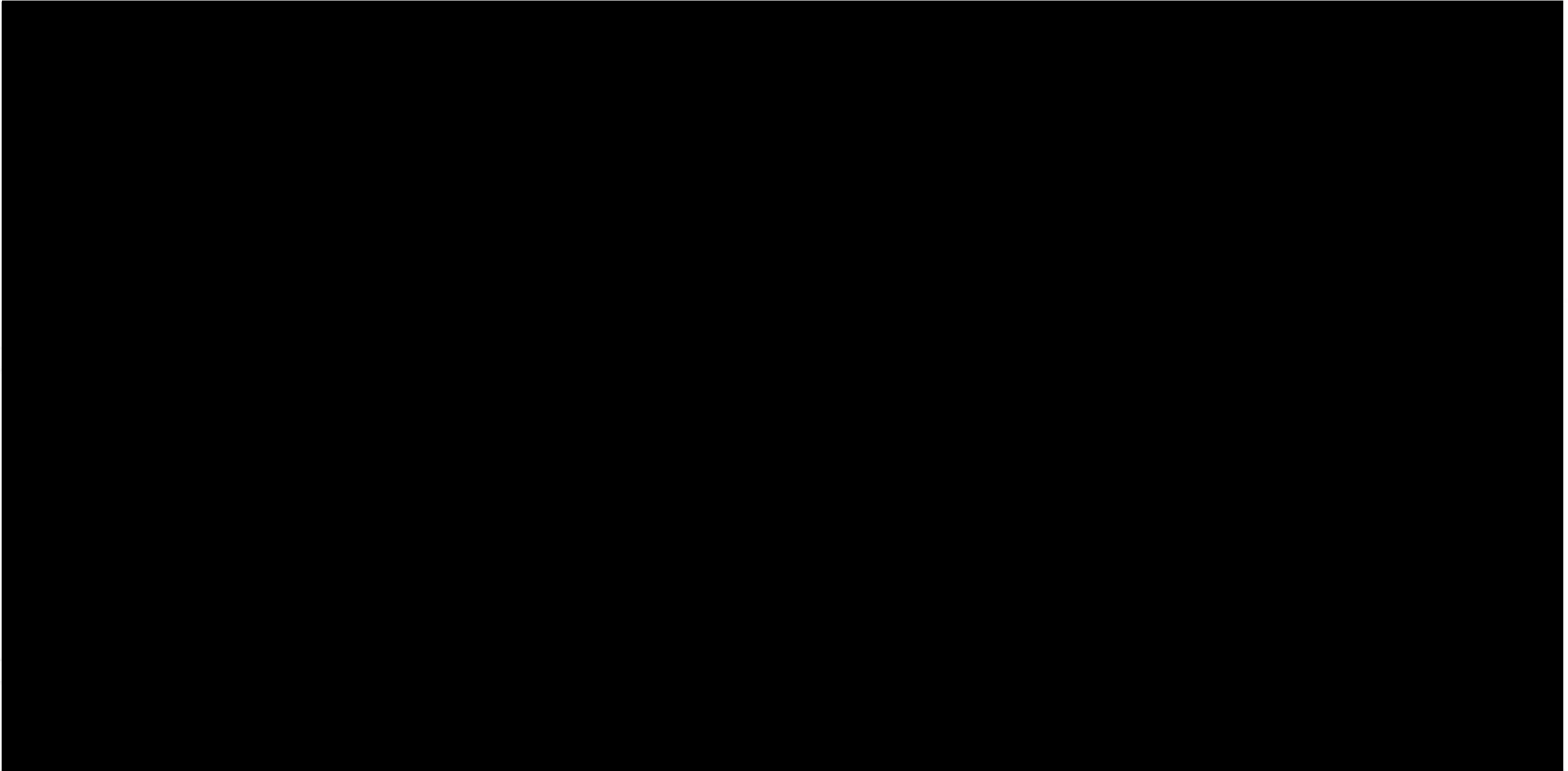




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CITY OF SYDNEY MANUFACTURE AND SUPPLY OF SMARTPOLE®

- Manufacture and Supply of Smartpole® Multi-Function Pole
- Industrial Design, Prototype, Manufacture and Supply of S3 Light Rail Smartpole® Multi-Function Poles; and:
- Industrial Design, Prototype, Manufacture and Supply of Pedestrian Poles

REQUEST FOR TENDER
Tender Number | 1487

Response | HUB Street Equipment
Client | City of Sydney



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RG 

01 / EXECUTIVE SUMMARY



CITY OF SYDNEY  
HUB
STREET EQUIPMENT



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

S1 & S2 SMARTPOLE

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

S3 SMARTPOLE (GEORGE STREET POLES)

[REDACTED]

HUB DESIGN DEVELOPMENT AND PROTOTYPING

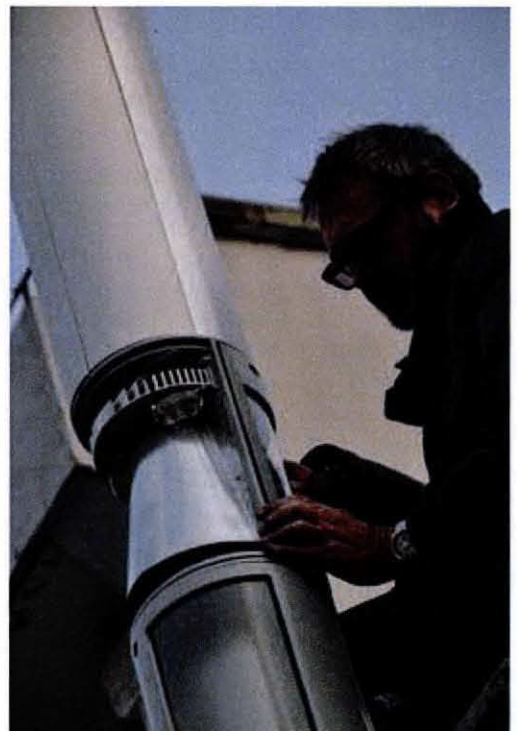
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[REDACTED]



S3B SMARTPOLE - PROTOTYPE

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



PEDESTRIAN POLE - PROTOTYPE

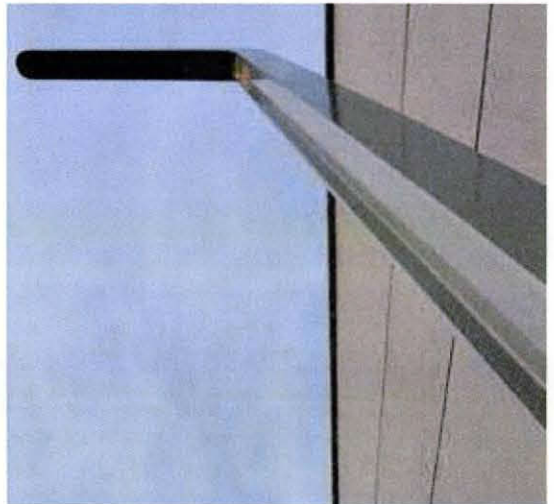
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HUB ADVANTAGES

[REDACTED]

EXECUTIVE SUMMARY

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

HUB COMMERCIAL OFFER

[REDACTED]

Best Regards

[REDACTED]

Robert Matchett
Managing Director

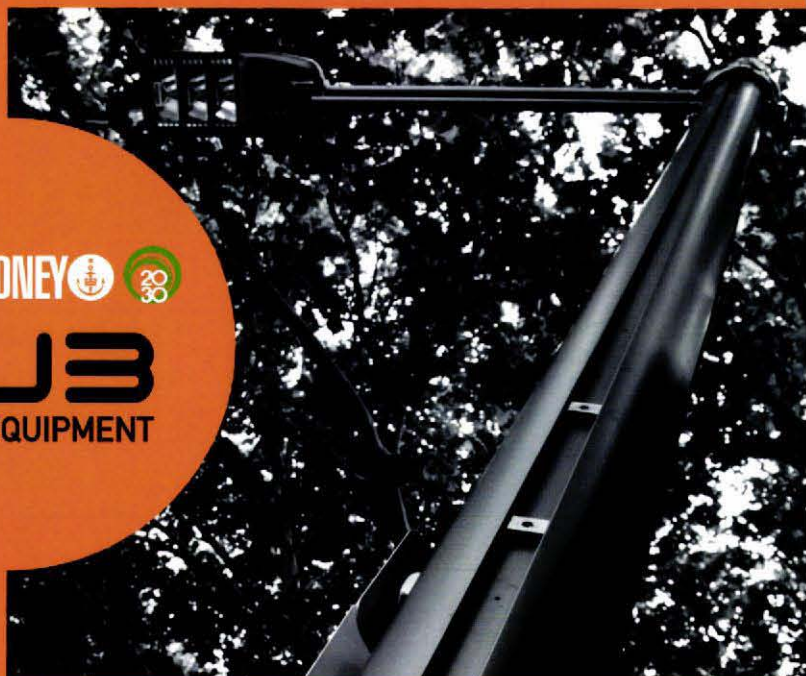
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02 / TENDER FORMS



CITY OF SYDNEY  
HUB
STREET EQUIPMENT



RS

PART 1 EXECUTION BY TENDERER

I/We having read, understood and fully informed myself/ourselves of the contents, requirements and obligations of the request for tender, submit this tender for the performance by myself/ourselves of Manufacture and Supply of Smartpole® for the Council of the City of Sydney.

I/We hereby offer to supply the goods and/or services described in the tender at the prices offered as laid out in the Schedule of Prices, upon and subject to the key and standard conditions of tender and general conditions of contract set out in the request for tender. This offer remains open for acceptance for 120 calendar days from the tender closing date.

HUB Street Equipment Pty Ltd	
Name of Tenderer	
N/A	
Subsidiary Company (if applicable)	
[REDACTED]	
Address of Tenderer	
As above	
Postal Address	
N: [REDACTED]	
Refer enquiries to: (name, telephone number & email address)	
[REDACTED]	[REDACTED]
Phone Number	Fax Number
Proprietary Limited Company	52 109 882 617
Legal Entity	ABN
[REDACTED]	General Manager - Delivery
Signature & Date <i>25/1/2015</i>	Official Position Held
[REDACTED]	[REDACTED]
Signature of Witness	Address of Witness

PART 2 SCHEDULE OF PRICES

The City invites Tenderers to submit bids for individual components, for joint components or for all components which are as follows:

Tenderers must complete the associated schedules for the components for which they are submitting tenders:

Principal Activity	Schedule to be Completed
Schedule A	MANUFACTURE AND SUPPLY of the Smartpole®MFP
Schedule B	INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the S3 Light Rail Smartpole®MFP
Schedule C	INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the Pedestrian Pole

2.1 SCHEDULE A - MANUFACTURE AND SUPPLY OF SMARTPOLE®MFP'S

Item	Description	Unit	Rate \$/unit
1.	Moulds and tools		
1.1	Provision and manufacture of all tools and moulds required for the manufacture of the complete Smartpole®MFP's range, including accessories	sum	
2	Design Maintenance		
2.1	On-going fee for updating design records, component and parts lists and specifications and providing quarterly updates to City of Sydney.	Quarterly	
3	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
3.1	12m Type A Pole (A1 Upper Extrusion)	each	
3.2	12m Type A Pole (A2 Upper Extrusion)	each	
3.3	12m Type A Pole (A3 Upper Extrusion)	each	
3.4	9.6m Type Ab Pole (Ab1 Upper Extrusion)	each	
3.5	9.6m Type Ab Pole (Ab2 Upper Extrusion)	each	
3.6	9.6m Type B Pole	each	
3.7	7.2m Type C Pole	each	
3.8	4.8m Type D Pole	each	
3.9	S2B 7.2m Pole	each	
3.10	S2C 7.2m Pole	each	
3.11	S2C 4.8m pole	each	
3.12	S2D 5.0m Pole	each	
4	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following RTA Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
4.1	RTA 5.5m Outreach Arm Assembly	each	
4.2	RTA 5.0m Outreach Arm Assembly	each	
4.3	RTA 3.5m Outreach Arm Assembly	each	
4.4	RTA 2.5m Outreach Arm Assembly	each	
4.5	RTA Traffic Lantern on Pole Assembly	each	
4.6	RTA Pedestrian Lantern Assembly	each	

PART 2 SCHEDULE OF PRICES

Item	Description	Unit	Rate \$/unit
4.7	RTA Pedestrian Push Button Assembly	each	
4.8	RTA Audio Tactile Unit Assembly	each	
4.9	Upper Hatch RTA Specification	each	
4.10	RTA Termination Board	each	
5	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Street Lighting Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
5.1	Twin Street Light 4.0m Outreach Assembly	each	
5.2	Single Street Light 4.0m Outreach Arm Assembly	each	
5.3	Back to Back Streetlight 4m Outreach Assembly	each	
5.4	Single Street Light 3.0m Outreach Assembly	each	
5.5	Single Street Light 2.0m Outreach Assembly	each	
5.6	Twin Street Light 2.0m Outreach Assembly	each	
5.7	Plaza Single Outreach Assembly	each	
5.8	Plaza Twin Outreach Assembly	each	
5.9	Footpath Luminaire Outreach Assembly	each	
5.10	Spotlight Arm Assembly - Removed by CoS, Forum 665793	each	
6	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Miscellaneous Signage components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
6.1	Vertical Banner Assembly	each	
6.2	Wayfinding Signage Assembly	each	
6.3	Street Name Sign Assembly	each	
6.4	Kerbside Signage Bracketry Single Kit	each	
6.5	Kerbside Signage Bracketry Multiple Kit	each	
7	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Miscellaneous Parts		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
7.1	Lower Extrusion Cladding - 300 Dia	panel	
7.1 B	Lower Extrusion Cladding - 250 Dia	panel	
7.1 C	Lower Extrusion Cladding - 200 Dia	panel	
7.2	Shear bolt assembly - S1	each	
7.2 B	Shear bolt assembly - S2	each	
7.3	Pole cap assembly - S1	each	
7.3 B	Pole cap assembly - S2	each	
7.4	Transition rim - 300 Dia (S1)	each	
7.4 B	Transition rim - 250 Dia (S1)	each	
7.4 C	Transition rim - 250 Dia (S2)	each	
7.4 D	Transition rim - 200 Dia (S2)	each	

PART 2 SCHEDULE OF PRICES

Item	Description	Unit	Rate \$/unit
7.5	Pole stay connection assembly - Single	each	
7.5 B	Pole stay connection assembly - Twin	each	
7.6	5.5 / 5.0m TOR Stay Wire Assembly, Swage Terminal Backing Plate and Rubber Seal	each	
7.6 B	3.5m TOR Stay Wire Assembly, Swage Terminal Backing Plate and Rubber Seal	each	
7.6 C	2.5 / 5.0m TOR Stay Wire Assembly, Swage Terminal Backing Plate and Rubber Seal	each	
7.6 D	4m Single LOR Stay Wire Assembly, Swage Terminal Backing Plate and Rubber Seal	each	
7.6 E	4m Twin LOR Stay Wire Assembly, Swage Terminal Backing Plate and Rubber Seal	each	
7.7	Outreach collar connection assembly (S1 - Single)	each	
7.7 B	Outreach collar connection assembly (S2 - Single)	each	
7.7 C	Outreach collar connection assembly (S1 - Twin)	each	
7.7 D	Outreach collar connection assembly (S2 - Twin)	each	
7.8	Street light Outreach Arm End flange (Single)	each	
7.8 B	Street light Outreach Arm End flange (Twin)	each	
7.9	Gaskets and sealants - Removed by CoS, Forum 665793	each	
7.10	Vertical eye bolt Assembly	each	
7.11	Cable entry covers	each	
8	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following Miscellaneous components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
8.1	Foundation HD Bolts – 6 bolts	each	
8.2	Foundation HD Bolts – 4 bolts	each	
8.3	External GPO assembly	each	
8.4	High Level GPO Assembly	each	
8.5	Electrical Termination Board	each	
8.6	Cable entry cover kit	each	
8.7	Bike Ring	each	
8.8	Brackets for attaching CCTV	each	
8.9	4.8m Type D Pole – S1B 4.1m Pole	each	
8.10	Pole Label Assembly	each	
8.11	RMS single Signage Bracket	each	
8.12	RMS Multiple Sign Assembly	each	
8.13	Long Arm Assembly (as per assembly manual 3..4.1.2)	each	
8.14	Extended Sign (as per Assembly Manual 3.4.1.2)	each	
8.15	RMS Sign on Pole Assembly(As per Assembly Manual 3.4.1.1)	each	
8.16	TOR Signage Multiple	each	
8.17	TOR Signage single	each	
8.18	Universal Bracket	each	



PART 2 SCHEDULE OF PRICES

Item	Description	Unit	Rate \$/unit
8.19	S2 Single Street Light 2m Outreach Assembly	each	
8.20	Hanging Baskets – Collar assembly Double	each	
8.21	Anodising Colour 'Slate Grey" 25um, to 166mm Ali Pole	each	
8.22	Anodising Colour 'Slate Grey" 25um, to 200mm cladding	each	
8.23	Anodising Colour 'Slate Grey" 25um, to Tube 80 x 1.6	each	
8.24	Anodising Colour 'Slate Grey" 25um, to Tube 50 x 1.6	each	
8.25	Anodising Colour 'Slate Grey" 25um, to 220mm Pole	each	
8.26	Anodising Colour 'Slate Grey" 25um, to 300mm Cladding	each	
8.27	Anodising Colour 'Slate Grey" 25um, to Traffic Light Outreach	each	
8.28	2.0m single Street Light Outreach- 80mm x L= 1417mm	each	
8.29	Single Street Light 1.5m Outreach Assembly (amended from Drawing #0800-260-A)	each	
8.30	Single Street Light 0.5m Outreach Assembly (amended from Drawing #0800-260-A)	each	
8.31	TOR CCTV Extension Piece	each	
8.32	S2C Pole Steel	each	
8.33	8.5m Type A & Ab Pole Steel	each	
8.34	Lower Extrusion Cladding – As per Taylor Square	each	

PART 2 SCHEDULE OF PRICES

2.1 SCHEDULE B -

INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY OF S3 LIGHT RAIL SMARTPOLE®MFP

Item	Description	Unit	Rate \$/unit
9	Industrial design and engineering		
9.1	Confirmation of engineering parameters from light rail consortia, re-engineering (if required), re-certification and re-drawing of shop drawings (if required).		
10.	Moulds and tools		
10.1	Provision and manufacture of all tools and moulds required for the manufacture of the complete S3 Light Rail Smartpole®MFP range, including accessories	sum	
10.2	Manufacture and supply mock up of each type of pole within the range of S3 Light Rail Smartpole®MFP , amend drawings to reflect City's comments	sum	
10.3	Manufacture and supply of fully working prototype of each type of pole within the range S3 Light Rail Smartpole®MFP	sum	
11	Design Maintenance		
11.1	On-going fee for updating design records, component and parts lists and specifications and providing quarterly updates to City of Sydney.	Quarterly	
12	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
12.1	S3A Pole Assembly	each	
12.2	S3B Pedestrian Pole Assembly	each	
12.3	S3C Pole Assembly	each	
13	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following S3 Pole Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
13.1	S3 4m Twin Outreach Assembly	each	
13.2	S3A&C Pole Steel	each	
13.3	Catenary Pole Twin Outreach Collar	each	
13.4	Streetlight Twin Outreach Arm End Flange -	each	
13.5	Cladding Assembly - S3A & S3C	each	
13.6	Cladding Panel 1 - S3A & S3C	each	
13.7	Cladding Panel 2 - S3A & S3C	each	
13.8	S3A & C Transition Rim Bottom	each	
13.9	S3A & C Transition Rim Top	each	
13.10	Upper Extrusion S3A & C - Bottom	each	
13.11	4m Twin Streetlight Outreach Arm S3	each	
13.12	S3B Pedestrian Pole Steel	each	
13.13	Cladding Assembly - S3B Pedestrian Pole	each	
13.14	Cladding Panel 1 - S3B	each	
13.15	Cladding Panel 2 - S3B	each	
13.16	Pedestrian Pole S3B Transition Rim	each	
13.17	Upper Extrusion Assembly S3B Bottom	each	

PART 2 SCHEDULE OF PRICES

Item	Description	Unit	Rate \$/unit
13.18	Upper Extrusion Assembly S3B Mid	each	
13.19	Upper Extrusion Assembly S3B Top	each	
13.20	Upper Extrusion S3B Bottom	each	
13.21	Upper Extrusion S3B Mid	each	
13.22	Upper Extrusion S3B Top	each	
13.23	S3 Channel Cover - Pedestrian Standard Pole Bottom	each	
13.24	S3 Channel Cover - Pedestrian Standard Pole Mid	each	
13.25	S3 Channel Cover - Pedestrian Standard Pole Top	each	
13.26	S3B Core Bracket Mid	each	
13.27	S3B Core Bracket Top	each	
13.28	S3 Pole Cap	each	
14	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following S3 Pole Street Lighting Accessory components:		
	Rates to include all fittings, fixtures, brackets and fasteners to permit attachment to a basic pole.		
15.1	Beacon Light Assembly	each	
15.2	Tree Up Light Assembly	each	
15.3	Tree Up Light Lens Cover Assembly	each	
15.4	Tree Up Light Luminaire Assembly	each	
15.5	Road Light Assembly	each	
15.6	Road Light Lens Cover Assembly	each	
15.7	Pedestrian Light Assembly	each	
15.8	Pedestrian Light Lens Cover Assembly	each	
15.9	Pedestrian Light Luminaire Assembly	each	

PART 2 SCHEDULE OF PRICES

2.1 SCHEDULE C -

INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY OF PEDESTRIAN POLE

Item	Description	Unit	Rate \$/unit
1	Moulds and tools		
1.1	Provision and manufacture of all tools and moulds required for the manufacture of the complete Pedestrian pole range, including accessories	sum	
1.2	Develop detailed industrial design of complete Pedestrian pole (including general assembly, dimensions, materials, footing details, engineering certification and detailed specification)	sum	
1.3	Manufacture and supply mockup of each type of pole within the range of Pedestrian Pole , amend drawings to reflect City's comments	sum	
	Manufacture and supply of fully working prototype of each type of pole within the range of Pedestrian pole	sum	
2	Design Maintenance		
2.1	On-going fee for updating design records, component and parts lists and specifications and providing quarterly updates to City of Sydney.	Quarterly	
3	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
3.1	4.5m Pedestrian Pole - Mild Steel	each	
	- Stainless Steel	each	
4	Hourly fees for further development of poles		
	Technical Director	Per hour	
	Senior Engineer	Per hour	
	Engineer	Per hour	
	Senior CAD Draftsperson	Per hour	
	CAD Draftsperson	Per hour	
5	Rate for Storage of Smartpoles and componentry available to the City after delivery date in situations where the City cannot take delivery	% of value of order	
6	Single Bulk Order discount		
	Order value >\$200K	% of order value	
	Order value >\$200K < \$500K	% of order value	
	Order Value >\$500K	% of order value	

PART 2 SCHEDULE OF PRICES

2.1 SCHEDULE D - RATES FOR ALTERNATIVES

Item	Description	Unit	Rate \$/unit
12	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following components:		
12.1	S3A Pole Assembly	each	
12.2	S3B Pedestrian Pole Assembly	each	
14	Manufacture, Supply and Delivery to a nominated Depot within 15km of the City of Sydney of the following S3 Pole Street Lighting Accessory components:		
15.1	Beacon Light Assembly	each	
15.2	Tree Up Light Assembly	each	
15.5	Road Light Assembly	each	
15.7	Pedestrian Light Assembly	each	

Note: Following further design development and testing HUB may be able to offer tooling and/or part savings.

2.1 SCHEDULE E - COMMERCIAL ALTERNATIVES



PART 2 SCHEDULE OF PRICES

2.1 SCHEDULE F - ENE.HUB ALTERNATIVE

THE FUTURE OF SMARTPOLE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IBeam	Charge	CCTV	Smart Parking	LED	Wi-Fi	4G	4G	4G
-------	--------	------	---------------	-----	-------	----	----	----

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PART 3 STATEMENT OF CONFORMANCE

[Delete whichever is not applicable:]

- The tender does conform with the request for tender; or
- ~~The tender does not conform with the request for tender. The areas in which the tender does not conform and the reasons for this non-conformance are as follows:~~

HUB has provided the following tenders:

- 1) Fully Conforming Tender
- 2) Alternative Options (Refer Part 2, Schedule of Prices, Schedules D, E and F)



PART 4 ACKNOWLEDGEMENT OF ADDENDA & NOTICES

I / We, HUB Street Equipment Pty Limited, acknowledge receipt of the following:

[Tenderers must fully describe all documents including addenda, and any notices, which are issued by Council]

■ [REDACTED]
■ [REDACTED]
■ [REDACTED]
■ [REDACTED]
■ [REDACTED]

PART 5 INSURANCE AND DISABILITY DETAILS

1. Tenderers must complete the following table which details the insurances required.

Insurance Type	Policy No.	Extent of Cover		Expiry Date	Name of Insurer
		Per Incident \$A	Aggregate		
Workers Compensation / Accident Insurance		N/A	\$2,000,000		
Public Liability (Minimum \$20m per incident)		\$20,000,000	\$20,000,000		
Plant and Equipment		Market Value	\$30,000,000		
Motor Vehicles		Market Value	\$30,000,000		
Professional Indemnity (Minimum required \$5m per incident)		\$6,000,000	\$6,000,000		

Copies of all insurance certificates are required to be submitted as part of the tender response.

Should work be sub-contracted, it is the tenderer's responsibility to ensure sub-contractors hold and maintain equivalent insurances.

The successful tenderer's insurance policies must be for the amounts required under the contract and the City must be noted as an interested party on the public liability policy certificate of currency.

Please see the following pages for copies of HUB's Insurance Certificates of Currency.

2. Provide details of current registration with long service and superannuation bodies.

HUB Street Equipment does not have a registration with the Long Service Board as registration to the NSW Long Service Board is specifically for construction workers. HUB accrues Long Service Leave for its employees.

3. Provide details of any disability action plan or disability specific policies and procedures (excluding standard EEO documentation).

Please see the following pages for HUB's Disability Policy and Action Plan.



Employers Mutual
Since 1910

Employers Mutual NSW Limited

GPO Box 4143

Sydney NSW 2001

DX 10175

Sydney Stock Exchange

P: 02 8251 9000

P: 1800 469 931 (toll free)

F: 02 8251 9495 Claims

F: 02 8251 9496 Underwriting

www.employersmutual.com.au

CERTIFICATE OF CURRENCY

HUB STREET EQUIPMENT PTY LTD
10 REGENT ST
CHIPPENDALE NSW 2008

Dear Sir/Madam,

1. STATEMENT OF COVERAGE

The following policy of insurance covers the full amount of the employer's liability under the Workers Compensation Act 1987.

This Certificate is valid from **30/06/2014** to **30/06/2015**

The information provided in this Certificate of Currency is correct at: **08/07/2014**

2. EMPLOYERS INFORMATION

POLICY NUMBER 88220016
LEGAL NAME HUB STREET EQUIPMENT PTY LTD
TRADING NAME
ABN 52 109 882 617
ACN 109 882 617
NAME OF TRUST
TRUST ABN

WorkCover Industry Classification number (WIC)	Industry	Numbers of Workers+	Wages*
---	----------	------------------------	--------

* Number of workers includes contractors/deemed workers

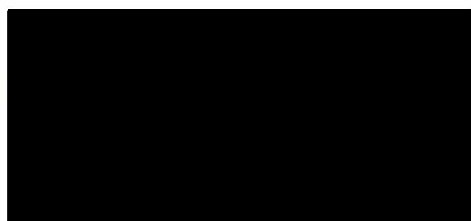
* Total wages estimated for the current period

3. IMPORTANT INFORMATION

Principals relying on this certificate should ensure it is accompanied by a statement under *section 175B* of the *Workers Compensation Act 1987*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place ie. Compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirm that the description of the industry/industries noted is appropriate.

A Principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours Faithfully,



uw032

Handwritten signature



CGU Insurance

Certificate of Currency

The policy referred to is current as at the date of this certificate and whilst a due date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly reliance should not be placed on the expiry date.

Insured: Hub Street Equipment Pty Ltd

Policy Number: [REDACTED]

Period of Insurance: (From) 22/06/2014 at 4:00pm local time at the place of issue
(To) 22/06/2015 at 4:00pm local time at the place of issue

Policy Type: Public and Products Liability

Limit of Indemnity:

Public Liability:	\$20,000,000	any one Occurrence
Advertising Injury:	\$20,000,000	any one Occurrence
Products Liability:	\$20,000,000	any one Occurrence and in the aggregate for any one Period of Insurance

Interests Noted: It is noted and agreed that this Policy is endorsed to include the interests of:
The Council of the City of Sydney

Remarks: The above is subject always to the terms, conditions, exclusions and endorsements of the Policy.

Issued by: [REDACTED]
Liability Underwriter

**Signed for and on behalf
of CGU Insurance** [REDACTED]

Dated: 21/01/2015

31 October 2014

CERTIFICATE OF CURRENCY

The policy referred to is current as at the date of issue of this certificate and whilst a due date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

Insured	Hub Street Equipment Pty Ltd
Policy Number	[REDACTED]
Type of Policy	CGU Motor Fleet Insurance Policy
Period of Insurance	31/10/2014 – 31/10/2015
Location of Risk	Australia wide
Vehicle Insured	As per schedule
Limits	Own Damage @ \$CMV Third Party Legal Liability @ \$30,000,000
Interested Party	Not applicable
Special Conditions	Not applicable

This is to certify cover has been granted in accordance with the terms and conditions of the Company's Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extent of your insurance cover.

Kind Regards,

[REDACTED]

Underwriter, Fleet & Commercial Motor - NSW/ACT
CGU Insurance

Certificate of Currency

This is to certify that the undermentioned policy is current as shown in the Period of Insurance details unless cancelled in the meantime. Subject to the limitations, exclusions, definitions and conditions of the Zurich Australian Insurance Limited policy wording.

Class of Insurance

Professional Indemnity

Policy Number

[REDACTED]

Insured Entity

Hub Street Equipment Pty Ltd

Period of Insurance

From 9 August 2014 at 4:00pm to 9 August 2015 at 4:00 pm

Limit of Liability

\$6,000,000 per *claim*

\$6,000,000 in the aggregate

Deductible

\$10,000 each and every *claim*

Retroactive Date

1 July 2004 excluding known *claims/circumstances*

Territorial/Jurisdictional Limit(s)

Worldwide excluding USA or the Dominion of Canada or their territories or protectorates

Conditions

Standard Zurich Australian Insurance Limited Architects and Engineers Professional Liability wording PCUS-006567-2012 and some endorsements may apply

Issued

at North Sydney on 18 August 2014

Zurich Australian
Insurance Limited
ABN 13 000 296 640

Level 2, 100 Pacific Highway
North Sydney NSW 2060

Locked Bag 2138
North Sydney NSW 2059

Telephone 132 687

Direct phone +61 2 9995 2133
Direct fax +61 2 9995 2260

E-mail

peter.hawke@zurich.com.au

[REDACTED]

Zurich Australian Insurance Limited
A.B.N. 13 000 296 640

PART 5 INSURANCE AND DISABILITY DETAILS



Help ?

Client [REDACTED]

QuickSuper

Employer Details

Home

Employer: HUB Street Equipment Pty Ltd [REDACTED]

Online Contributions

Employer Details Employees Fund Relationships Bank Account Payment Method Audit History

Create New

All information with an asterisk * is mandatory.

View In Progress (2)

View Processed

Employer Name

* Employer Name: HUB Street Equipment Pty Ltd

SuperStream

Registered Name: HUB Street Equipment Pty Ltd

Search

Employer Details

Search Contributions

ABN: 52109882617 [Change ABN](#)

Search Transactions

Location Identifier: [REDACTED]

Reports

Contribution Reports

* Active: ☒ If unticked, you will not be able to make contributions from this employer

The QuickSuper service is provided to you by Westpac Banking Corporation ABN 33 007 457 141 ("Westpac") at the request of AustralianSuper. Westpac terms and conditions apply to the QuickSuper service which you will be asked to accept. General advice on this website has been prepared without taking into account your objectives, financial situation or needs. Before acting on the advice, consider its appropriateness. You should also consider Westpac's Product Disclosure Statement (PDS). The PDS is relevant when deciding whether to acquire or hold a product.

Disability Policy & Action Plan for HUB Street Equipment Pty Ltd

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

RG [Signature]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

PART 6 COMPANY PROFILE

Tenderers must provide the following information:

- Details of the size of your organisation
- Details of your corporate structure
- Brief history of your organisation
- Details of quality assurance systems and/or procedures

SIZE OF ORGANISATION

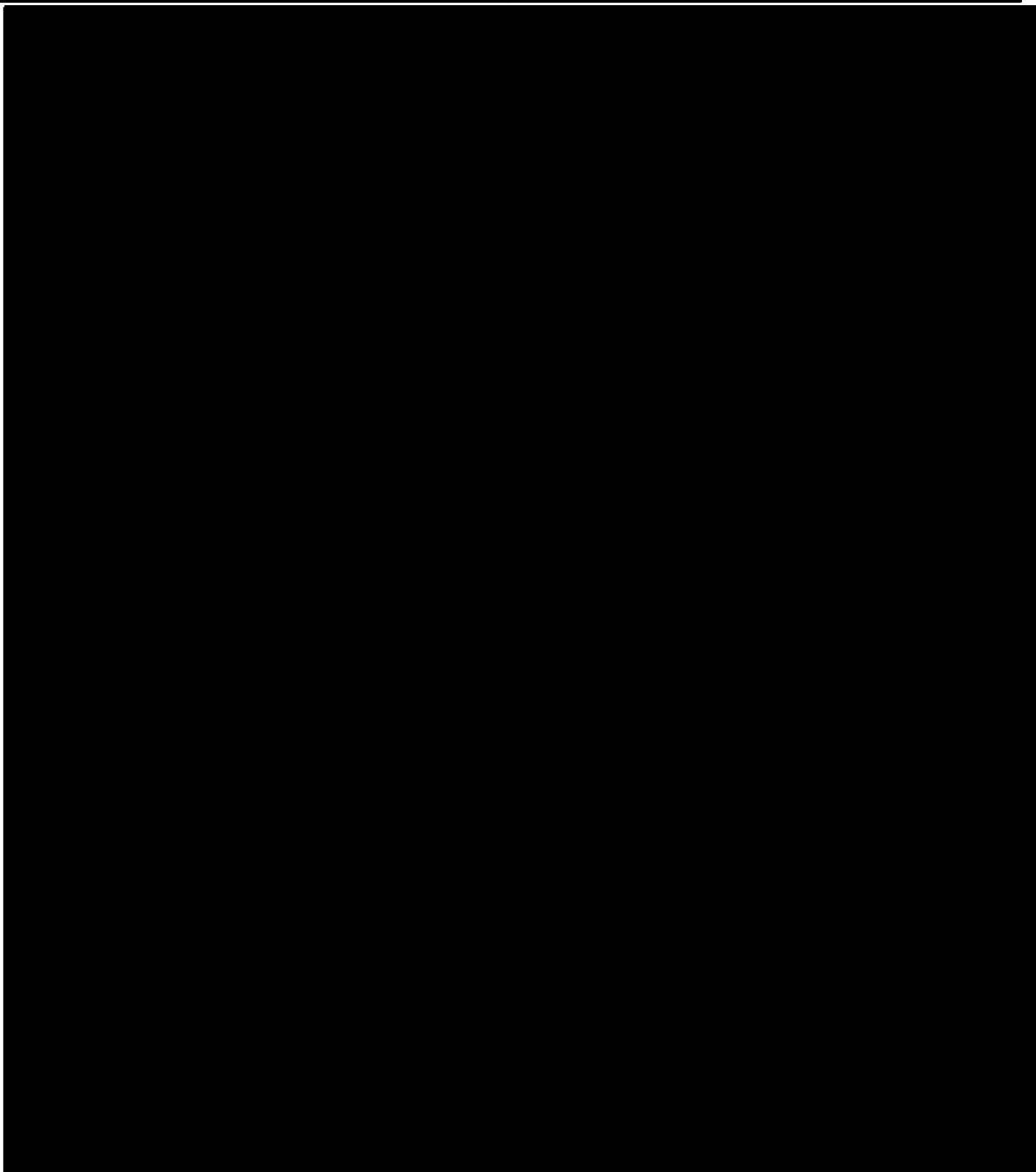
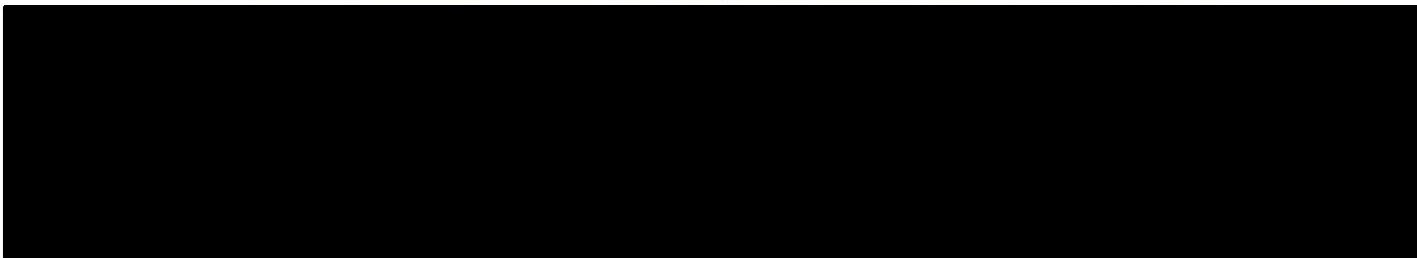
[REDACTED]

CORPORATE STRUCTURE

[REDACTED]

[REDACTED]

PART 6 COMPANY PROFILE



BRIEF HISTORY OF HUB STREET EQUIPMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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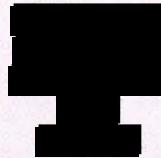
DETAILS OF QUALITY ASSURANCE SYSTEMS

[REDACTED]

29
[Signature]

CERTIFICATE OF REGISTRATION

HUB Street Equipment




has been assessed and certified as meeting the requirements of:

ISO 9001:2008

Quality Management Systems.

For the following activities:

The design, supply and installation of street furniture, multi-functional light poles, pedestrian shelter systems, public art, and associated infrastructure, for use in the urban domain.

Certificate Number: 

Certified Date: 26-11-2013

Expiry Date: 22-11-2016

Issue Date: 28-11-2013

This Certificate is valid subject to successful completion of surveillance audits.

Please visit www.sustainablecertification.com.au/verify to verify the validity of this certificate

This is a Single Site Certification



LIC.2013-2532

JAS-ANZ



www.jas-anz.org/register



Authorised By



Director
Sustainable Certification Pty Ltd
Level 5, 326 William Street
Melbourne 3000
Australia

19
LA

PART 7 PREVIOUS WORK EXPERIENCE

Tenderers must provide details and references for at least three (3) recent projects that demonstrate expertise applicable to the nominated works.

The following information is to be provided for each project separately:

- Company and address
- Name of project location
- Name and telephone number of principal contact
- Description of works undertaken (or services provided)
- Project value
- Project period

Council may contact these organisations for reference purposes

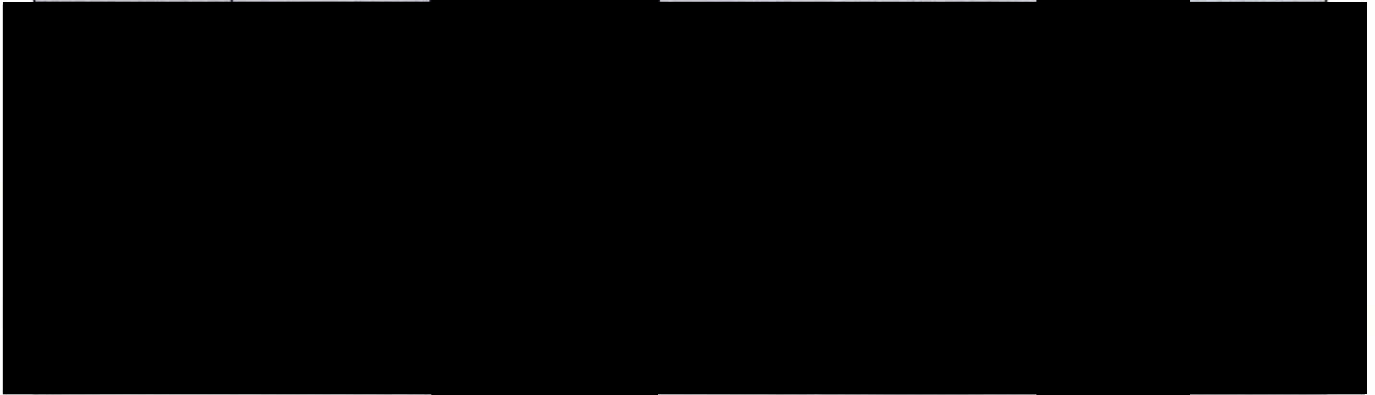
Company and Address	Name of Project Location	Name and Telephone Number of Principal Contact	Description of Works Undertaken (or Services Provided)	Project Value	Project Period
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[Redacted content]



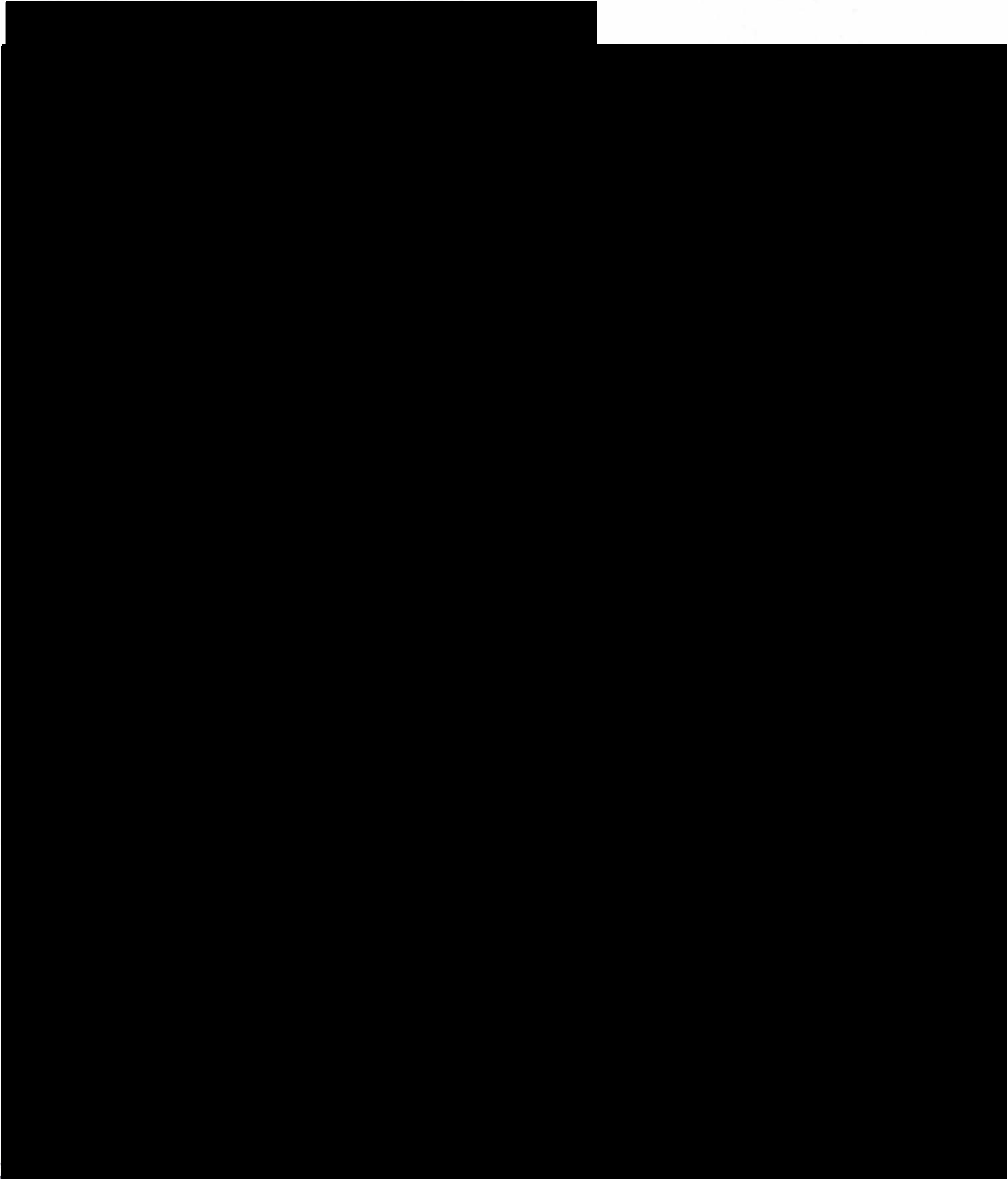
PART 7 PREVIOUS WORK EXPERIENCE

Company and Address	Name of Project Location	Name and Telephone Number of Principal Contact	Description of Works Undertaken (or Services Provided)	Project Value	Project Period
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HUB.SMARTPOLE™

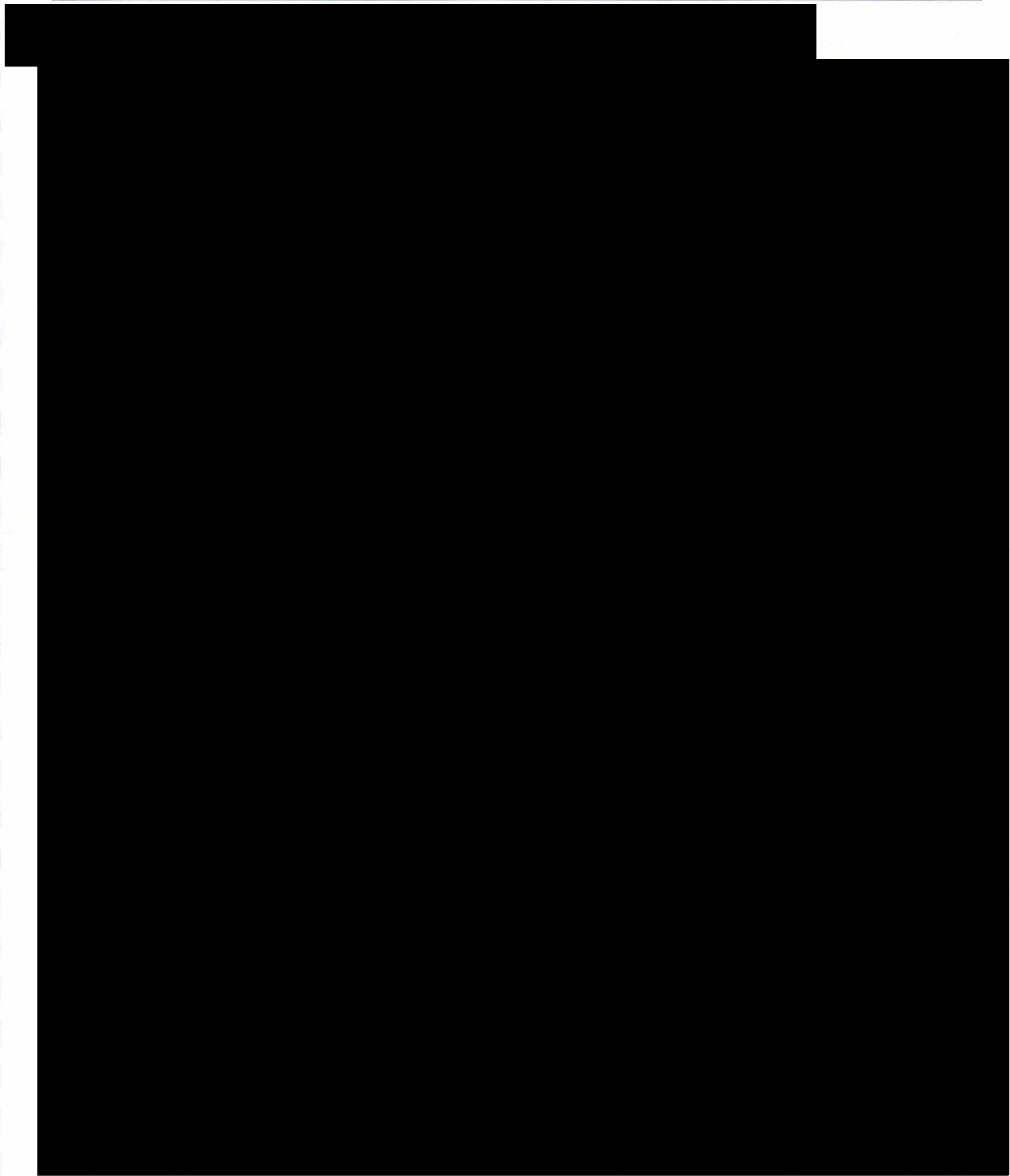
CLIENT: City of Sydney
HUB ROLE: Supply Smartpole® MFP suite
(traffic and streetlight)



A handwritten signature or set of initials in black ink is located in the bottom left corner of the page.

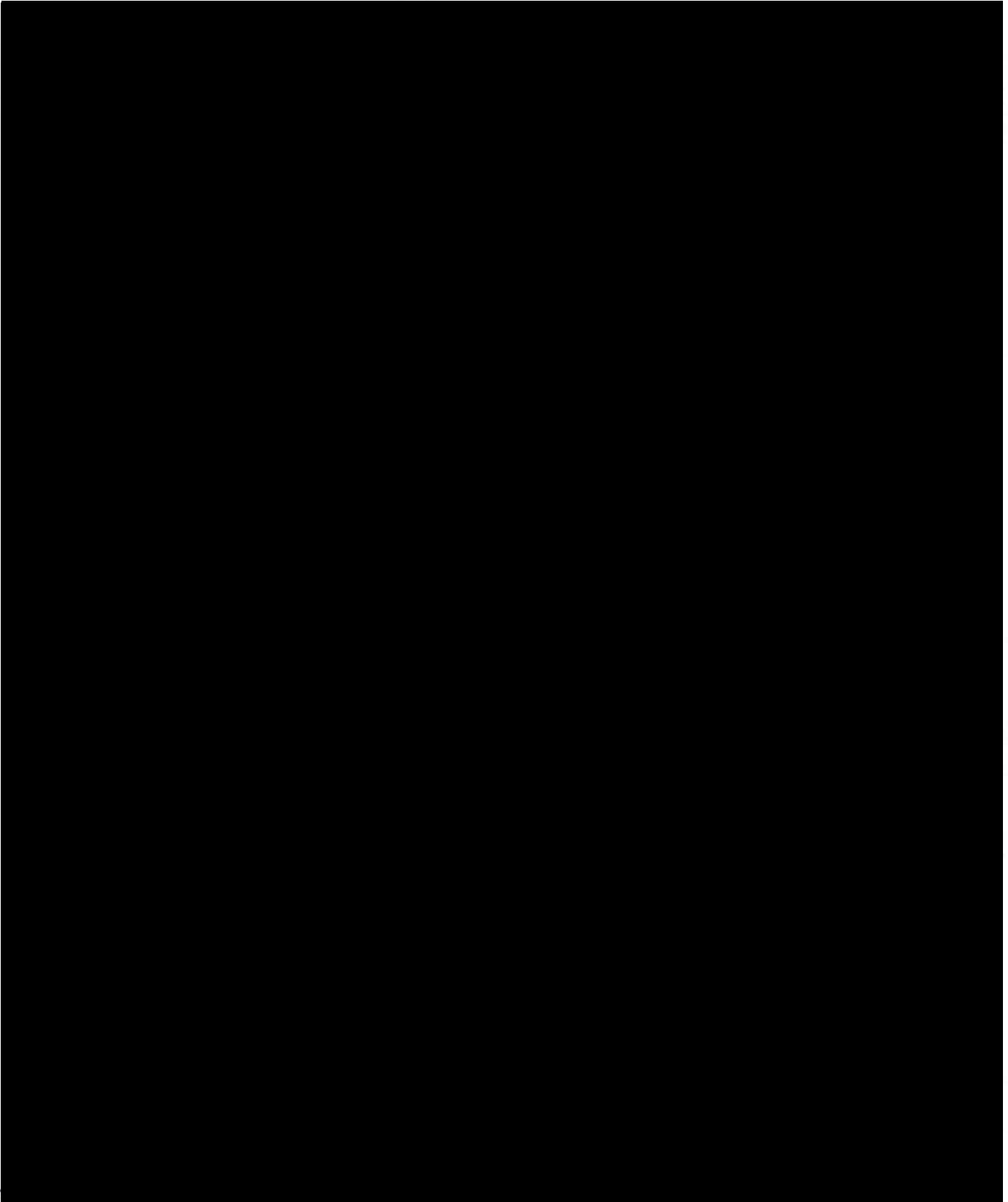
HUB.POLE

CLIENT: North Sydney Council
HUB ROLE: Design and supply of
customised Multi Purpose Pole



HUB.POLE

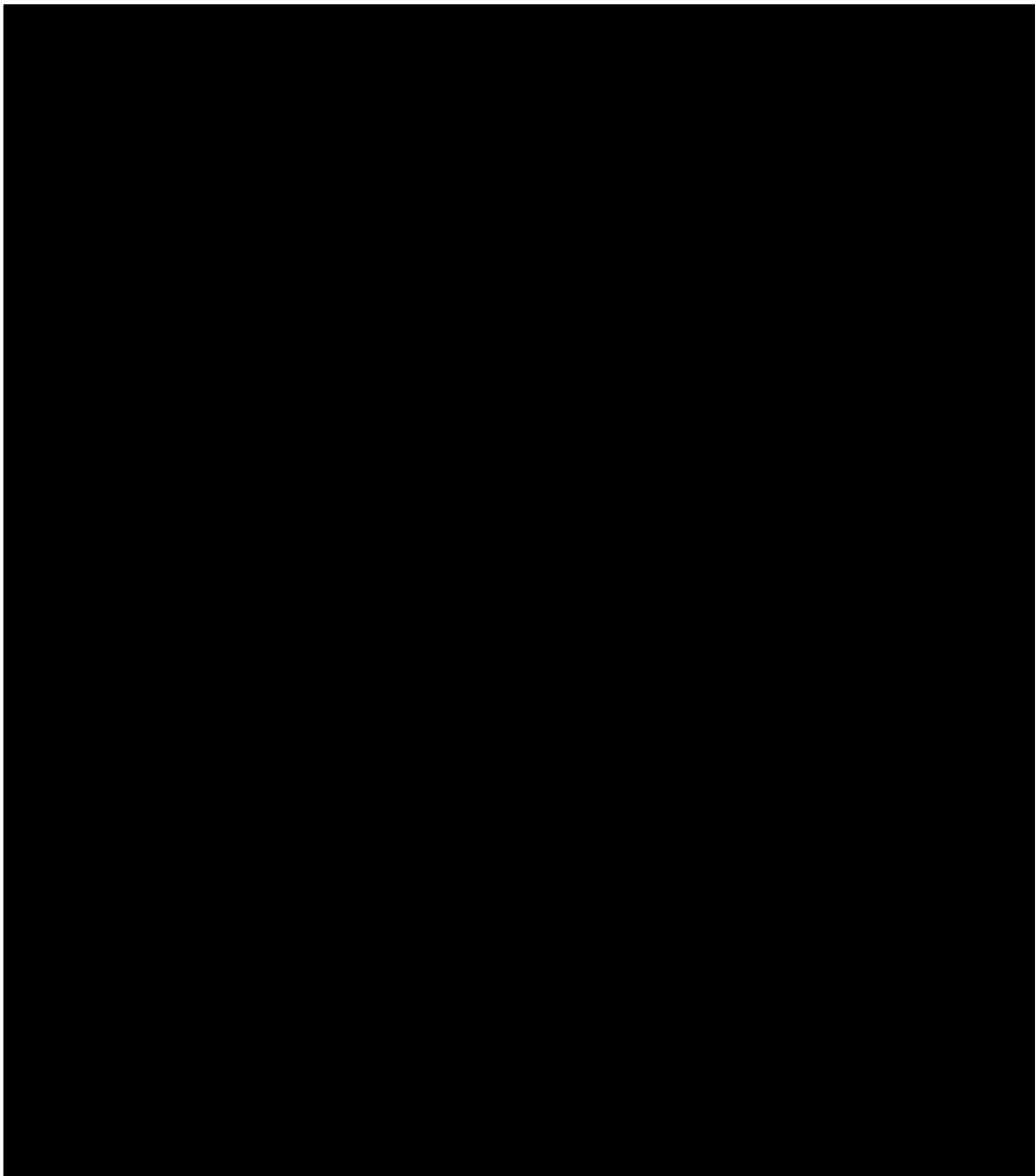
CLIENT: Australian Defence Force (ADF)
HUB ROLE: Manufacture and supply of customised
6m, 8m and 10m HUB.Pole



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HUB.POLE

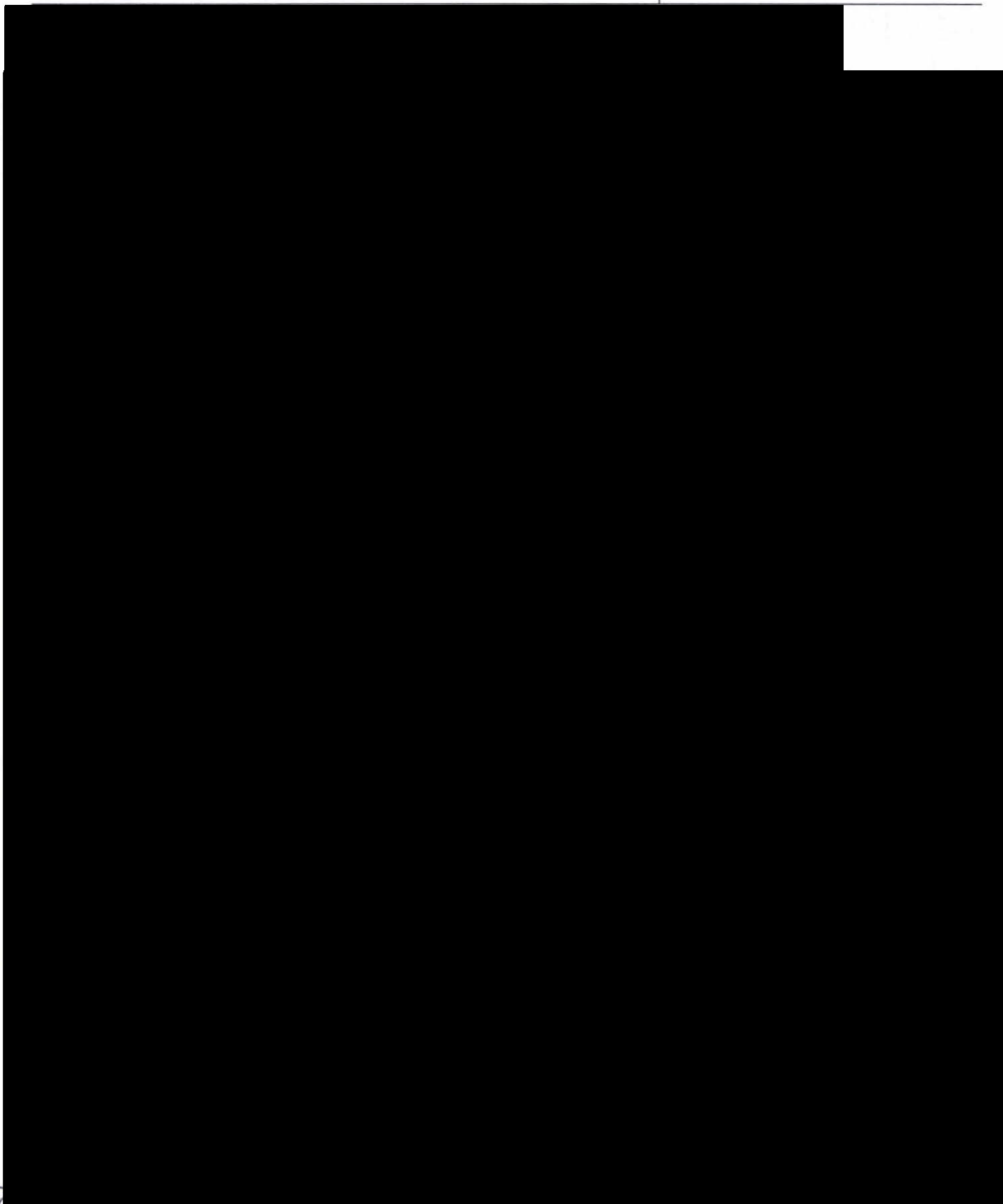
CLIENT: GTG-Neri / NDIA
HUB ROLE: Design and supply of 28m light pole with custom cladding



HUB.POLE

CLIENT:
HUB ROLE:

GTG-Neri / HIA
Design and supply of custom
Multi Functional Pole

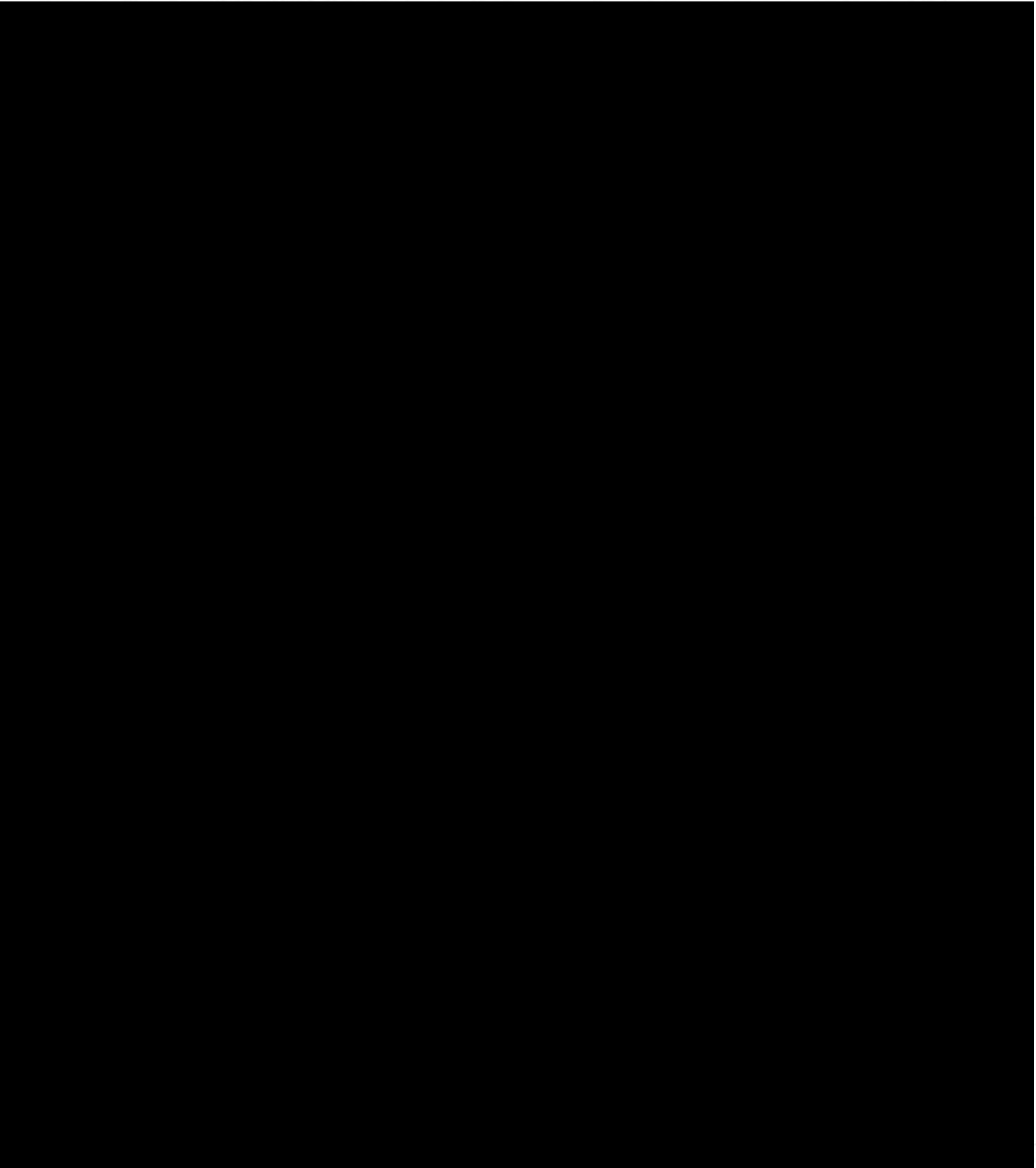


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HUB.POLE

CLIENT:
HUB ROLE:

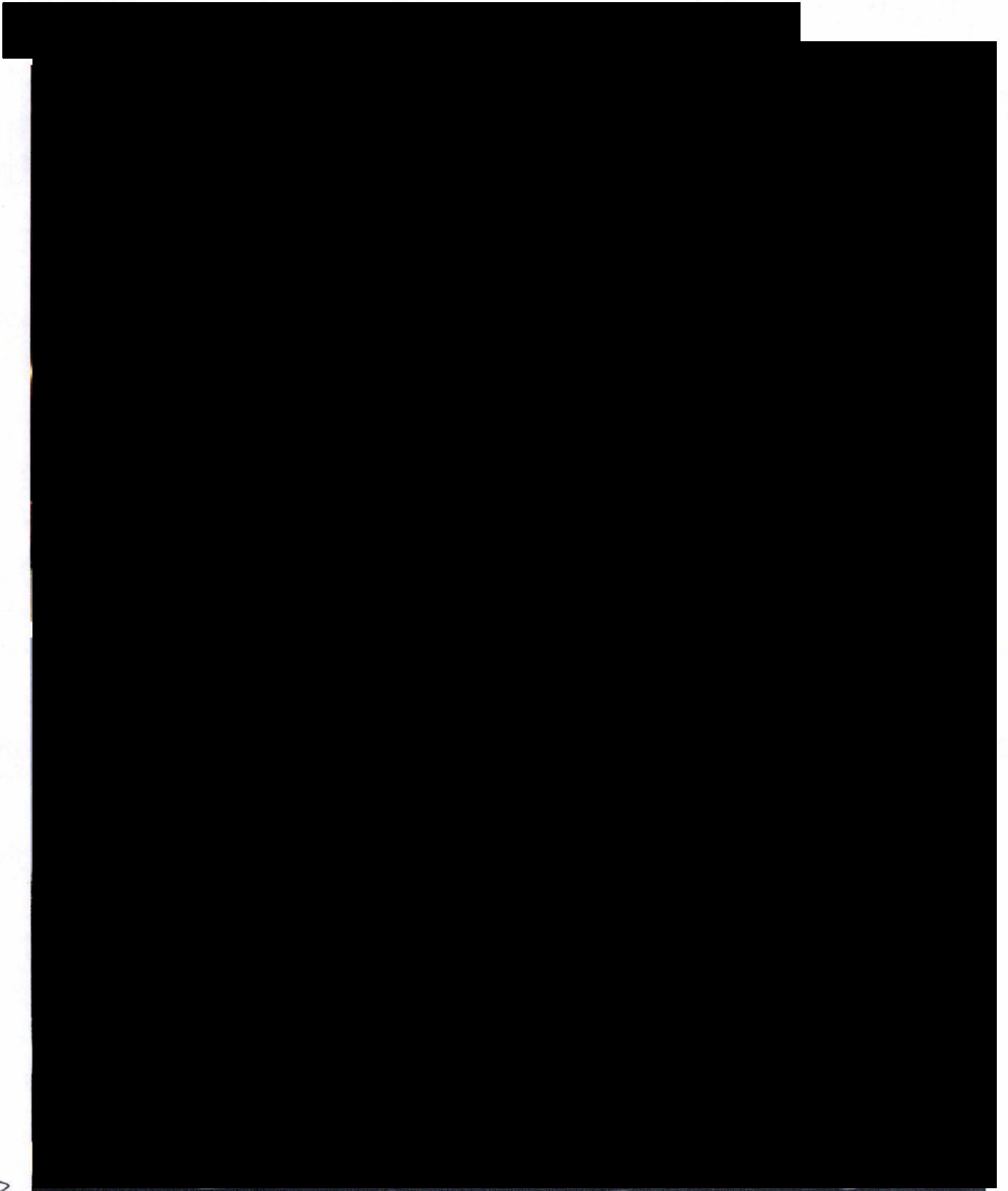
GTG-Neri / NDIA
Design and supply of HUB.Pole
with custom outreach



HUB.POLE

CLIENT:
HUB ROLE:

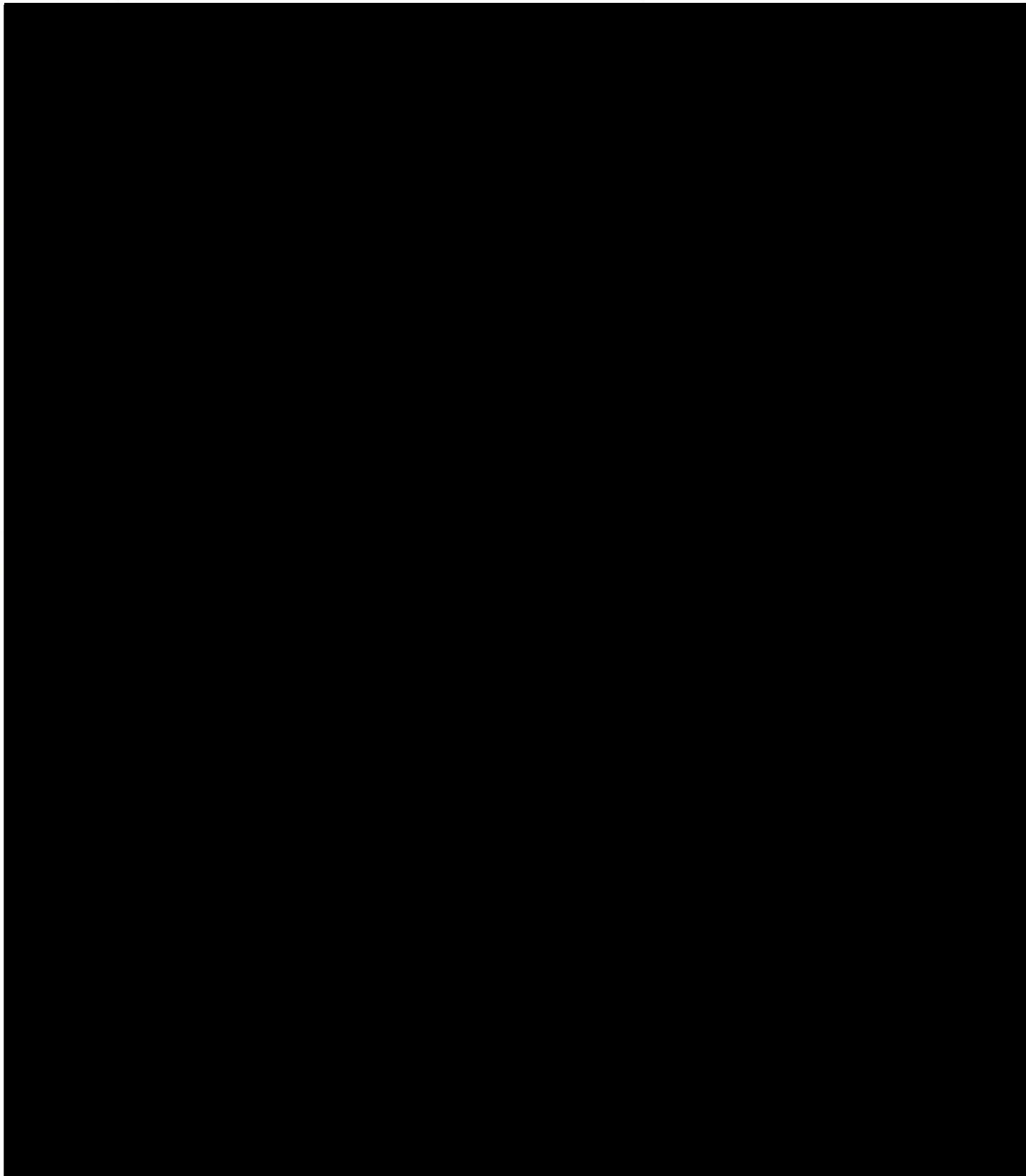
TDIC
Design and supply of custom
light poles



PS

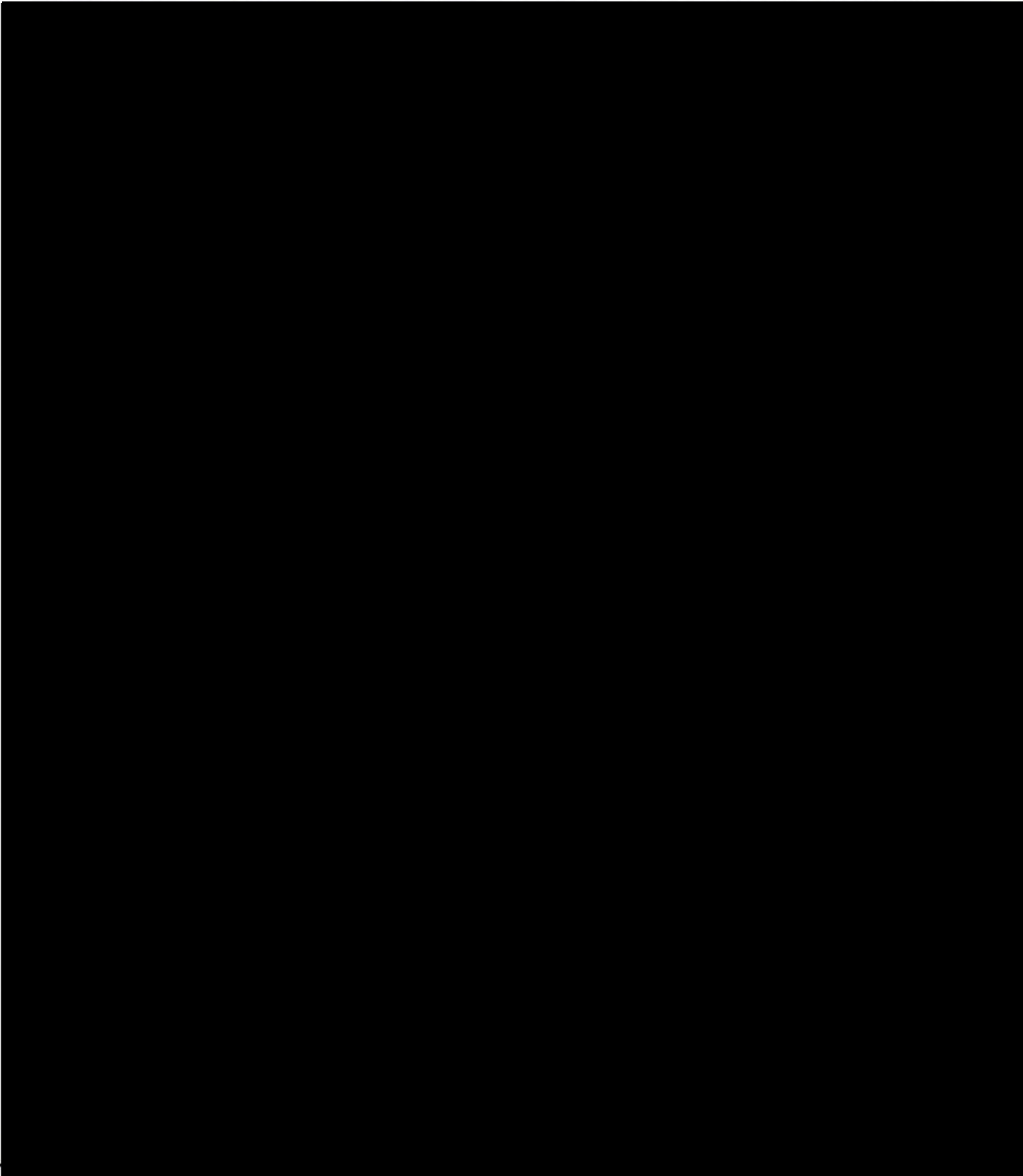

HUB.POLE

CLIENT: Energy City
HUB ROLE: Design and supply of HUB.Pole
with custom outreach



HUB.POLE

CLIENT: Oxygen Park
HUB ROLE: Design and supply of custom light poles



HUB.BEAM 2 LED

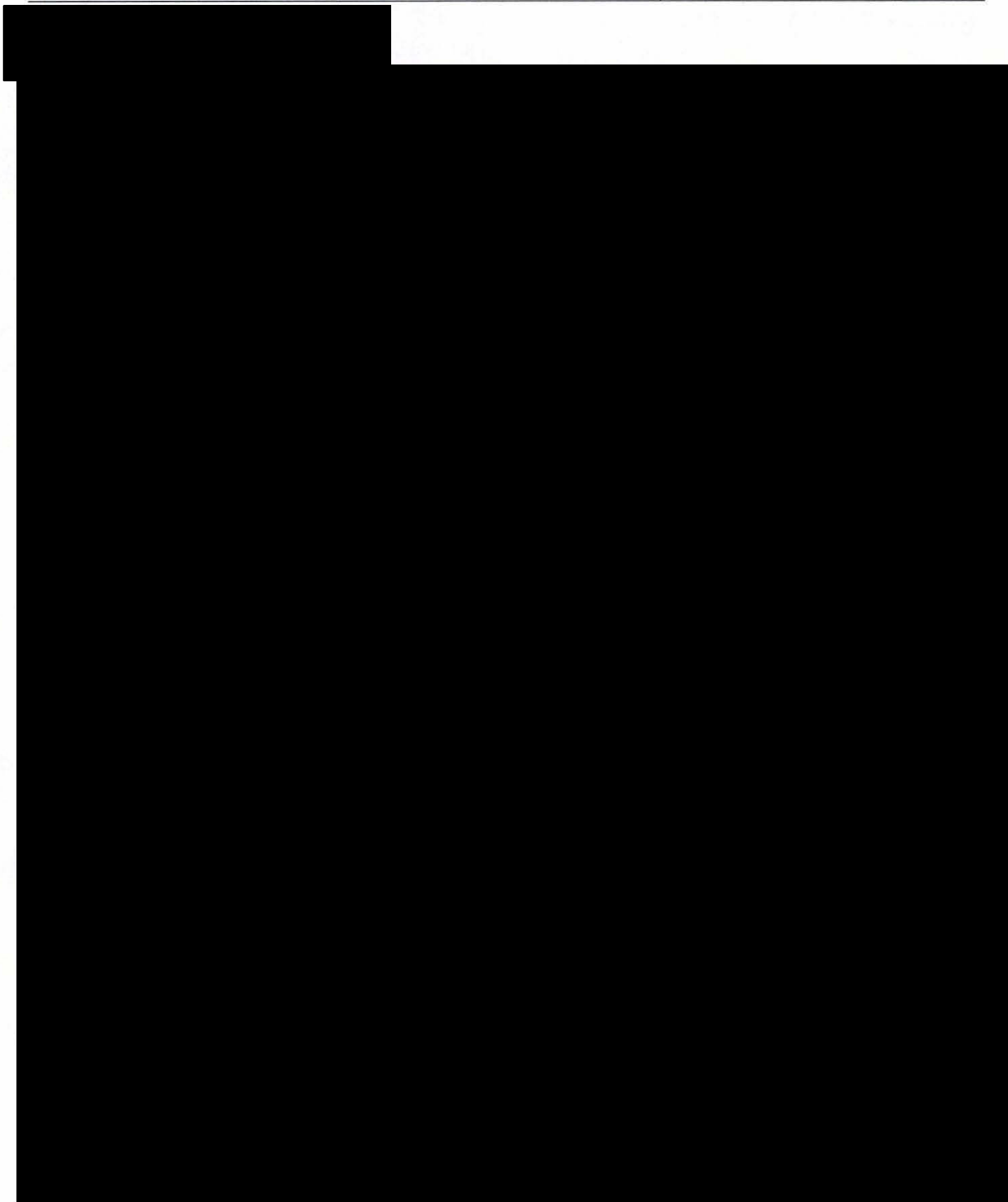
CLIENT:
HUB ROLE:

GTG-Neri
Design and prototype of
custom LED fitting.



HUB.BOREALIS

CLIENT: North Sydney Council
HUB ROLE: Design and prototype of custom
LED fitting for Multi Purpose Pole



PART 8 TENDERER'S CURRENT COMMITMENTS

Tenderers must list the current projects the organisation is engaged in or committed to.

The following information is to be provided for each project separately:

- Company and address
- Name of project location
- Name and telephone number of principal contact
- Description of works undertaken (or services provided)
- Project value
- Project period

Company and Address	Name of Project Location	Name and Telephone Number of Principal Contact	Description of Works Undertaken (or Services Provided)	Project Value	Project Period

PART 9 SPECIFIED PERSONNEL

Tenderers must nominate the names of proposed key personnel for the project, listing their qualifications, level of expertise, relevant experience and percentage of time to be allocated on the work under the Contract.

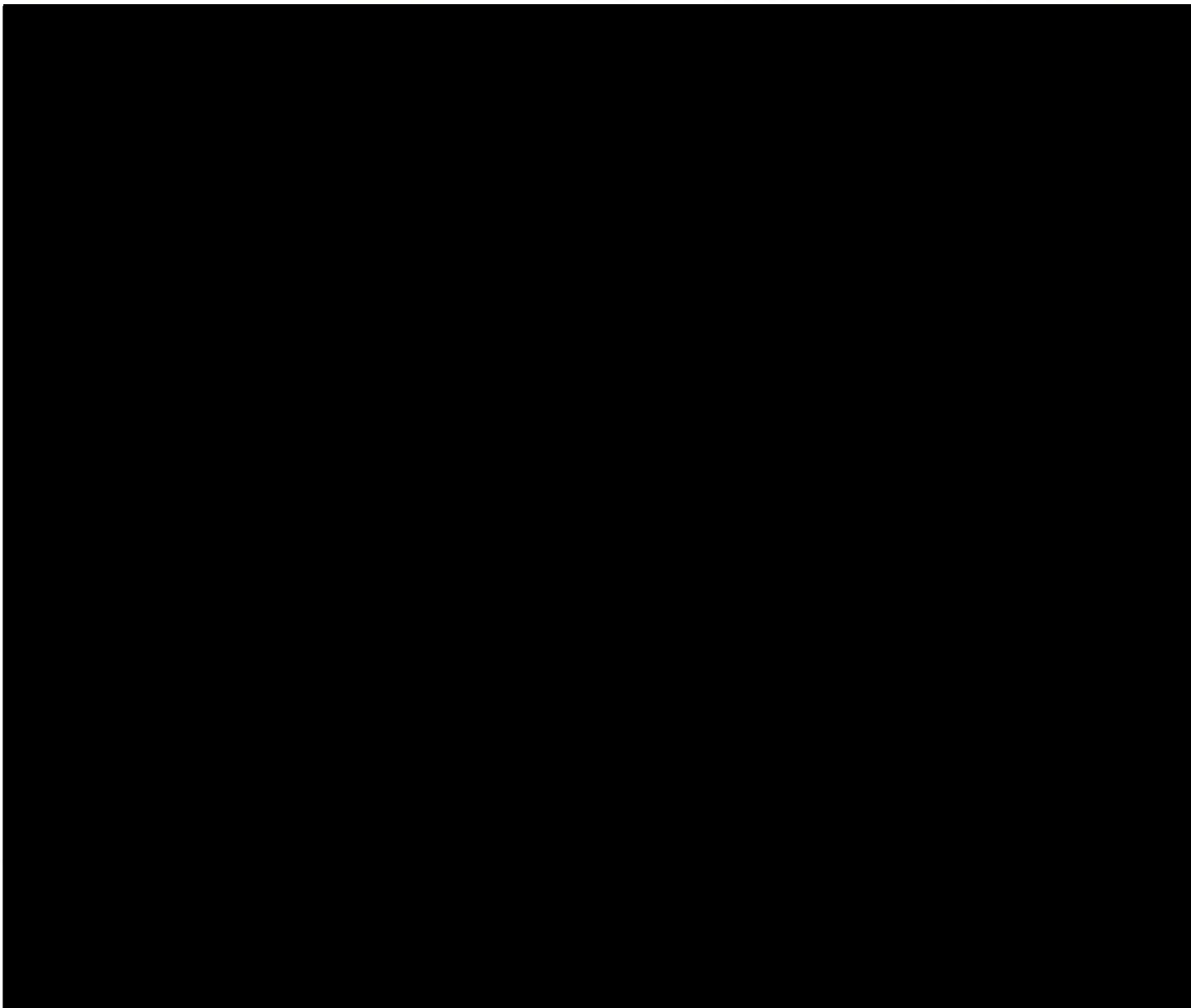
The following information is to be provided for each person separately:

- Full Name of Specified Person
- Position Held
- Percentage of Time on the Project
- Qualifications
- Level of Expertise

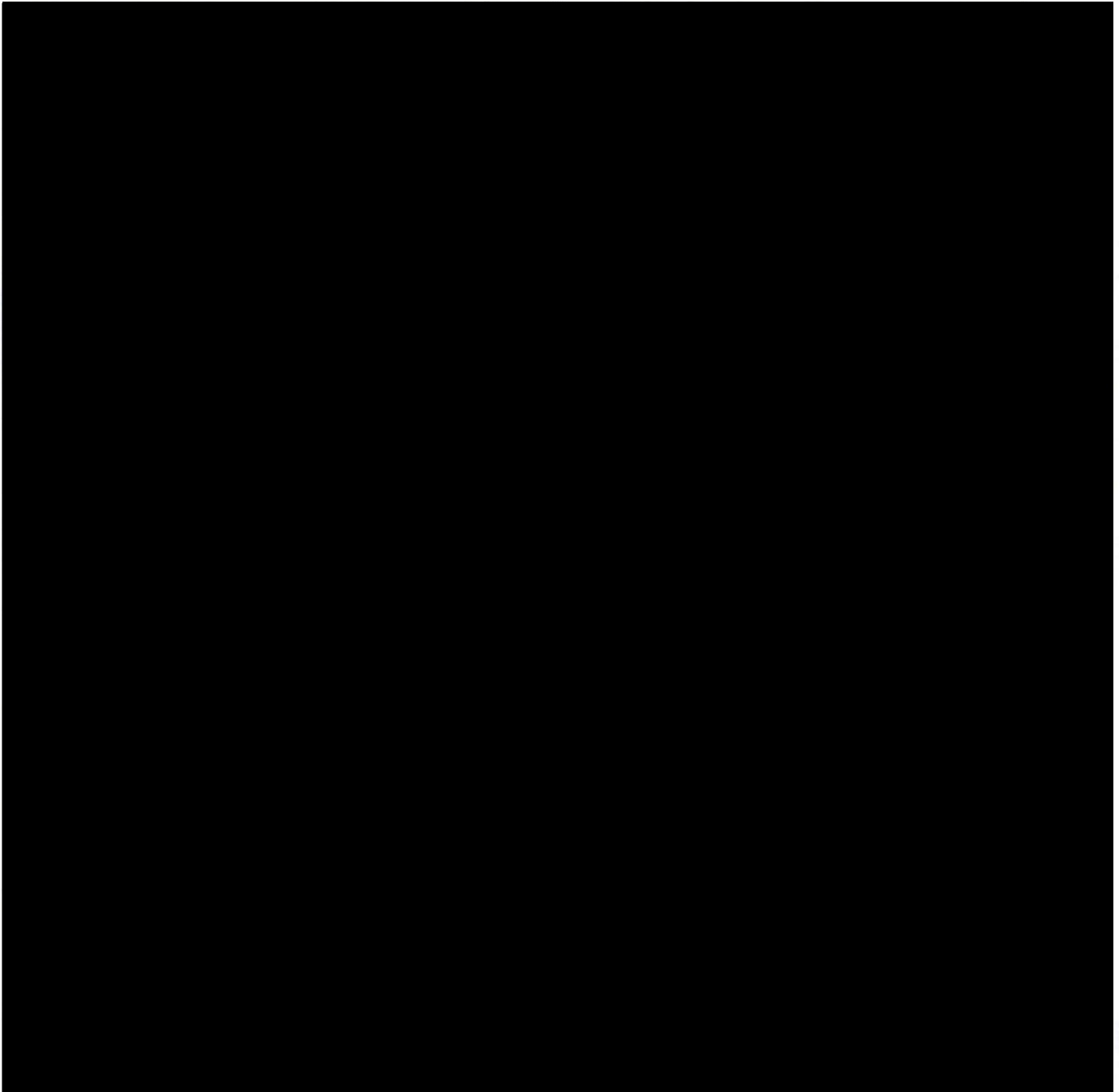
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Percentages can be adjusted to match volume of product being produced

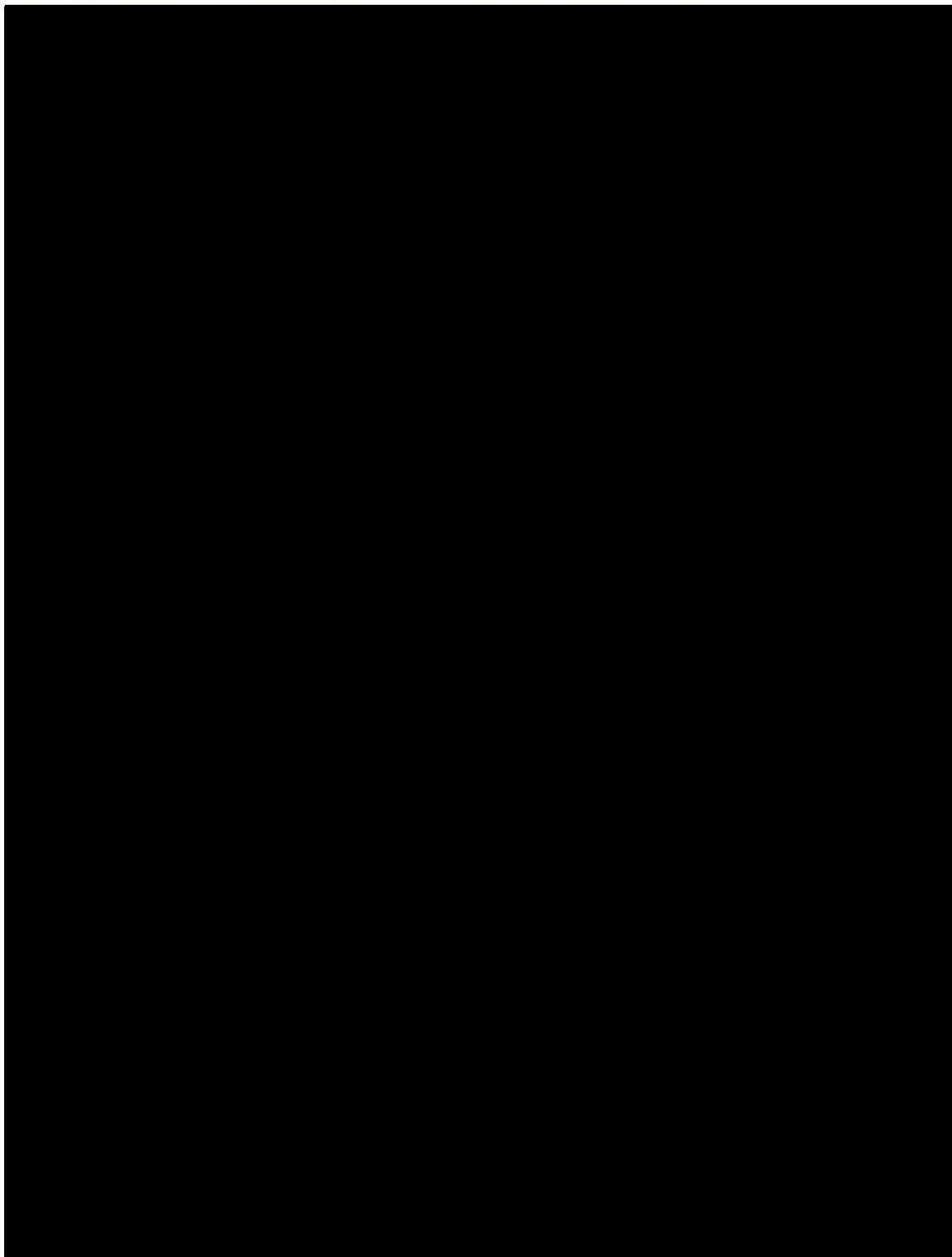
PART 9 SPECIFIED PERSONNEL



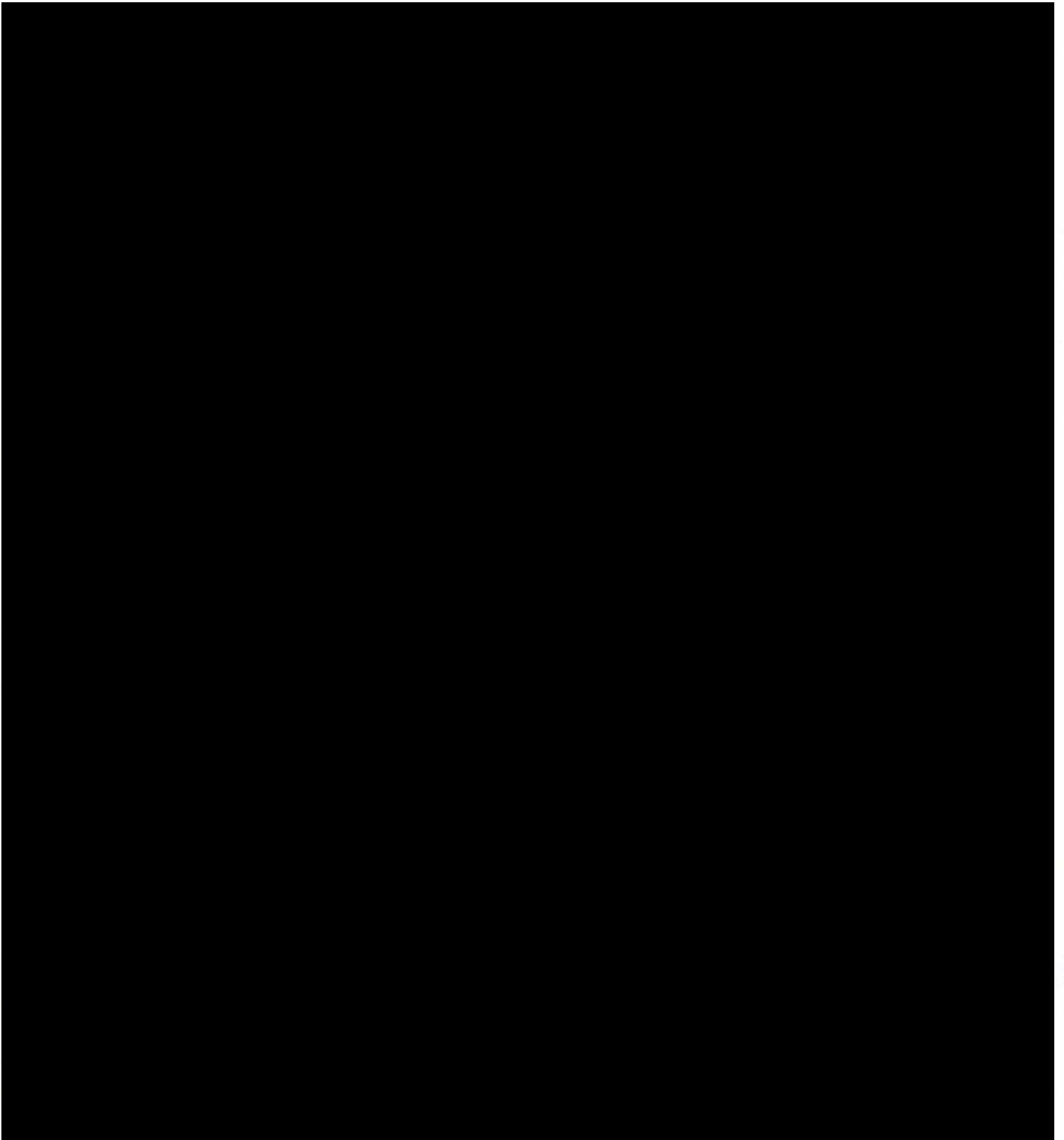
PART 9 SPECIFIED PERSONNEL



PART 9 SPECIFIED PERSONNEL



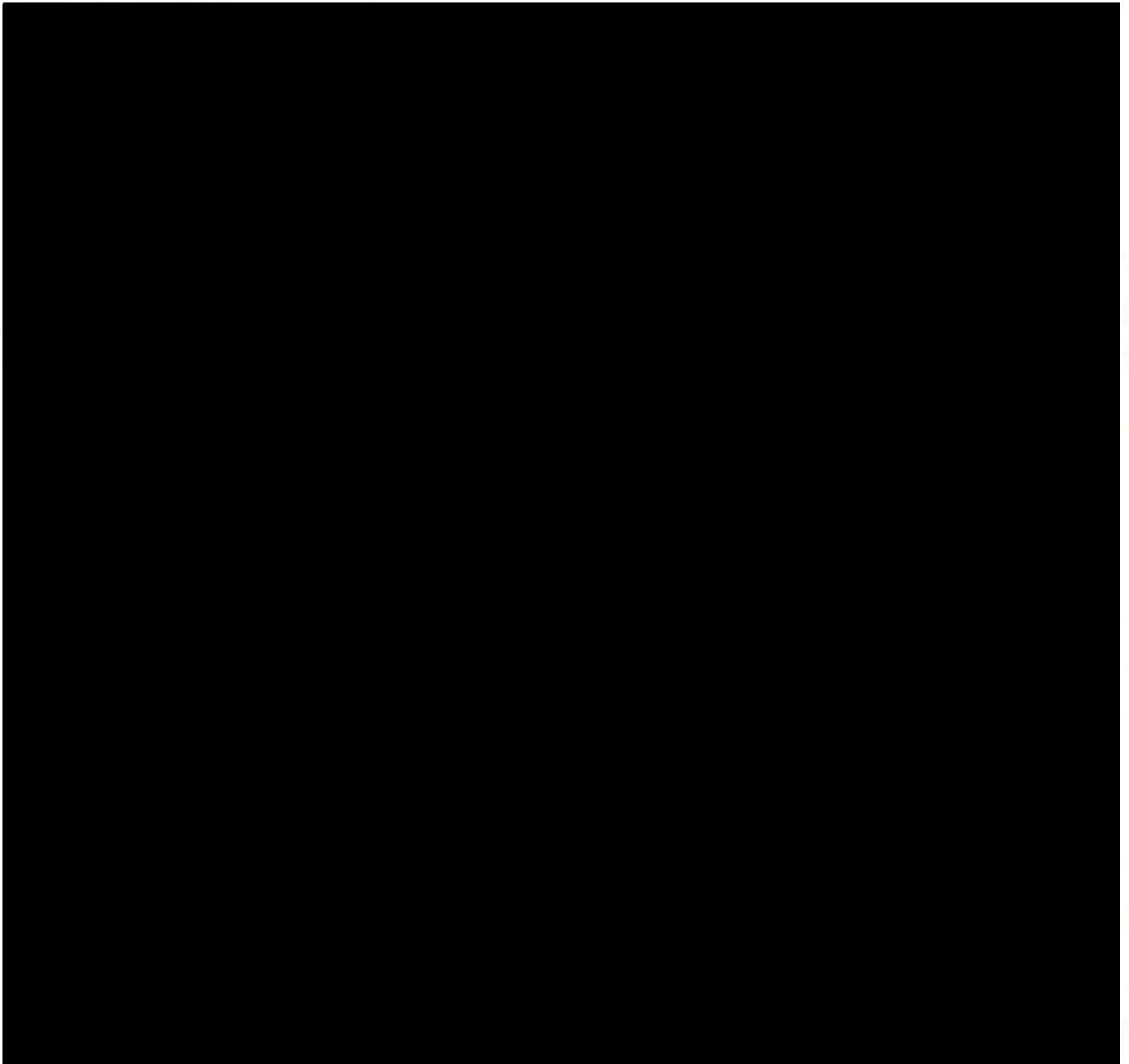
PART 9 SPECIFIED PERSONNEL



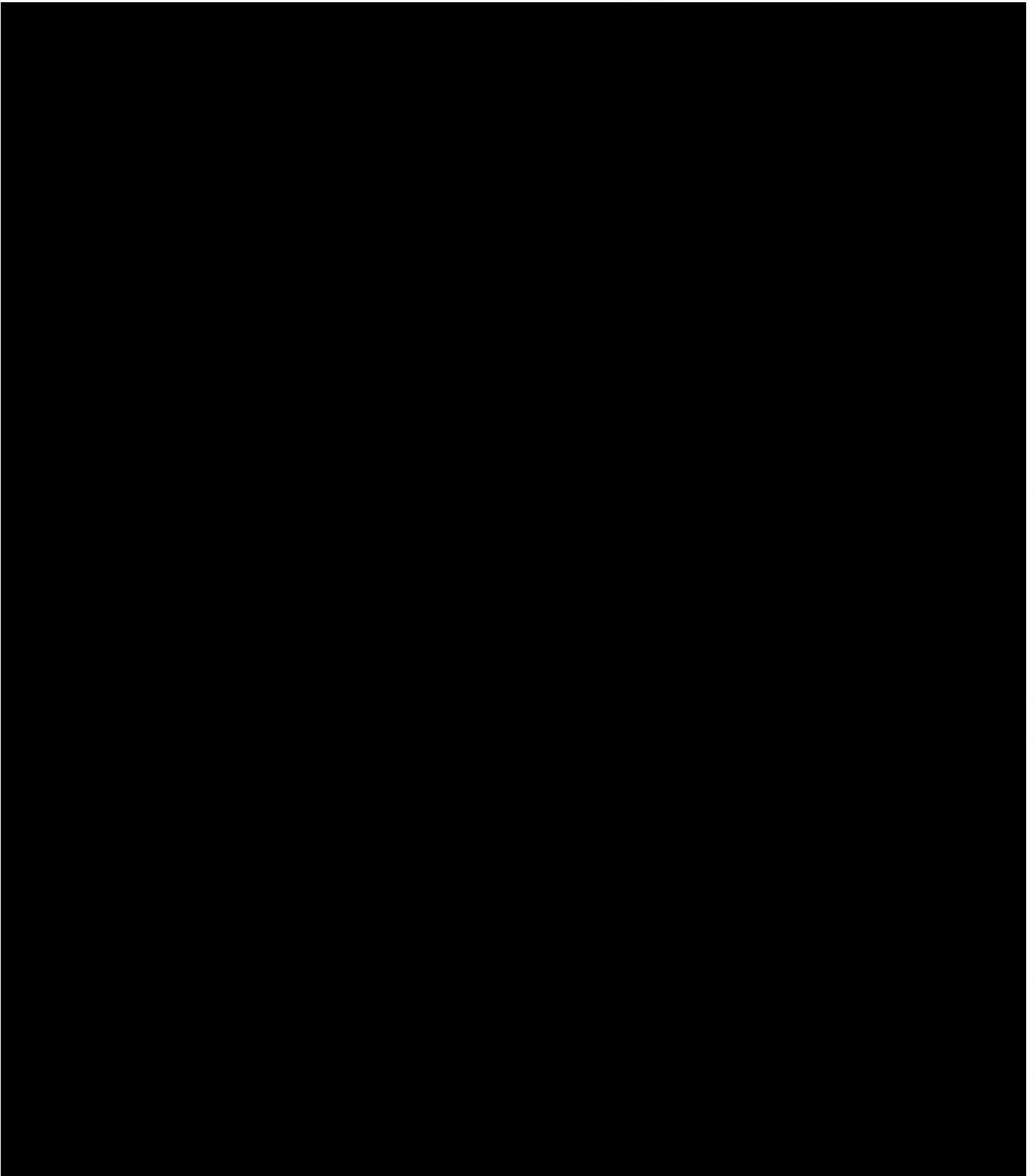
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PART 9 SPECIFIED PERSONNEL

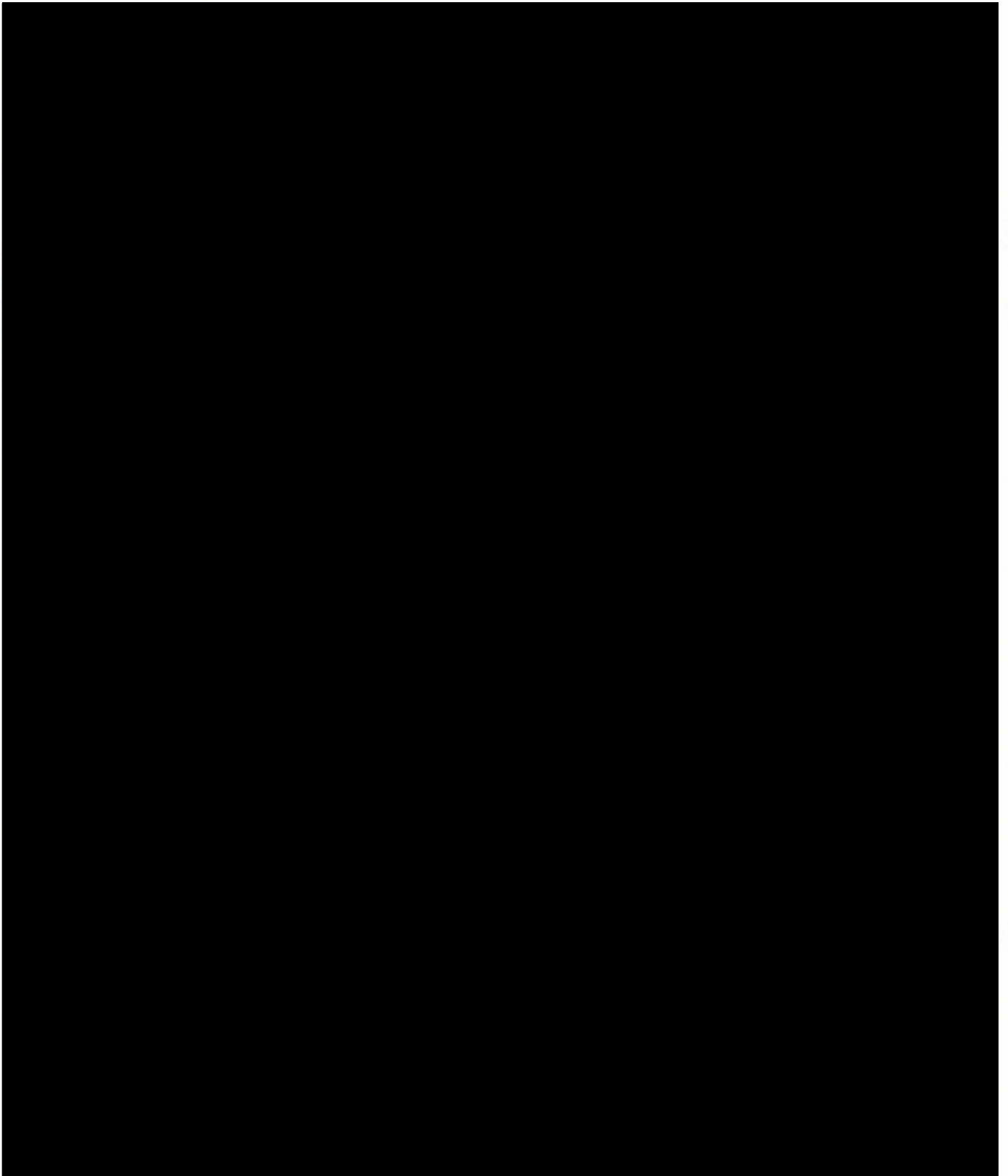
PART 9 SPECIFIED PERSONNEL



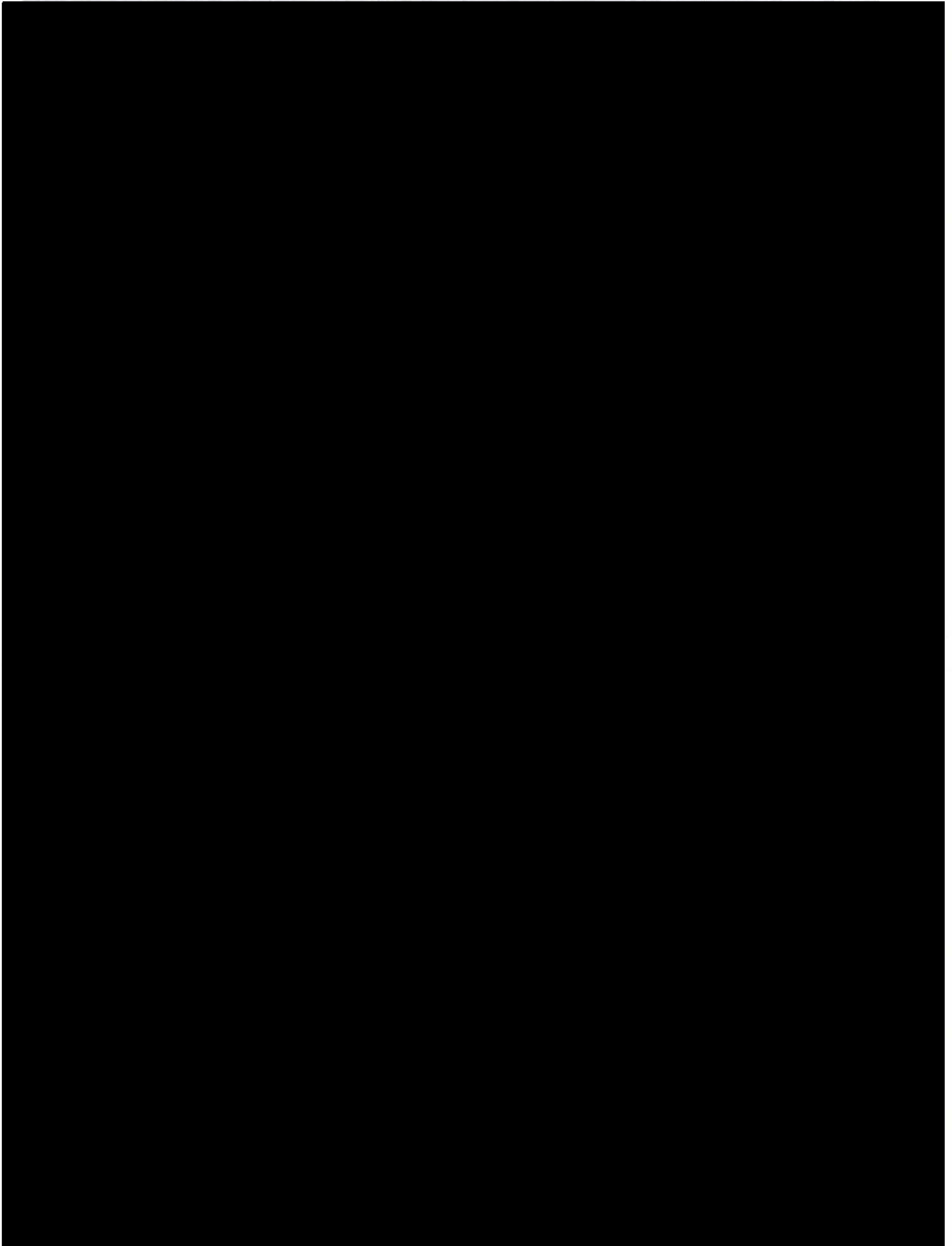
PART 9 SPECIFIED PERSONNEL



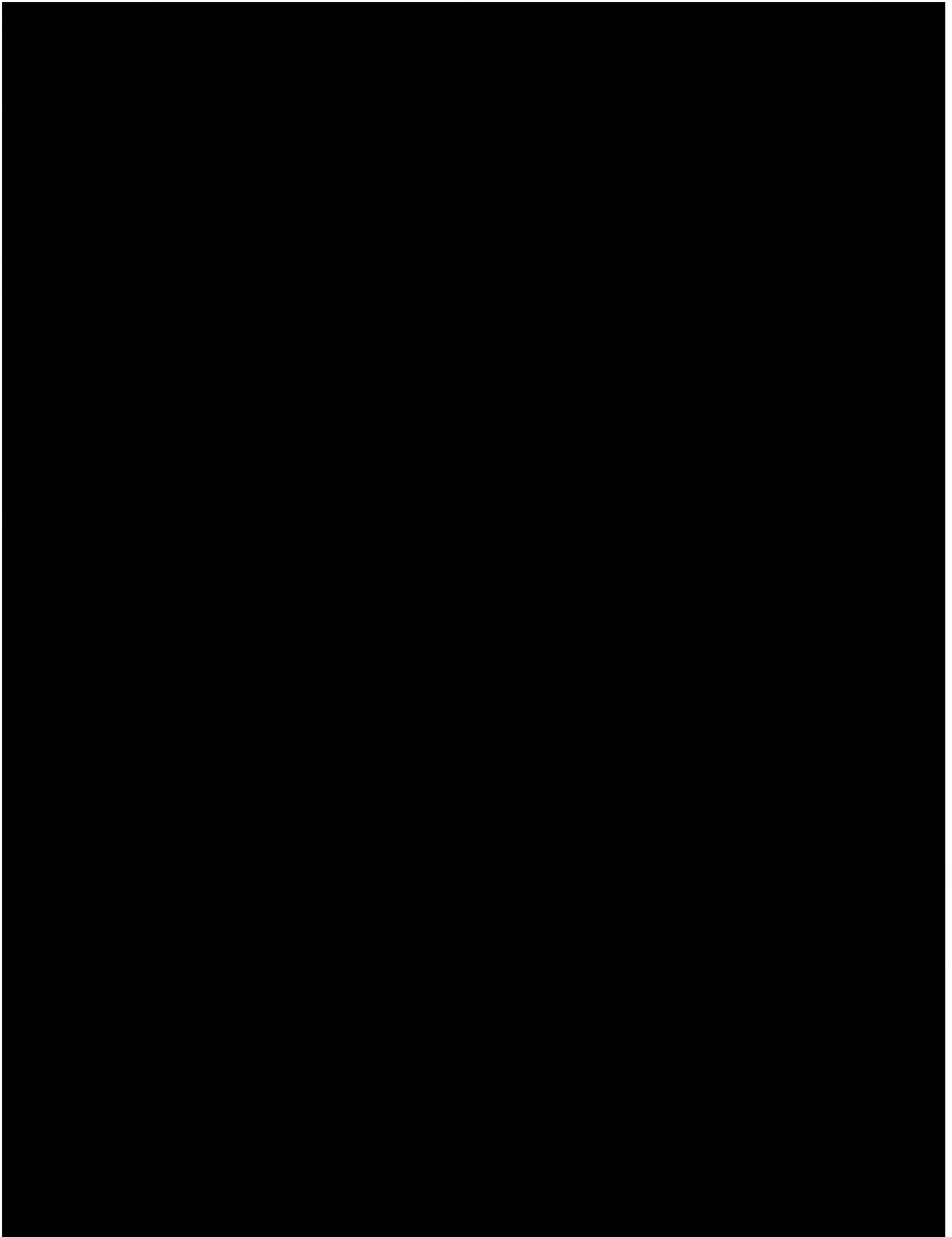
PART 9 SPECIFIED PERSONNEL



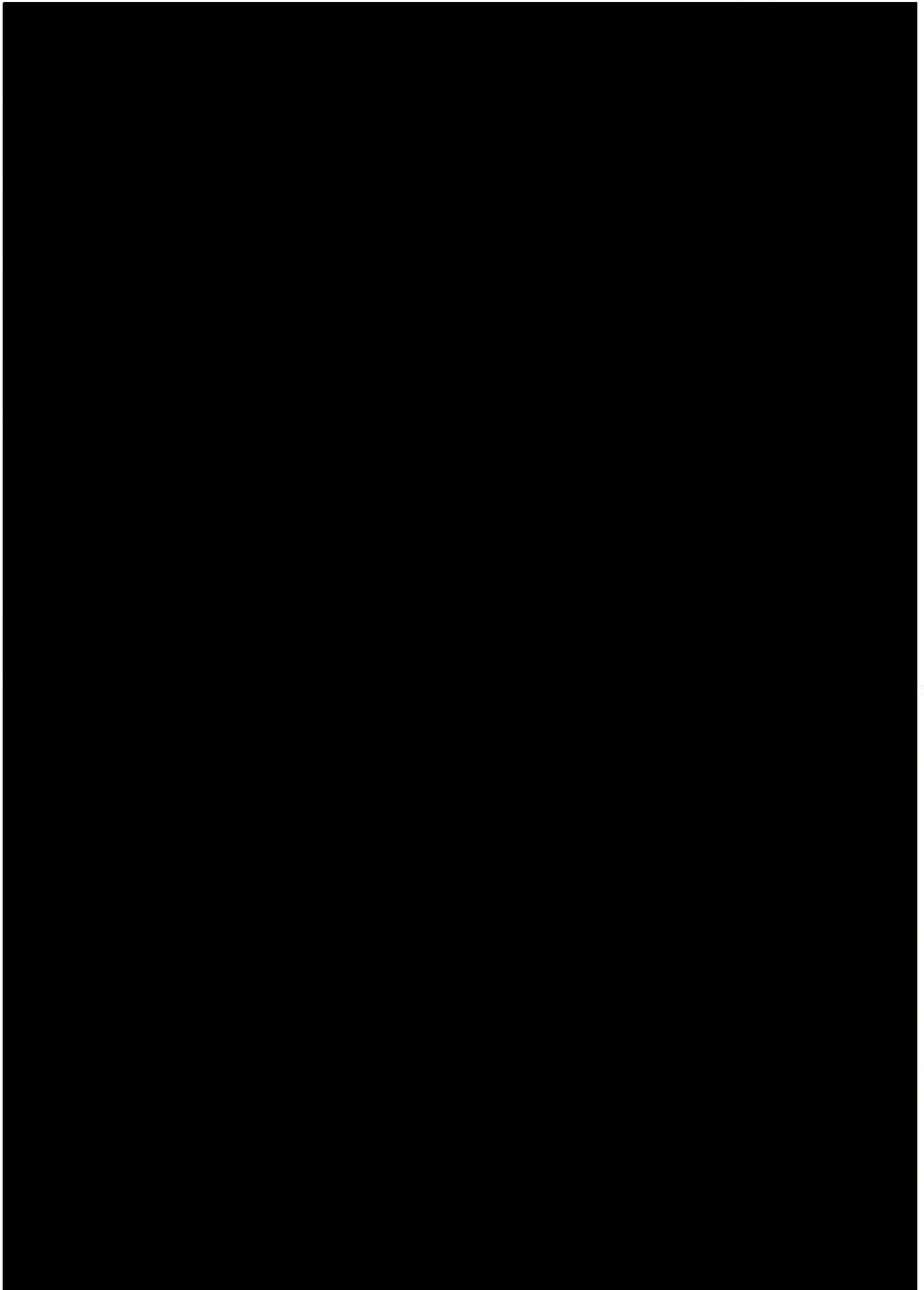
PART 9 SPECIFIED PERSONNEL



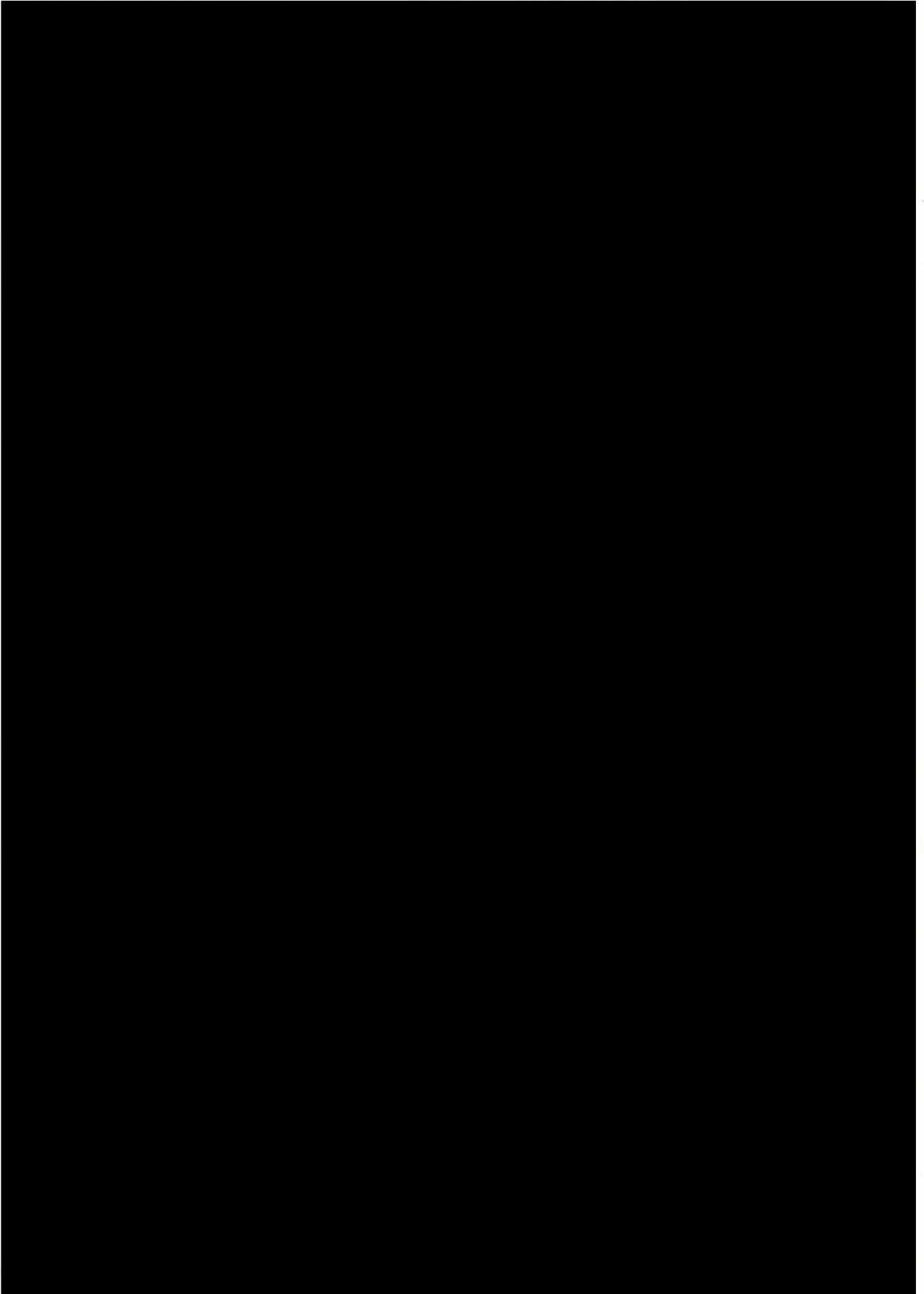
PART 9 SPECIFIED PERSONNEL



PART 9 SPECIFIED PERSONNEL



PART 9 SPECIFIED PERSONNEL



PART 10 PROPOSED SUB-CONTRACTOR'S & SUPPLIERS

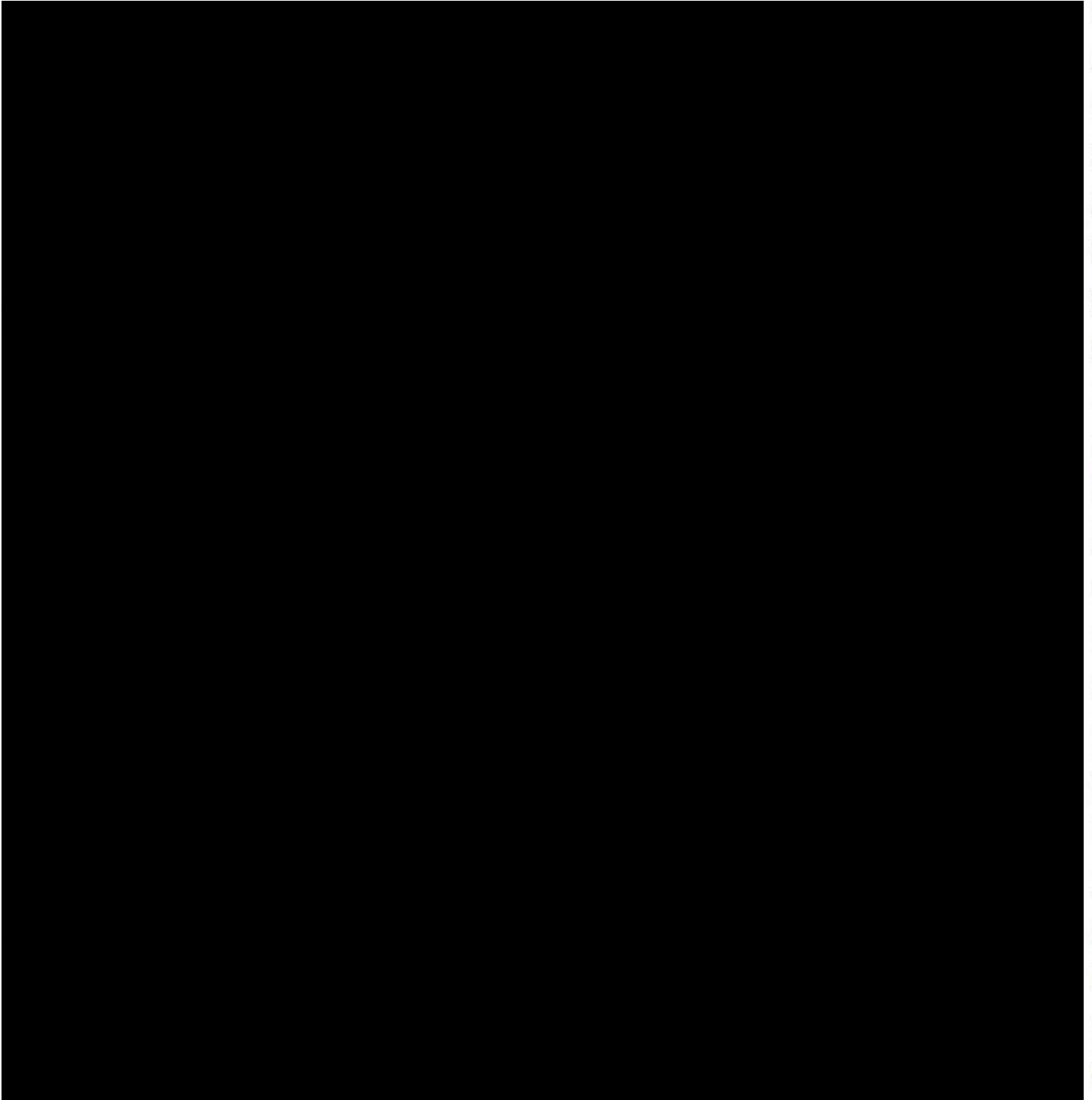
Tenderers must list all proposed sub-contractors and suppliers intended to be engaged by the tenderer in the performance of the work under the Contract.

The following information is to be provided for each sub-contractor or supplier separately:

- Sub-Contractor or Supplier
- Nature of Work



PART 10 PROPOSED SUB-CONTRACTOR'S & SUPPLIERS



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PART 11 ENVIRONMENTAL MANAGEMENT

1. Tenderers must provide details of their environmental systems, accreditations and/or procedures together with the following:
 - Details of initiatives planned and/or undertaken to reduce your environmental impacts, including carbon footprint
 - Examples of environmentally responsible business practices related to this tender
2. Tenderers must provide a full description of the proposed environmental management plan to be implemented as part of this project if applicable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE A – MANUFACTURE AND SUPPLY of the Smartpole®MFP

- 5) Program nominating hold points at end of each stage for City review, feedback and sign-off.

[illegible]

PART 12 PROGRAM - PROPOSED TIMEFRAMES

SCHEDULE B – INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the S3 Light Rail Smartpole®MFPs

- 2) Program showing time for confirming engineering parameters, re-engineering and re-certification and re-documentation (if required)
- 3) Program showing time required for manufacture and supply of fully operational prototype of each pole type within the S3 Light Rail Smartpole®MFP range.

NOTE: The City's preference would be for a maximum lead time of 5 weeks from the date of contract execution to date of supply of fully operational prototype.

NOTE: As a minimum, a delay discount for any delays in supply over 5 weeks from the date of contract execution is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay, limited to a maximum of 6 weeks charges

Program showing the time required to manufacture and provide all tools and moulds required to manufacture complete range of S3 Light Rail Smartpole®MFPs and componentry.

NOTE: The City's preference would be for a maximum lead time of 12 weeks from the date of instruction to provide to date of supply of all tools and moulds.

NOTE: As a minimum, a late delivery discount for any delays in supply over 12 weeks from the date of instruction is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay, limited to a maximum of 6 weeks charges

- 4) Program showing the time required for manufacture and supply of the first order of S3 Light Rail Smartpole®MFPs for the City:
 - a) Any design, checking and certification activities that may be required;
 - b) Preparation of drawings and documentation required to initiate manufacture of S3 Light Rail Smartpole®MFPs and componentry;
 - c) Delivery of first S3 Light Rail Smartpole®MFPs and associated components.
- 5) Program showing time required for supply of subsequent batches of S3 Light Rail Smartpole®MFPs.

NOTE: The City's preference would be for a 8 week lead time (the time from date of the Purchase Order being issued to the date of supply) for supply of Smartpole®MFPs and componentry.

NOTE: As a minimum, a late delivery discount is to apply for any delays in supply over 8 weeks from the date of Purchase Order being issued. This discount is to be (a minimum) of 5% of tendered rates per week delay.
- 6) Program showing time for design/ development of new S3 Light Rail Smartpole®MFPs products and accessories.
- 7) Program nominating hold points at end of each stage for City review, feedback and sign-off.

[illegible]

PART 12 PROGRAM - PROPOSED TIMEFRAMES

SCHEDULE C - INDUSTRIAL DESIGN, PROTOTYPE, MANUFACTURE AND SUPPLY of the Pedestrian Pole

- 8) Program showing time for Industrial design/ development of new Pedestrian Pole products and accessories.

NOTE: The City's preference would be for a maximum lead time of 4 weeks from the date of contract execution to date of supply of fully developed Industrial design.

NOTE: As a minimum, a delay discount for any delays in supply over 4 weeks from the date of contract execution is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay, limited to a maximum of 6 weeks charges

- 9) Program showing time for manufacture of fully operational prototype Pedestrian Pole.

NOTE: The City's preference would be for a maximum lead time of 5 weeks from the date of the City's approval of the Industrial design to date of supply of fully operational prototype

- 10) Program showing the time required to manufacture and provide all tools and moulds required to manufacture complete range of Pedestrian Poles and componentry

NOTE: The City's preference would be for a maximum lead time of 3 months from the date of the City's instruction to supply tools and moulds to date of supply.

NOTE: As a minimum, delay discount for any delays in supply over 5 weeks from the date of instruction is to apply. This discount is to be (a minimum) of 5% of tendered rates per week delay, limited to a maximum of 6 weeks charges

- 11) Program showing the time required for manufacture and supply of the first order of Pedestrian Pole for the City:

- a) Any design, checking and certification activities that may be required;
- b) Preparation of drawings and documentation required to initiate manufacture of Pedestrian Pole and componentry;
- c) Delivery of first Pedestrian Pole and associated components.

NOTE: The City's preference would be for a maximum lead time of 4 months from the date of order to date of supply of the Pedestrian pole.

NOTE: As a minimum, a late delivery discount is to apply for any delays in supply over 4 months from the date of order. This discount is to be (a minimum) of 5% of tendered rates per week delay.

- 12) Program showing time required for supply of subsequent batches of Pedestrian Pole.

NOTE: The City's preference would be for a 8 week lead time (the time from date of the Purchase Order being issued to the date of supply) for supply of Pedestrian poles.

NOTE: As a minimum, a discount for late delivery is to apply for any delays in supply over 8 weeks from the date of Purchase Order being issued. This discount is to be (a minimum) of 5% of tendered rates per week delay.

- 13) Program showing time for design/ development of further new Pedestrian Pole products and accessories.

- 14) Program nominating hold points at end of each stage for City review, feedback and sign-off.

PART 13 QUALITY AND OPERATIONS PLAN

Tenderers must set out the proposed methodology and sequence for services to be performed under the Contract.

All deliveries must come with a detailed inventory of what is supplied and all packages clearly labelled.

[REDACTED]

[REDACTED]

[REDACTED]

SUMMARISED SERVICE FUNCTION DESCRIPTIONS

[REDACTED]

[REDACTED]

DESIGN

[REDACTED]

[REDACTED]

ORDER CONFIRMATION

[REDACTED]

[REDACTED]

PROCUREMENT

[REDACTED]

[REDACTED]

[REDACTED]

PART 13 QUALITY AND OPERATIONS PLAN

PRODUCTION MANAGEMENT

[REDACTED]

QUALITY CONTROL - PRODUCTION

[REDACTED]

LOGISTICS

[REDACTED]

ASSEMBLY

[REDACTED]

DELIVERY

[REDACTED]



PART 14 PROPOSED SCHEDULE OF STORAGE OF POLES UNTIL REQUIRED BY COUNCIL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

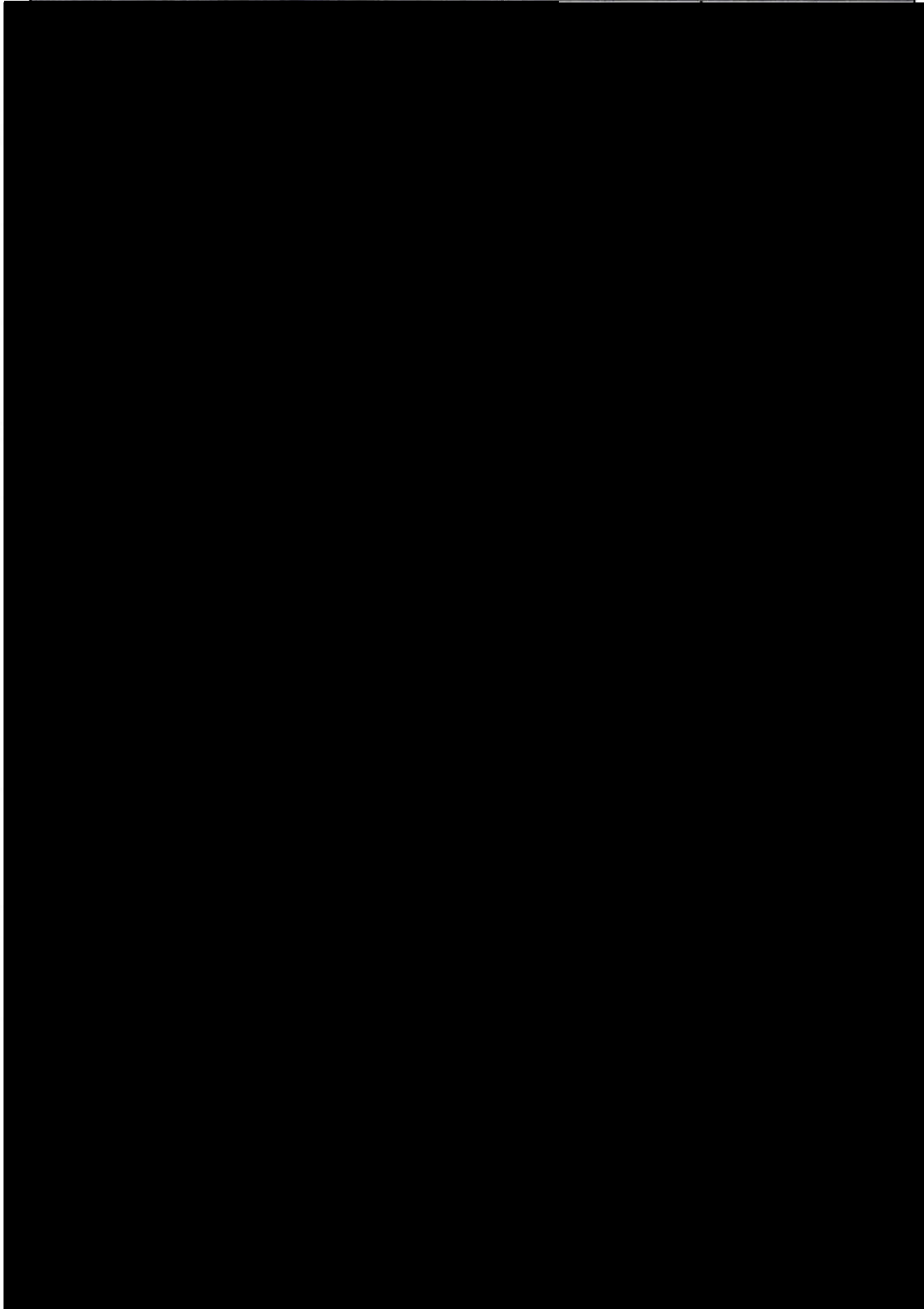
[REDACTED]

[REDACTED]

[REDACTED]

PART 14 PROPOSED SCHEDULE OF STORAGE OF POLES UNTIL REQUIRED BY COUNCIL

Finished Smartpole Item	Minimum Stock Level Held by HUB in Sydney (97.5% Confidence Level)	Minimum Stock Level Held by HUB and its Suppliers (99.5% Confidence Level)
-------------------------	---	---



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Smartpole Assembly Storage Facility



PART 15 WARRANTIES

Tenderers must list detailed warranty periods for each individual pole types and accessories. The warranty must include for the supply of all parts required, labour and plant to rectify any and all quality issues

NOTE: It is expected that the minimum warranty will be 25 years. This represents the period during which the lighting column should be expected to be used for its intended purpose with anticipated maintenance but without substantial repairs being necessary.

HUB MFP WARRANTY

[REDACTED]

- 1 [REDACTED]
- 1 [REDACTED]
- 1 [REDACTED]

[REDACTED]

- 1 [REDACTED]
- 1 [REDACTED]
- 1 [REDACTED]
- 1 [REDACTED]
- 1 [REDACTED]
- 1 [REDACTED]

PERIOD OF WARRANTY

[REDACTED]

THIRD PARTY COMPONENTS

[REDACTED]

TRANSFER OF WARRANTY

[REDACTED]

WARRANTY SERVICE

[REDACTED]

PART 16 WORK, HEALTH & SAFETY (WHS)

The City's WHS Responsibilities under this Contract

As part of its duty of care obligations, the City requires the successful bidder employed by the City under this contract to comply with WHS Legislation, Australian Standards, relevant Codes of Practice and the City's WHS Policy in accordance with:

- The legislative obligations placed upon all persons conducting a business or undertaking with respect to the Work, Health and Safety Act 2011 and Work, Health and Safety Regulation 2011
- The City's WHS Policy available through City's website at http://www.cityofsydney.nsw.gov.au/data/assets/pdf_file/0003/114573/Policy-WHS-Policy.pdf

The City will monitor the contract for its duration to ensure that the Contractor manages the project effectively, meets the City's WHS requirements and complies with the relevant WHS legislation to ensure that the Contractor, the City, nor their workers or others in the workplace are placed at risk of injury, illness or prosecution.

The Contractor's WHS Responsibilities under this Contract

The Contractor must demonstrate their safe systems of work are sufficient for the process, and maintain these arrangements for the duration of the agreement. This includes:

INJURY AND INCIDENT MANAGEMENT

The Contractor must develop and maintain a reporting and corrective action system and register of all injuries and incidents that occur in relation to the delivery of services under this agreement.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor must provide, record and maintain PPE for its workers.

RISK ASSESSMENTS

A risk assessment of the services under the contract must be prepared by the Contractor and reviewed annually. This assessment must form part of the Operations Plan.

SAFE WORK METHOD STATEMENTS

A documented safe system of work shall be developed and implemented. This is to be provided for all works other than office based administrative services and shall be received and reviewed by the City.

SITE INDUCTIONS AND TRAINING

The Contractor must develop and maintain a package of site induction and training that is applicable to all staff working on the City's sites. A register of completed inductions and training must be kept by the Contractor for the duration of the agreement.

STAFF INDUCTIONS

Appropriate levels of WHS Induction shall be provided to, or, carried out by the Contractor which will be documented and maintained throughout the contract.

TRAFFIC MANAGEMENT

Traffic management activities will be the responsibility of the Contractor for sites under their control.

RECORD MANAGEMENT

The Contractor must maintain work health and safety records in an appropriate format.

INSPECTION, TESTING AND MAINTENANCE

The contractor must maintain and inspect plant and equipment to ensure it is in a safe working order.

HAZARDOUS CHEMICALS

The Contractor must label, store, decant, handle and transport chemicals in accordance with the safety data sheet.

PART 16 WORK, HEALTH & SAFETY (WHS)

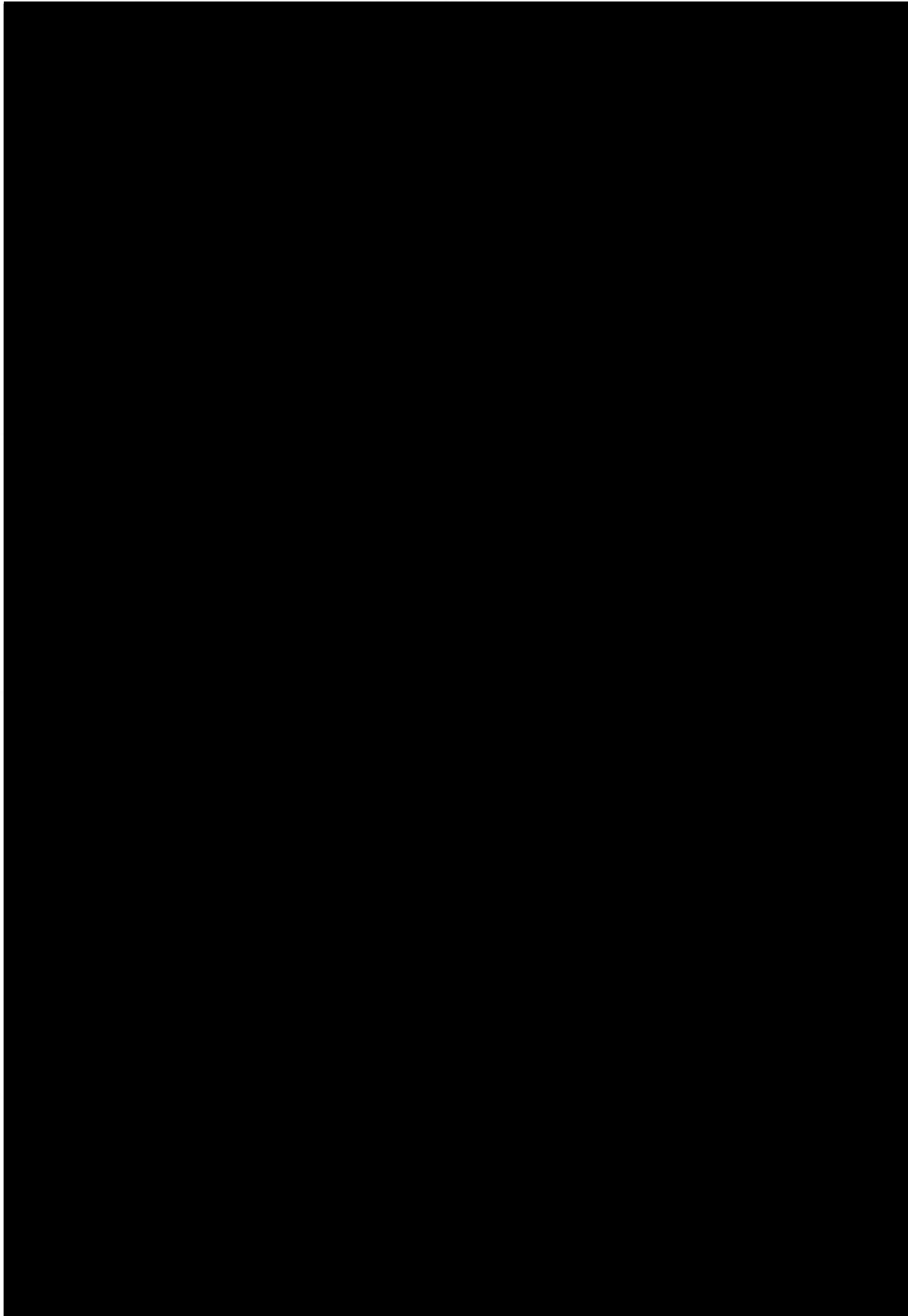
DISCLAIMER

The provided WHS information in this specification does not reduce the responsibilities of the selected Contractor in identifying hazards and assessing and controlling the risks associated with the proposed works. The information is provided for assistance to the Contractor only.

ITEM	RESPONSE
Advise how you will manage the work health and safety risks outlined within the contract documentation and indicative risk assessment (maximum 5 pages).	
List the number of lost time injuries for the last financial year	
What was your lost time injury severity rate (LTISR) for the last financial year	
What was your lost time injury frequency rate (LTIFR) for the last financial year	
Provide details of any prosecutions or improvements notices issued for WHS offences in any State, Territory or Commonwealth jurisdiction. Explain what prosecution or improvement notice was issued and what measures (e.g. additional controls) were put in place to address these issues.	



1.1.1 Work Health and Safety Policy

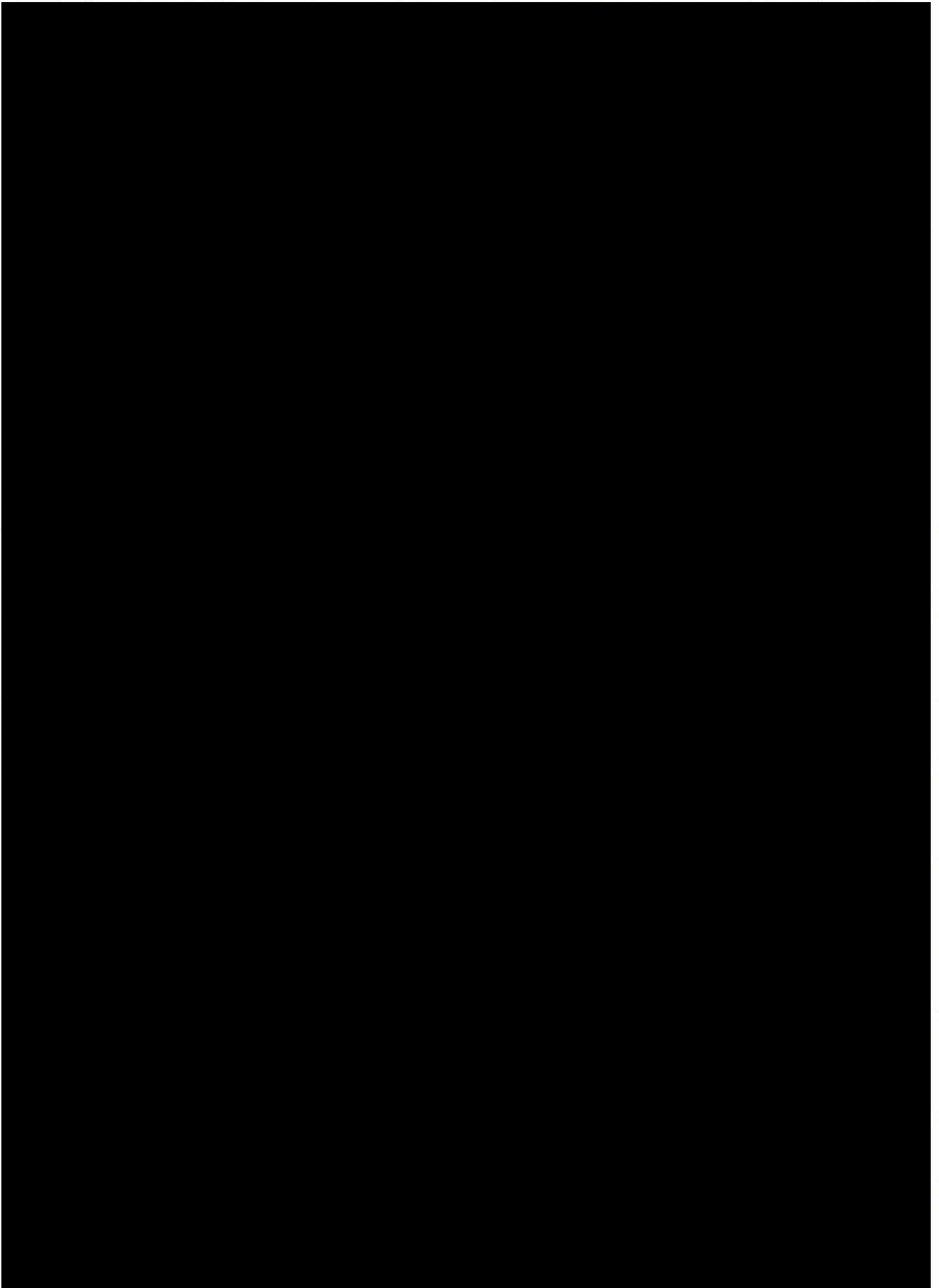


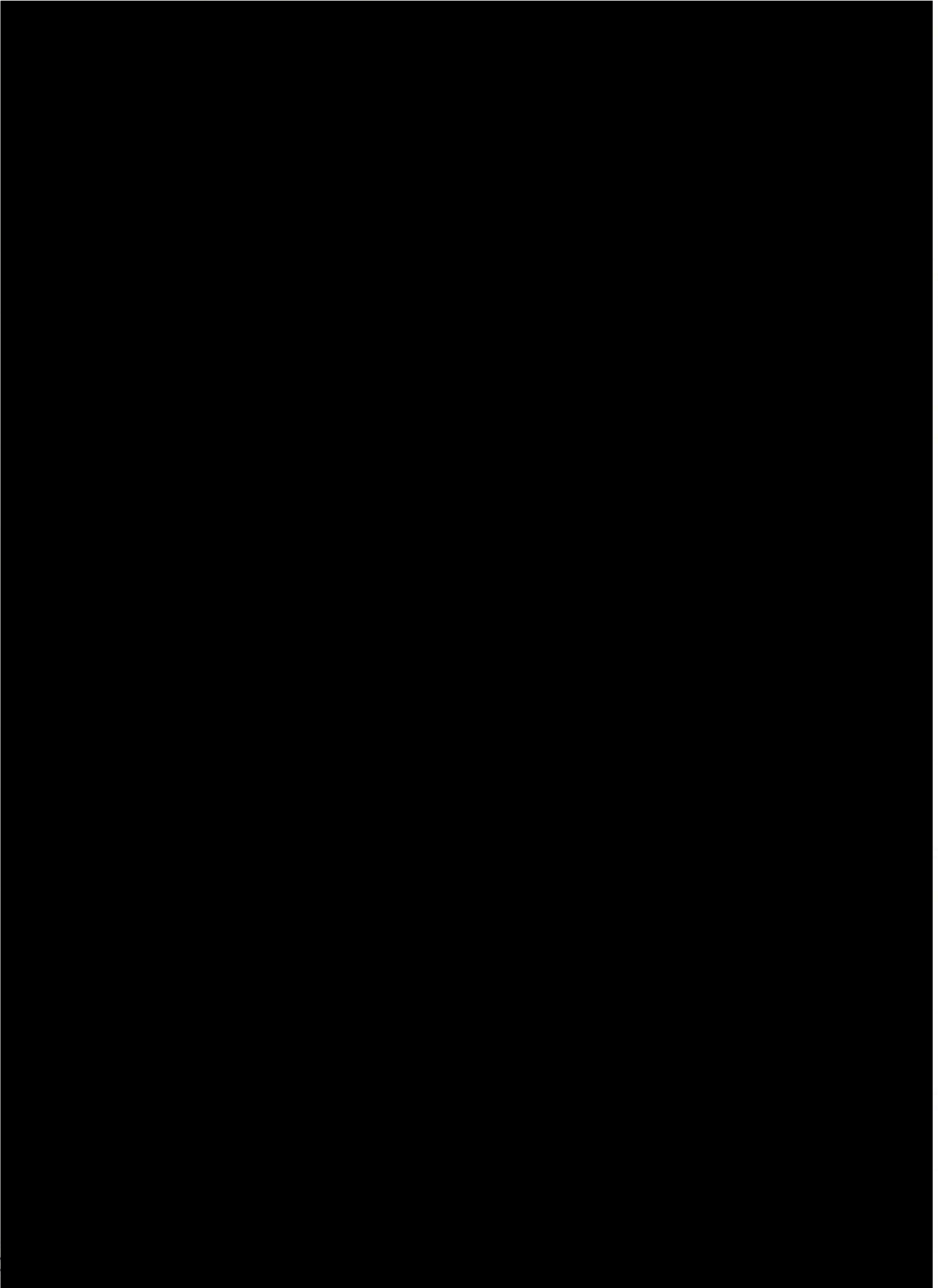
03 / S3B PROTOTYPE



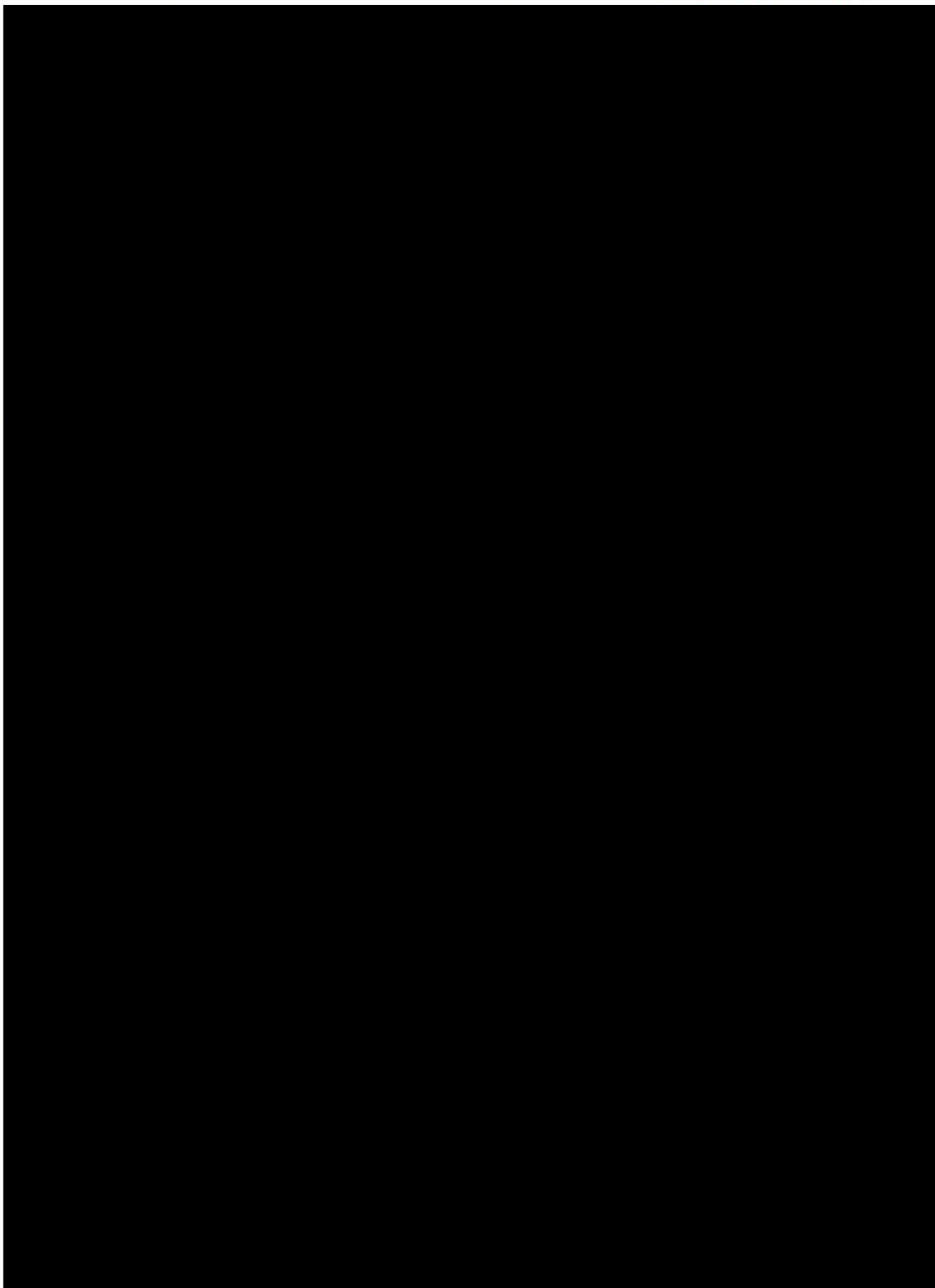
CITY OF SYDNEY  
HUB
STREET EQUIPMENT

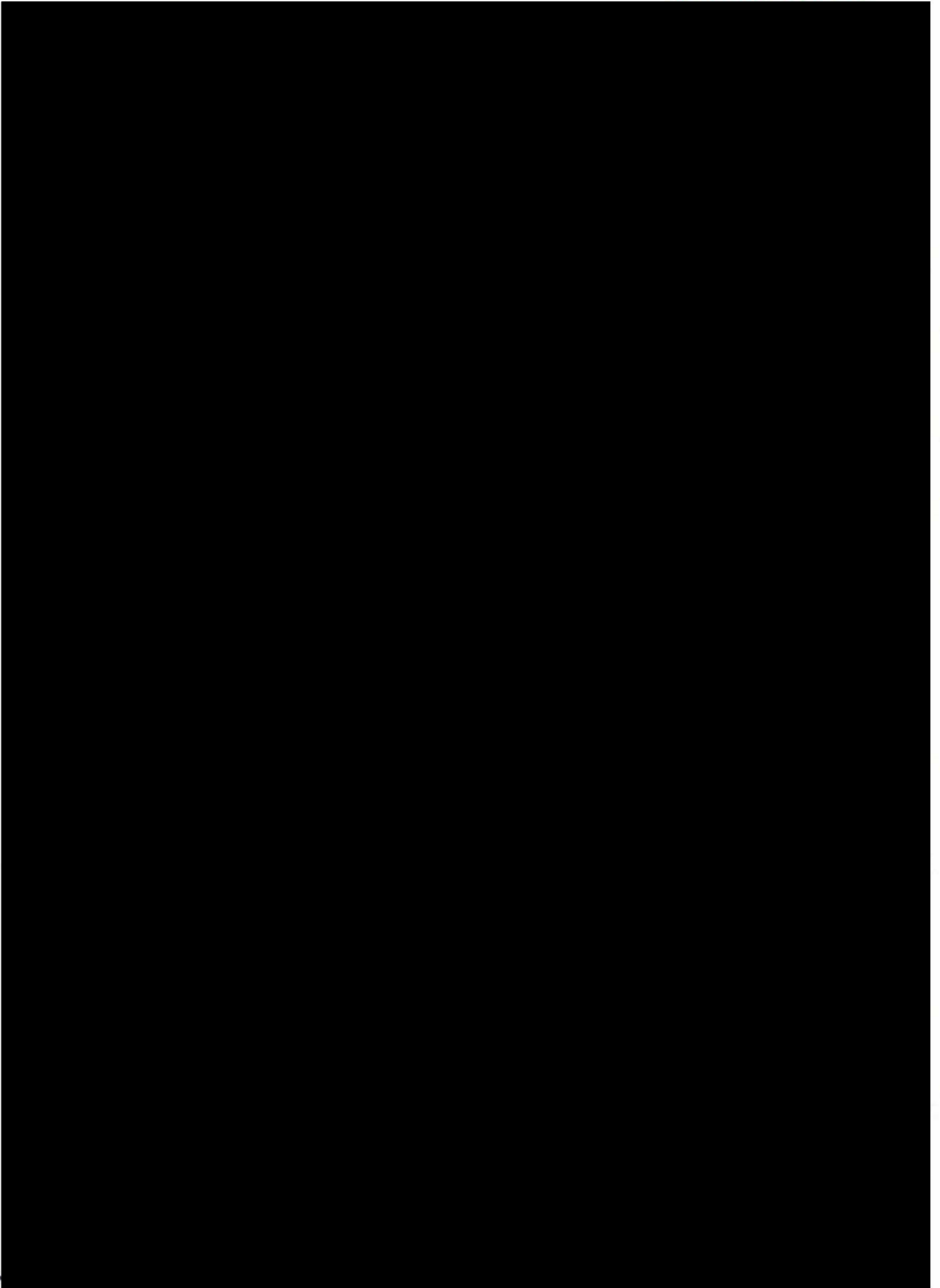




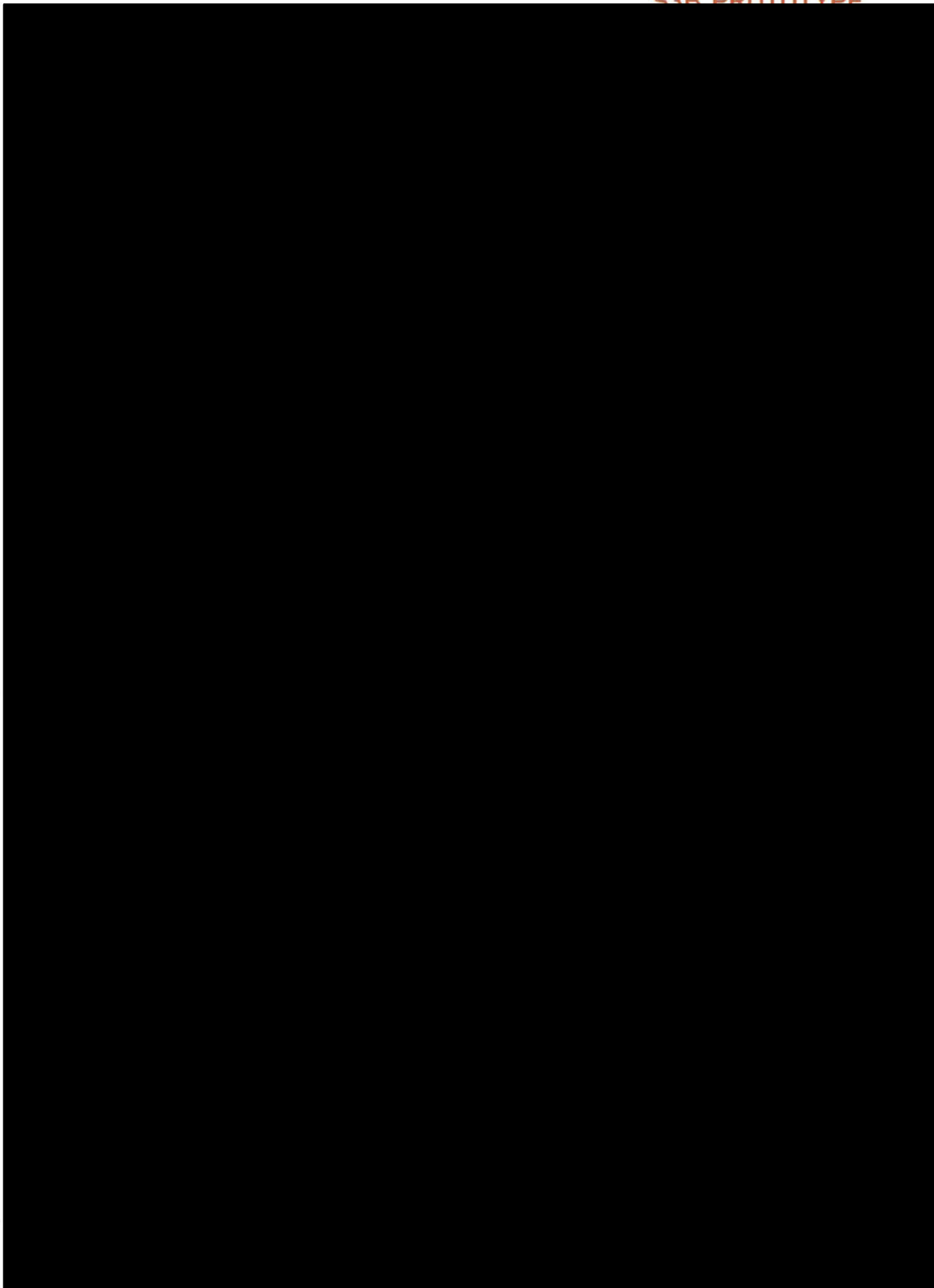


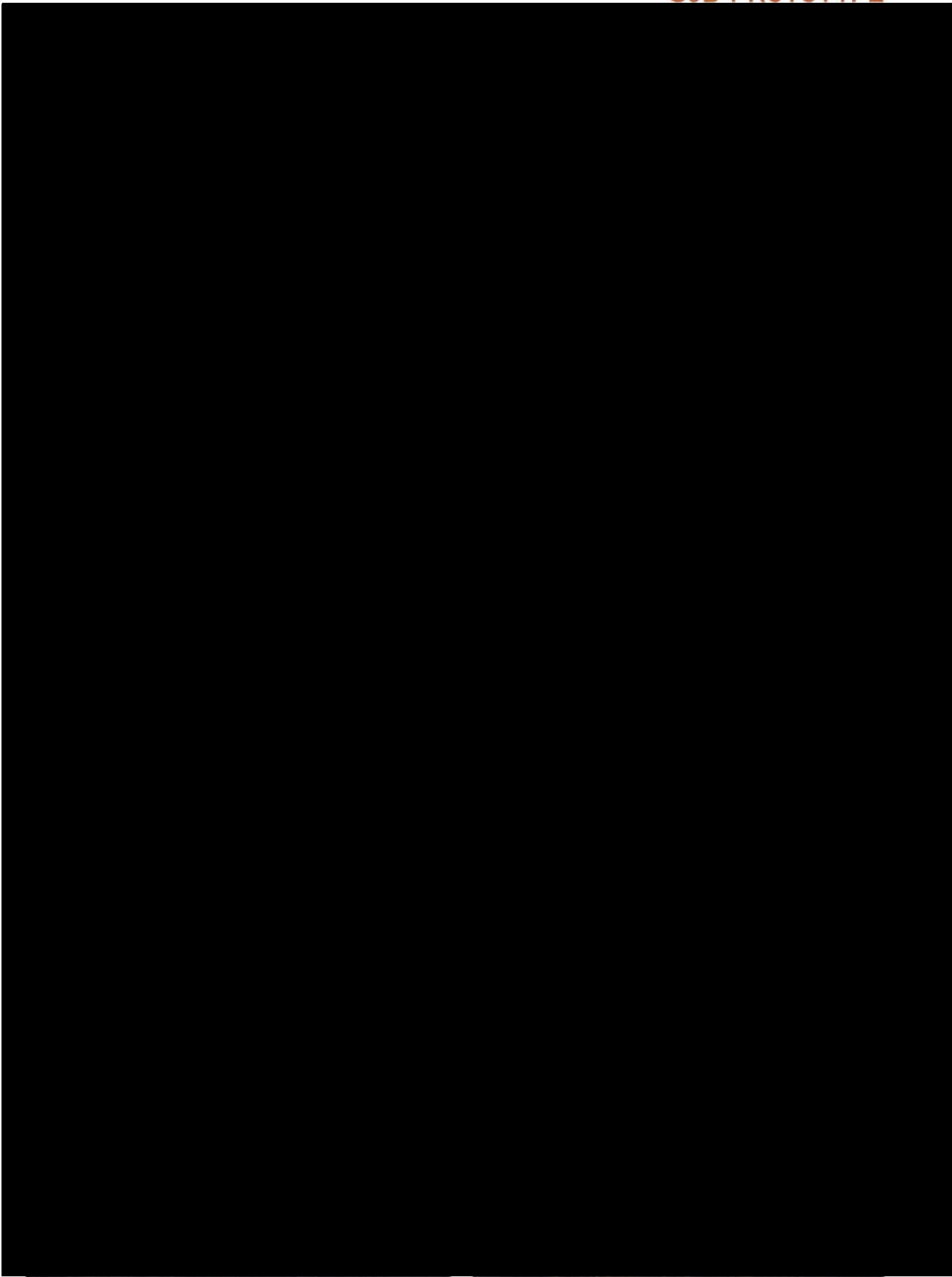
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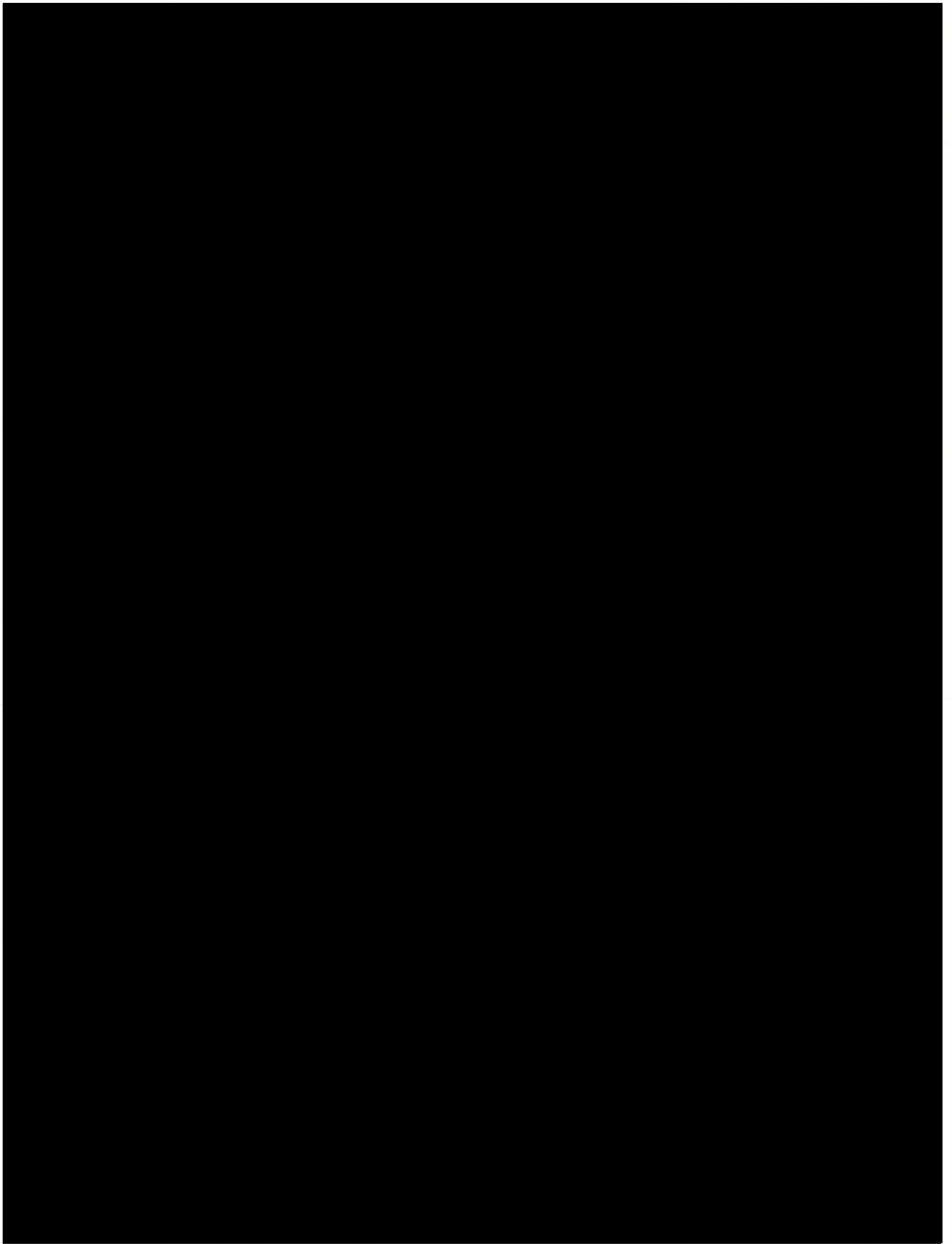


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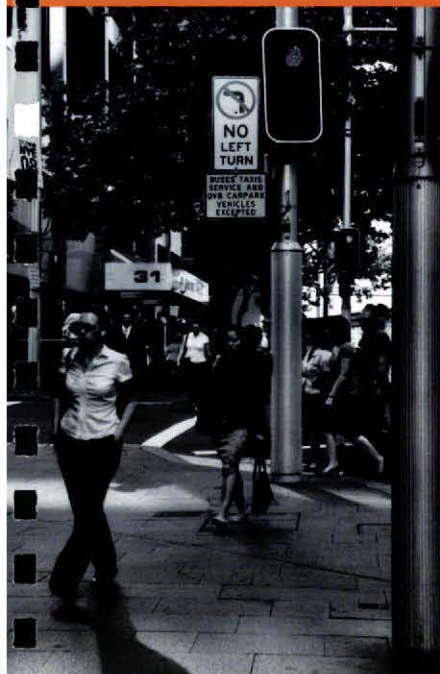




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04 / PEDESTRIAN POLE PROTOTYPE

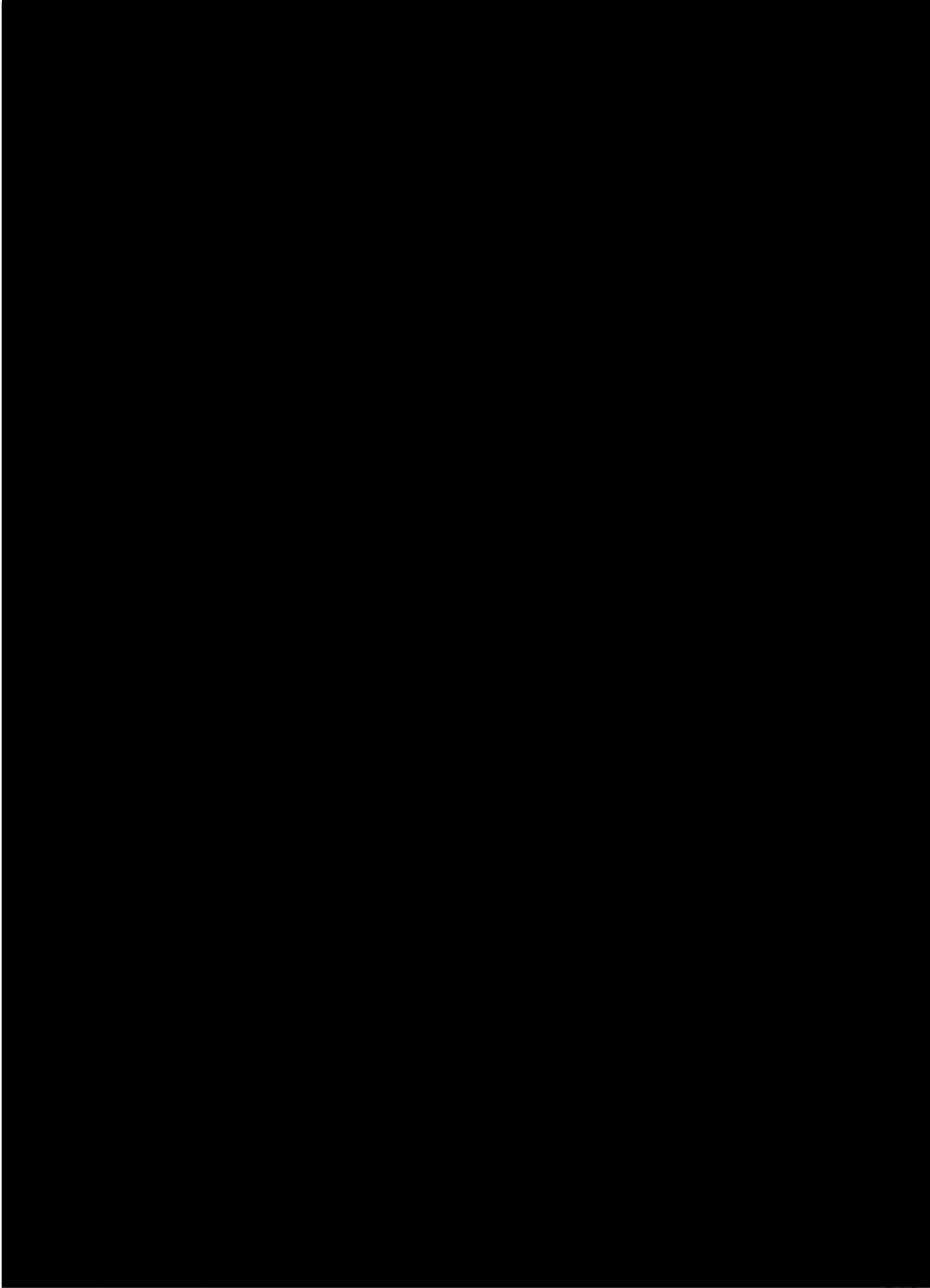


CITY OF SYDNEY  
HUB
STREET EQUIPMENT

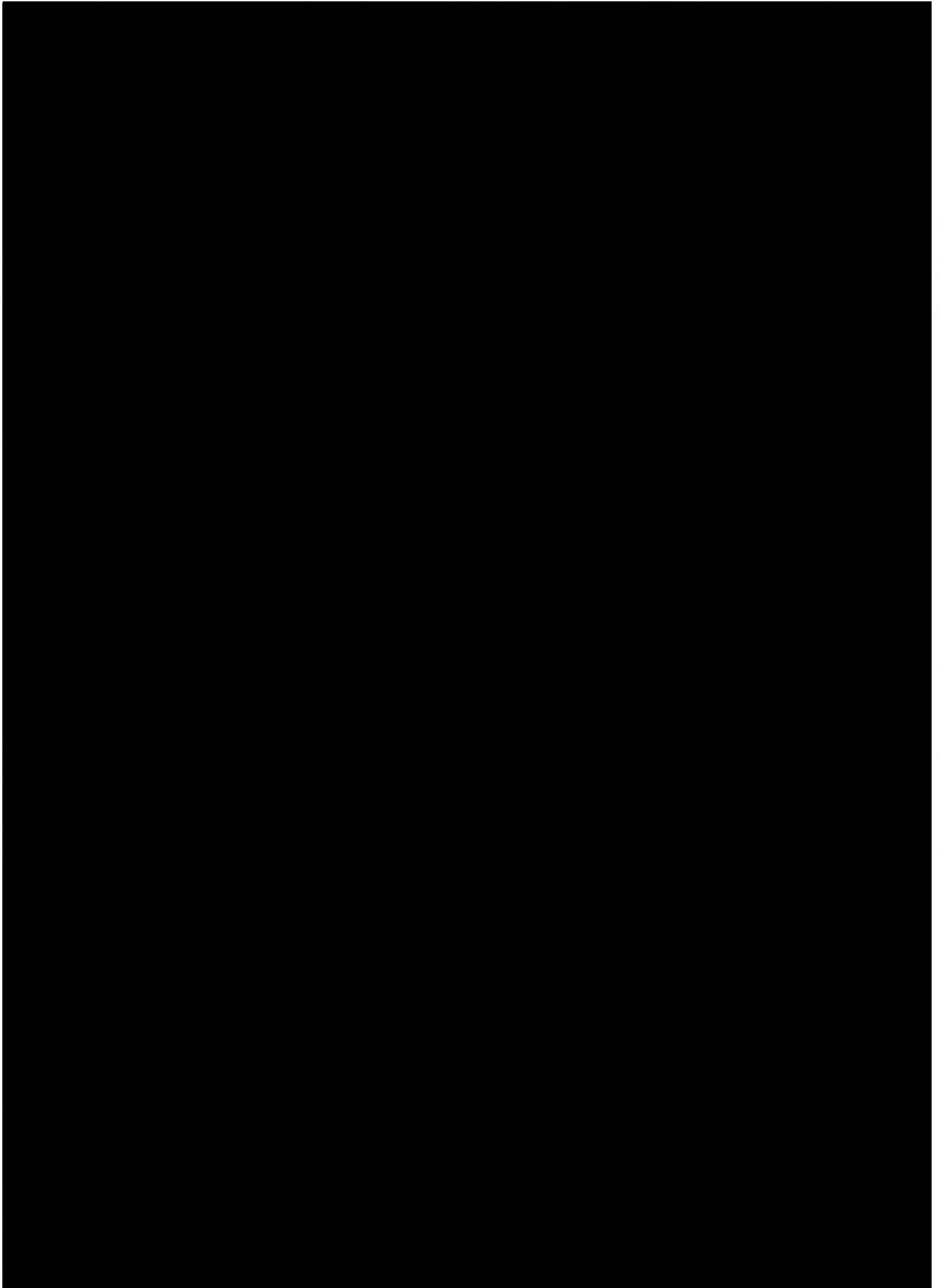


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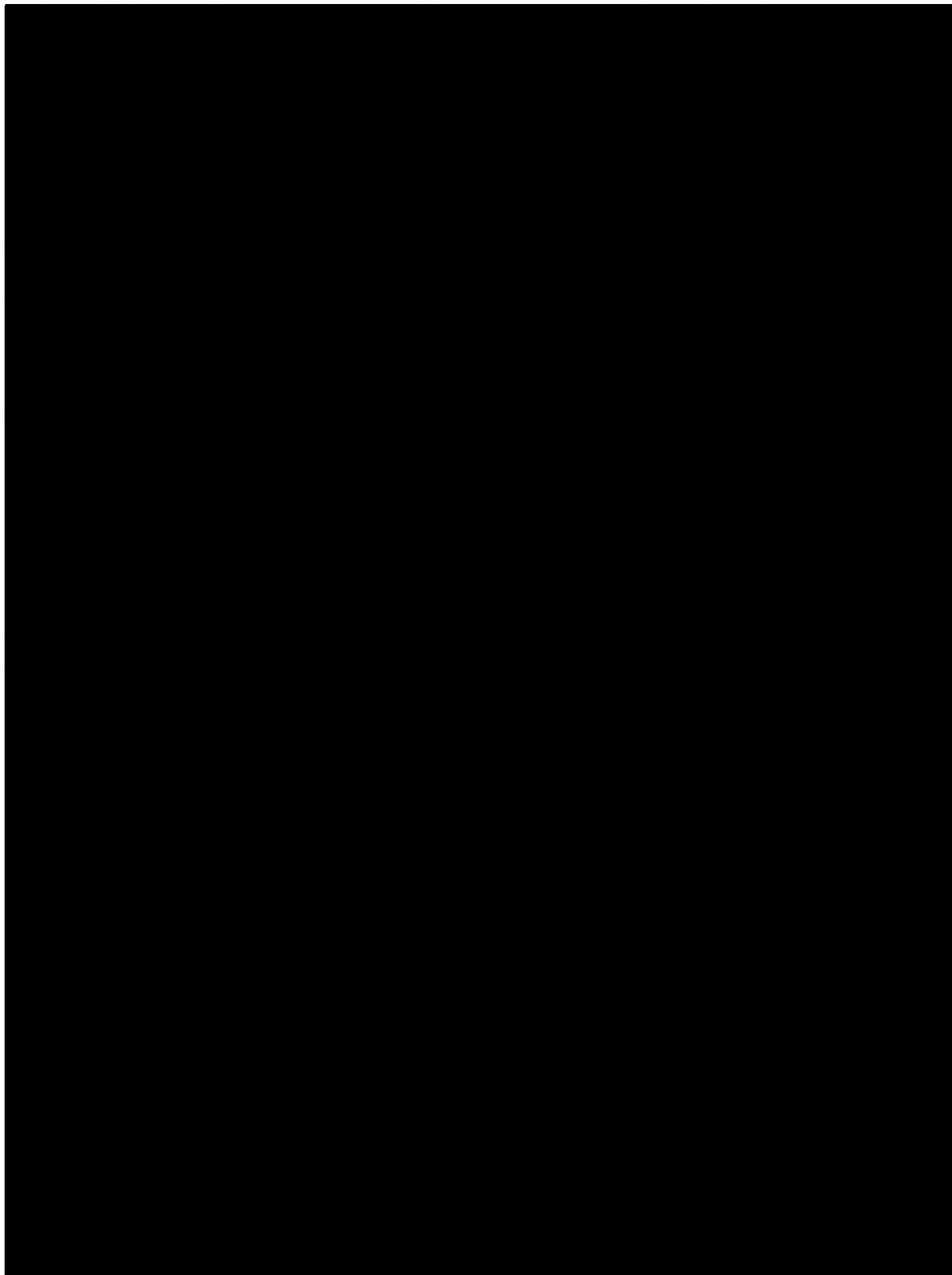
PEDESTRIAN POLE PROTOTYPE



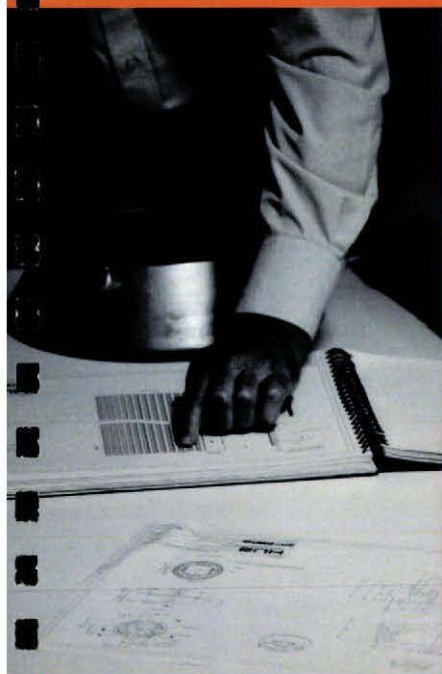
PEDESTRIAN POLE PROTOTYPE



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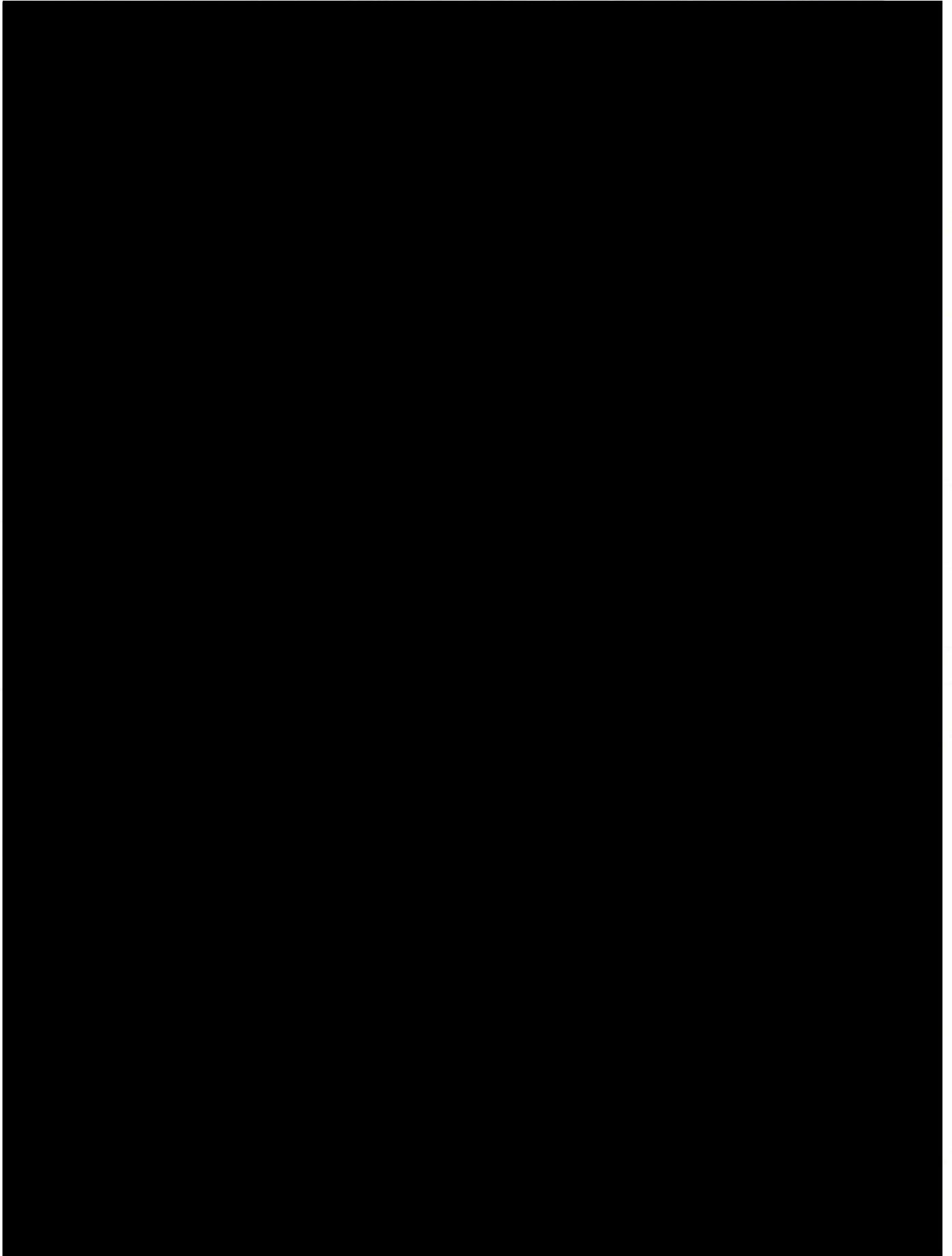


05 / FINANCIAL CAPABILITY



CITY OF SYDNEY  
HUB
STREET EQUIPMENT



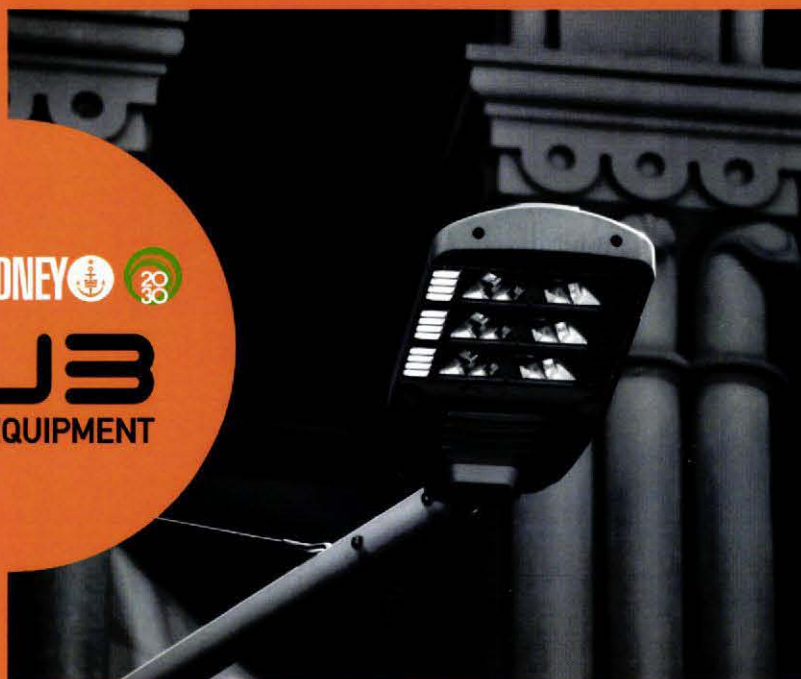


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06 / APPENDICES



CITY OF SYDNEY  
HUB
STREET EQUIPMENT



19


HUB

PROJECT MANAGEMENT PLAN

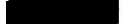


Client: City of Sydney

Project Name: Manufacture & Supply S1 & S2
Smartpoles


HUB Project No.: 9440

Incorporating:

Project Quality PLAN
Project Occupational Health & Safety PLAN
Project Environmental PLAN

Prepared by: 	Signature	Date
Checked by: 	Signature	Date
Authorised by: 	Signature	Date

Distribution List

Copy No.	Issued To	Date	Name
1	City of Sydney	27.01.15	
2	HUB Project Management	27.01.15	
3			
4			
5			
6			

Controlled Copy No: 001

HUB PROJECT MANAGEMENT PLAN – Manufacture & Supply of S1 & S2 Smartpoles

SCHEDULE OF AMENDMENTS

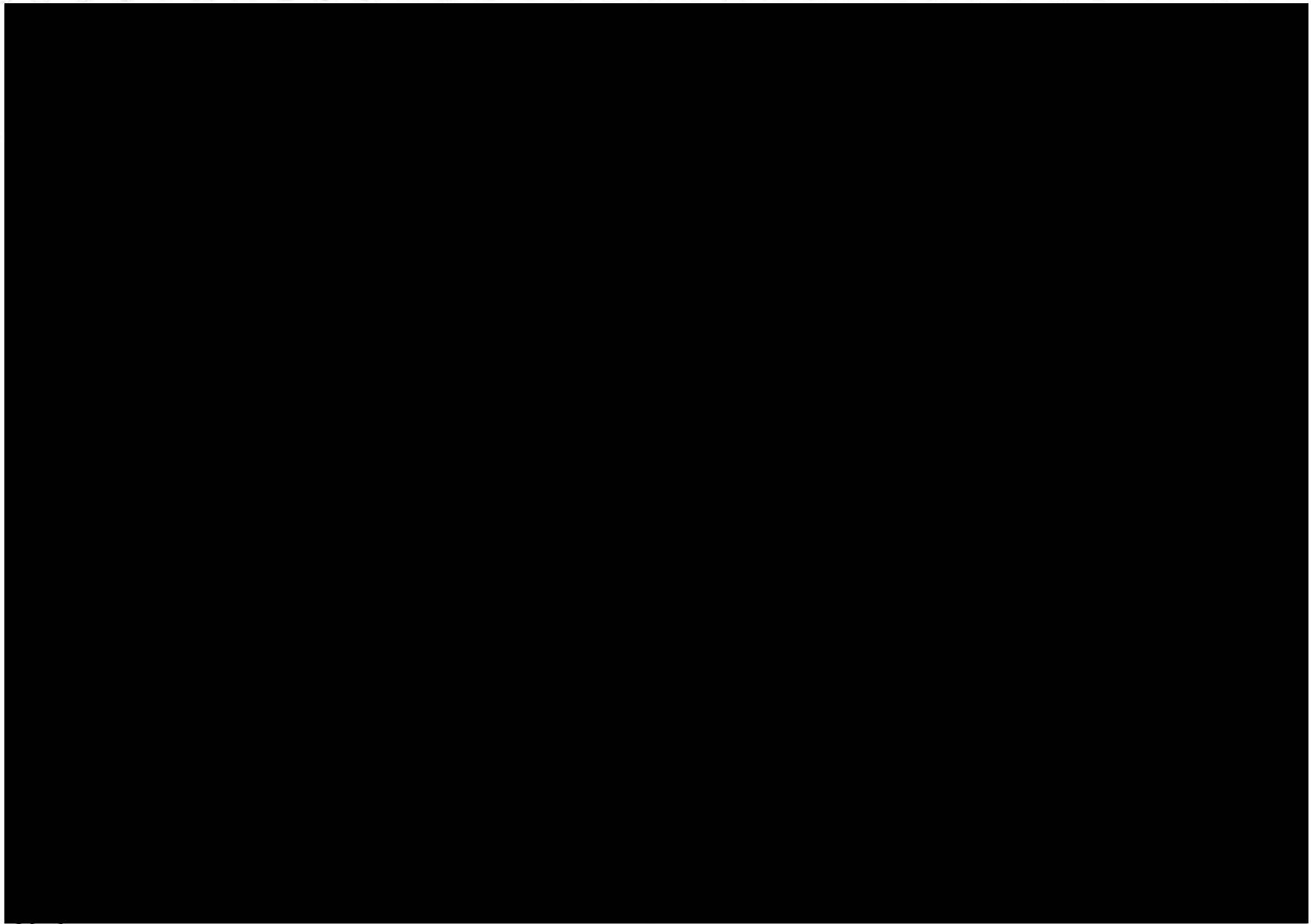
Rev #	Revision Date	DOCUMENT & NATURE OF CHANGE
A	27.01.15	Original

Document Reference	F/7.1/001.1/1A	Page	ii
Document issue Date	27.01.15	Approved By:	HUB General Manager

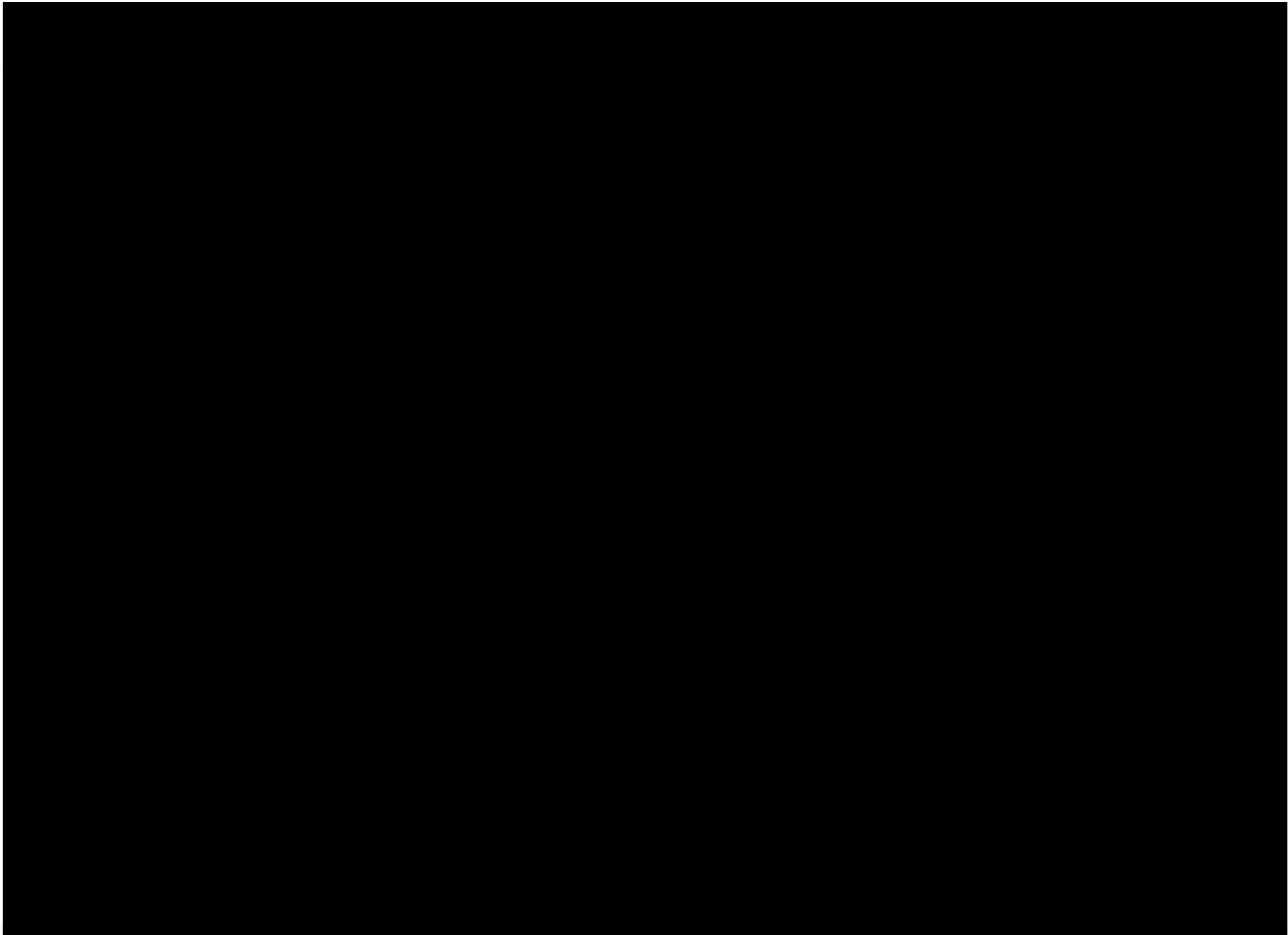


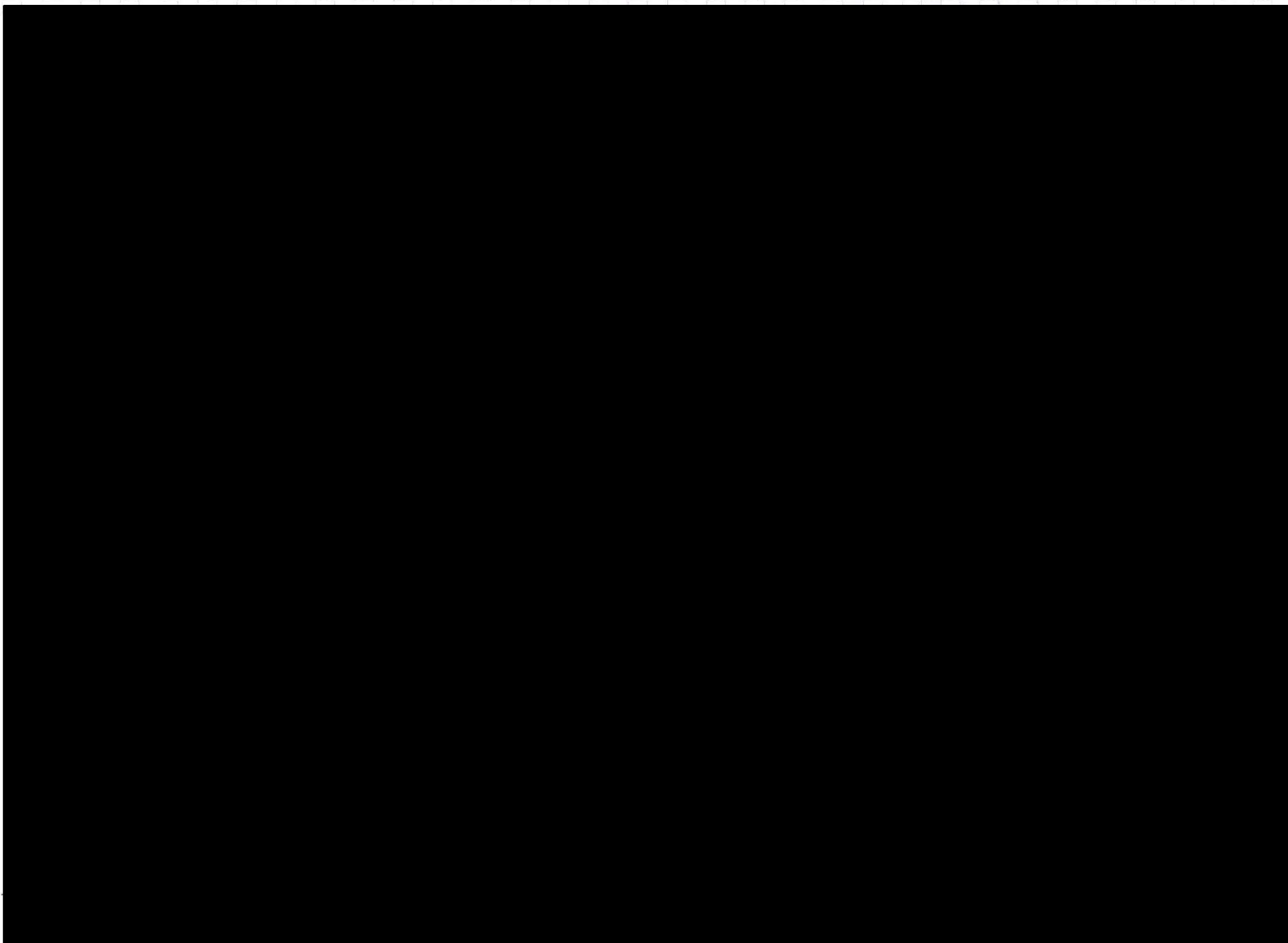
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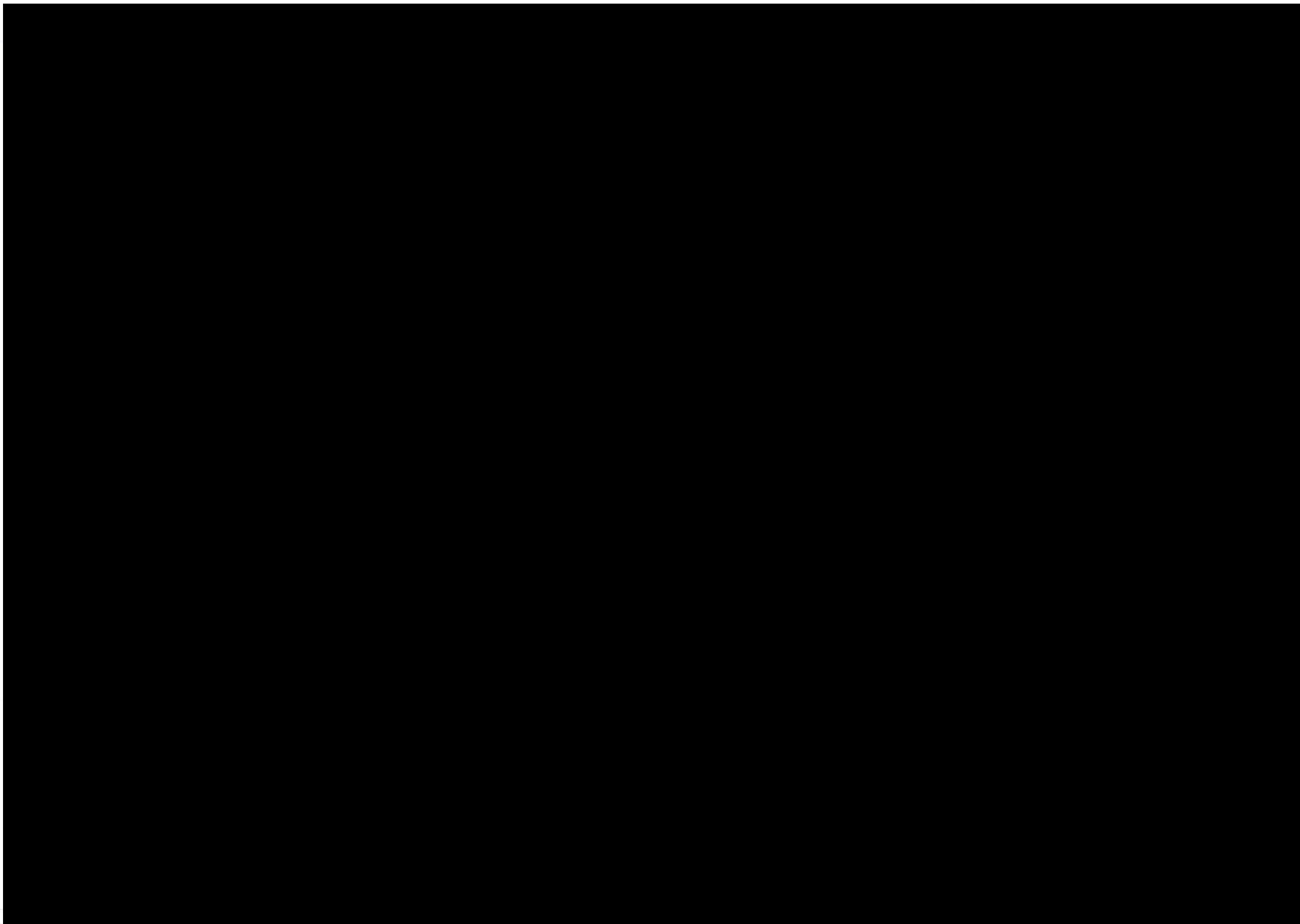
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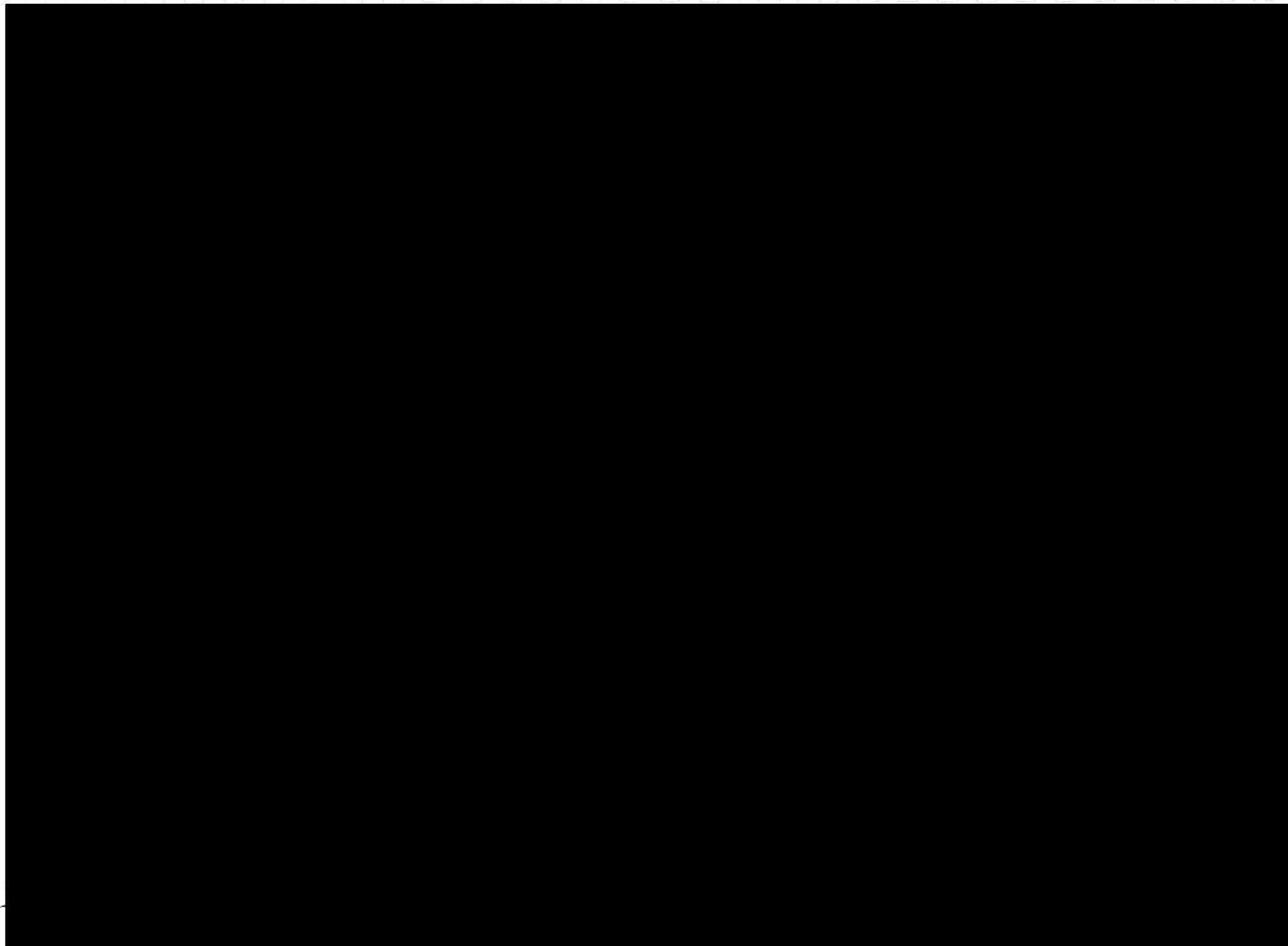


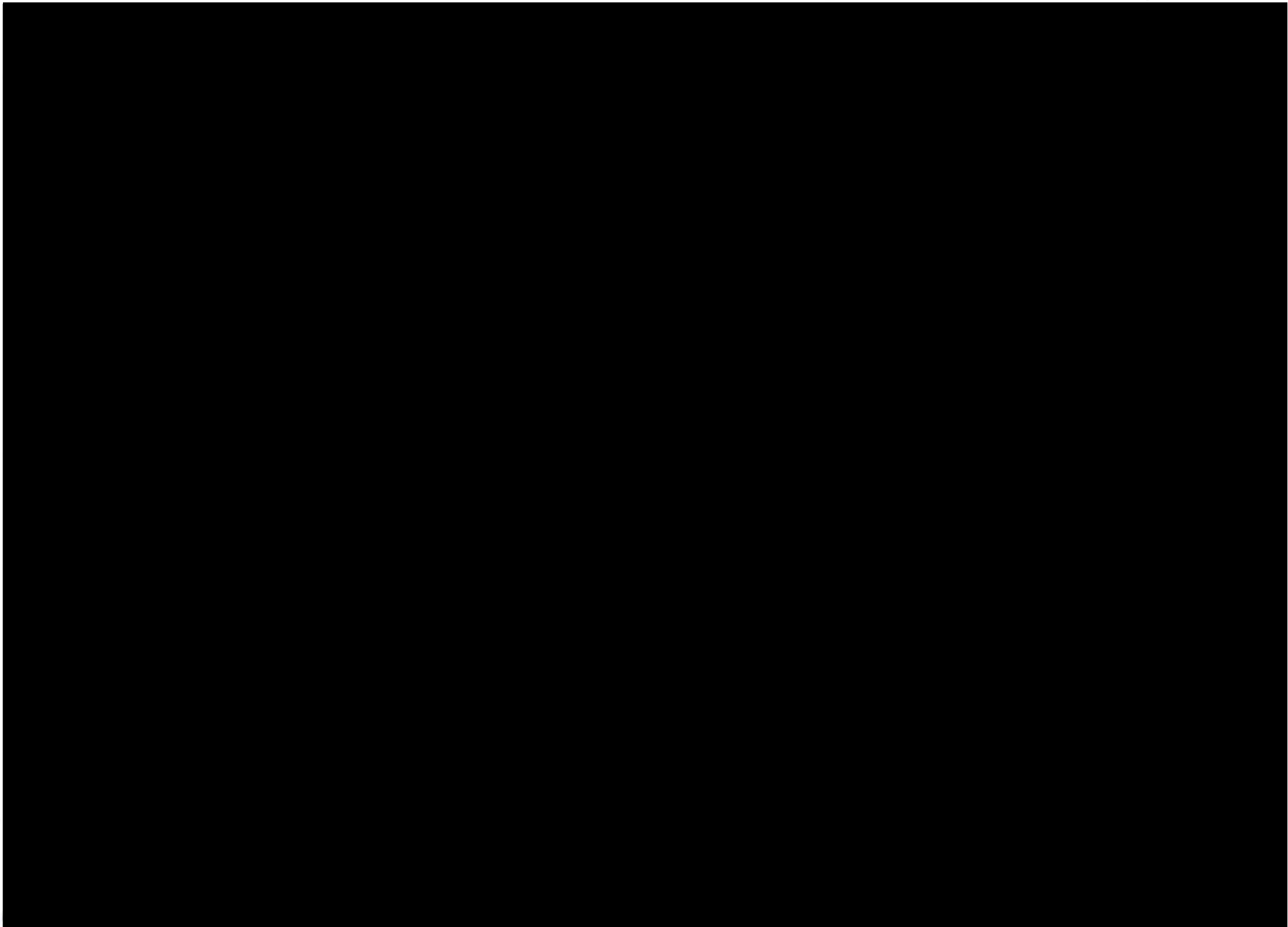






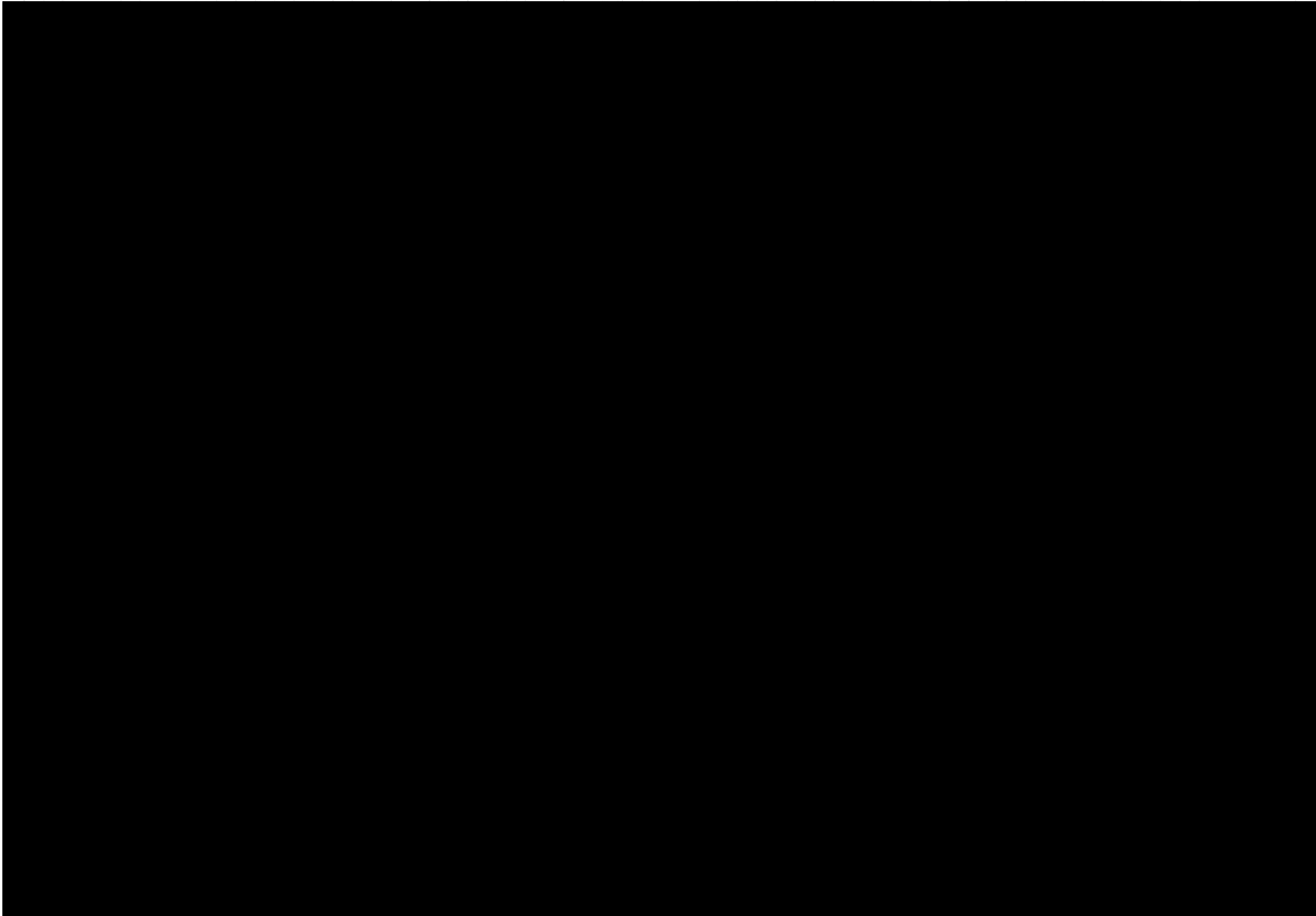












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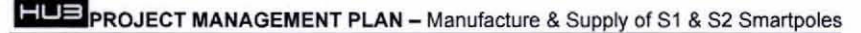
HUB Project No.: 9440

Incorporating:
Project Quality PLAN
Project Occupational Health & Safety PLAN
Project Environmental PLAN

Prepared by: [REDACTED]	Signature _____	Date _____
Checked by: [REDACTED]	Signature _____	Date _____
Authorised by: [REDACTED]	Signature _____	Date _____

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2	HUB Project Management	27.01.15	Jeff Brooker
3			
4			
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SCHEDULE OF AMENDMENTS

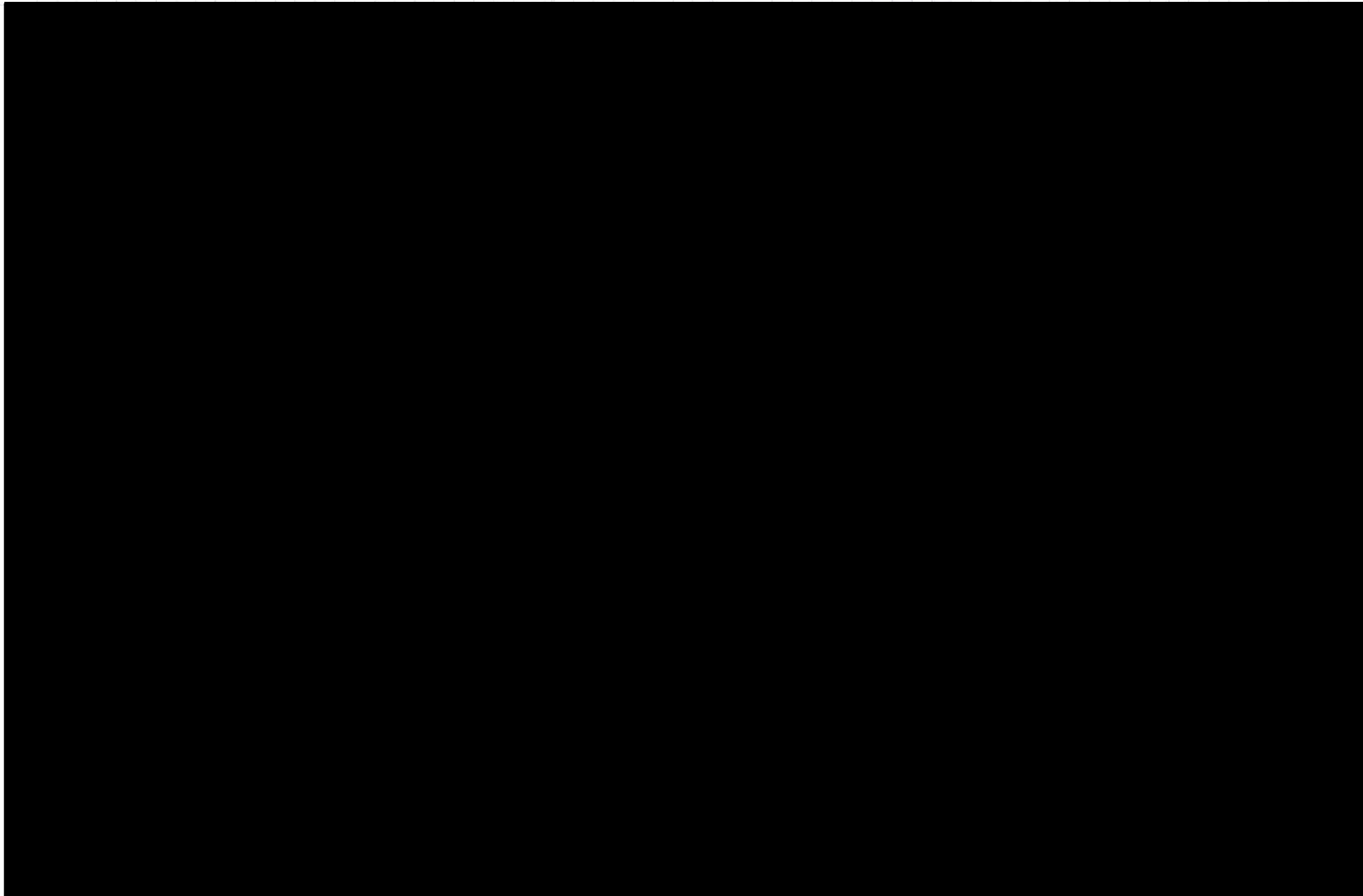
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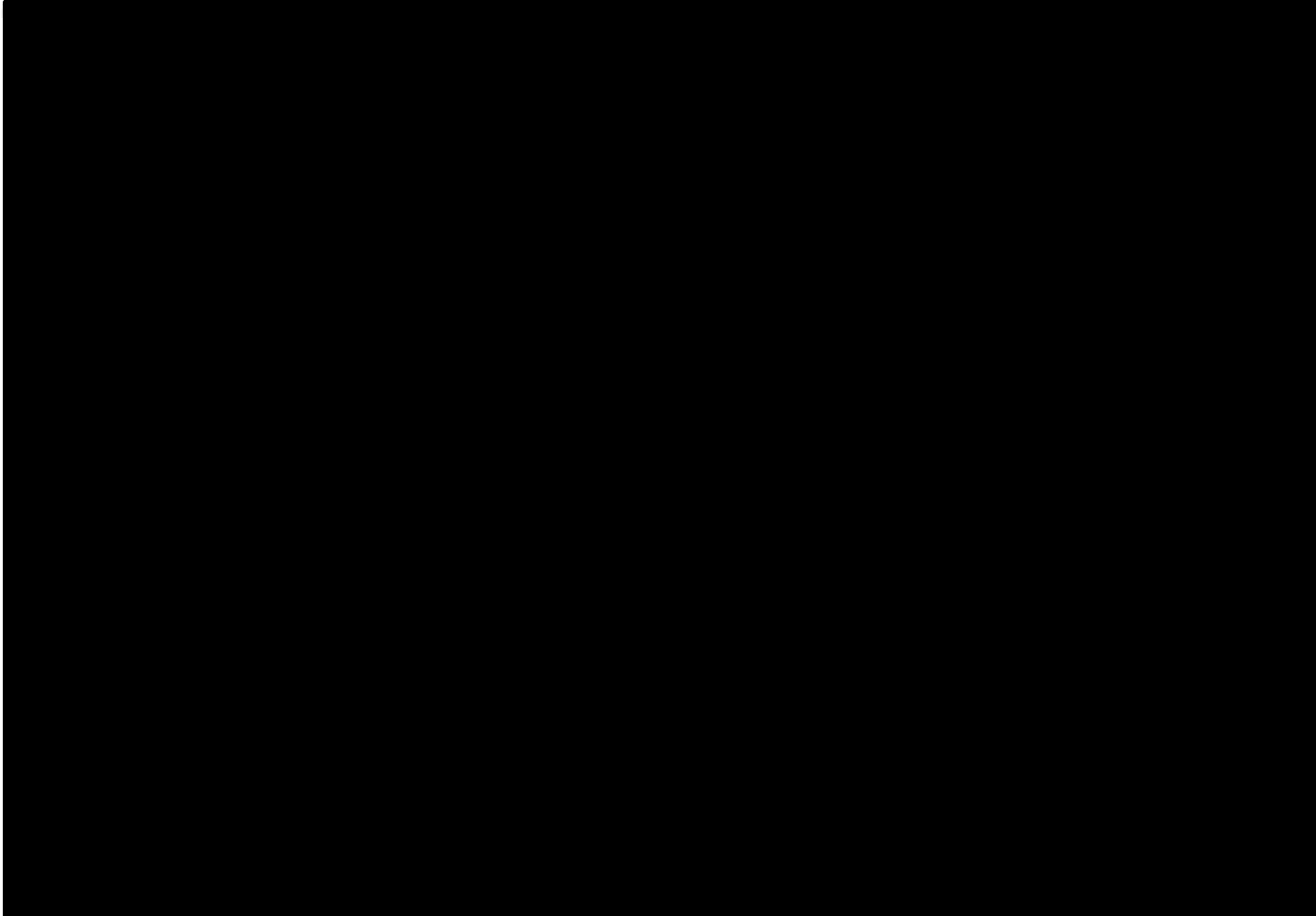


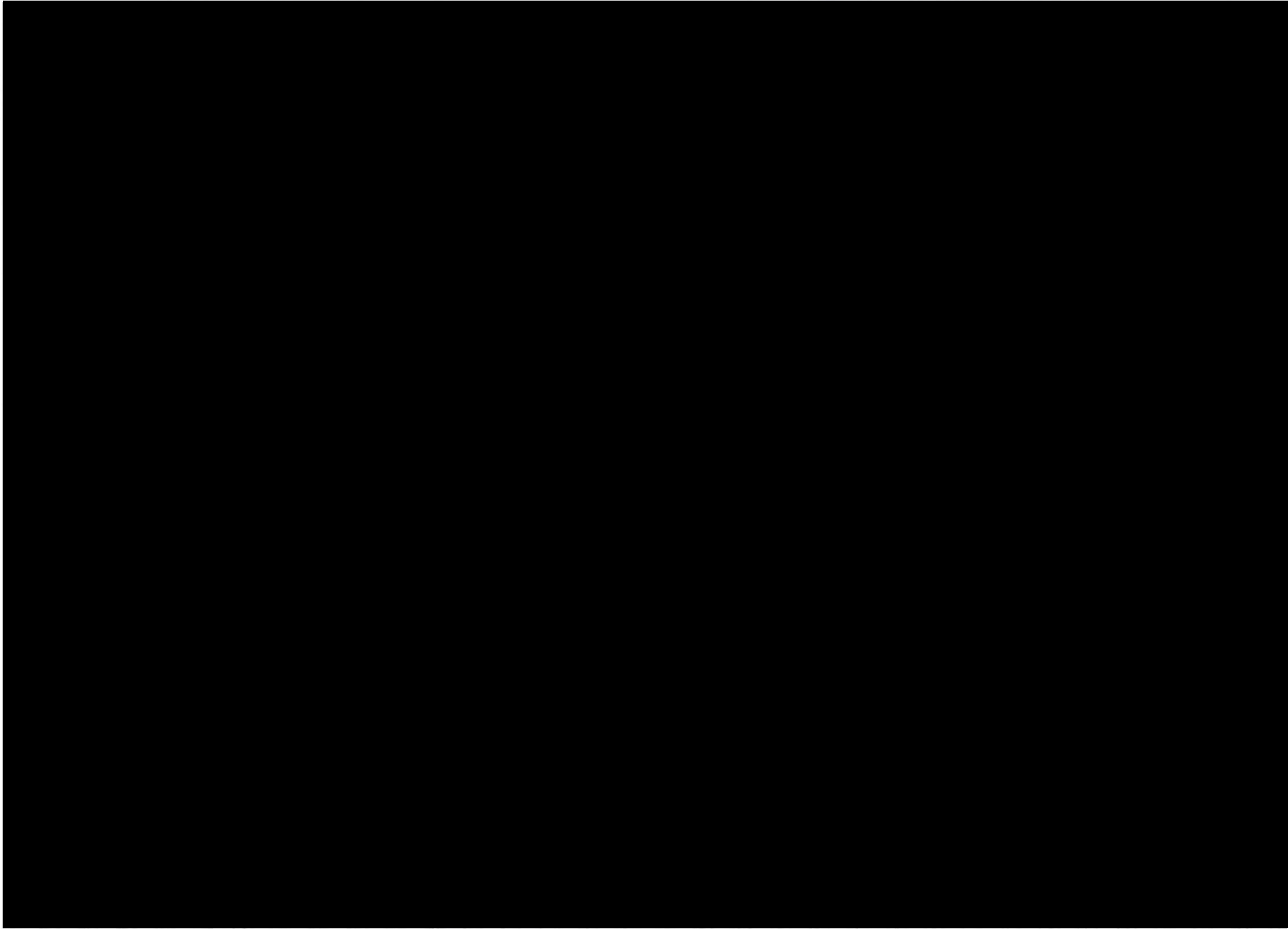
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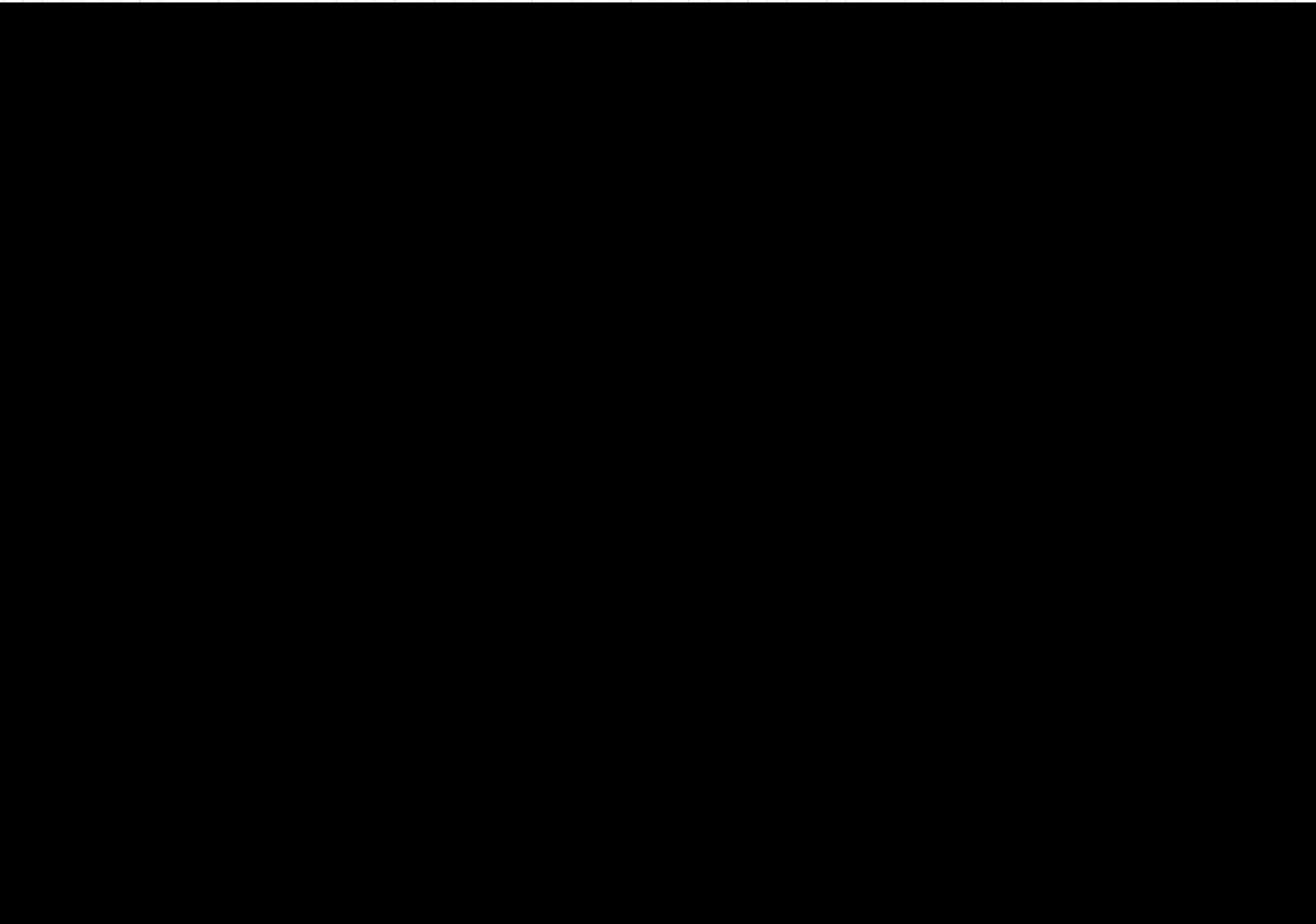
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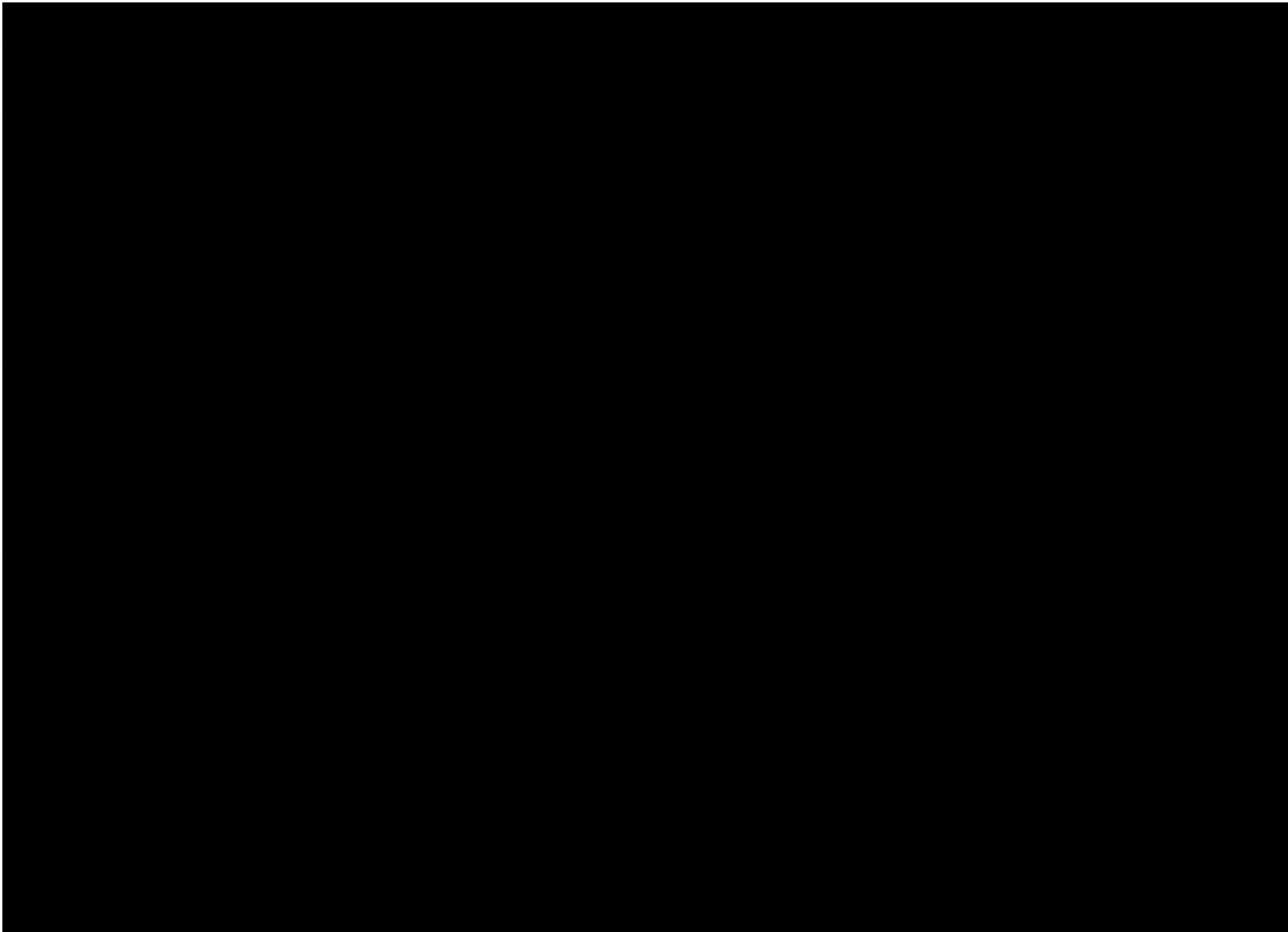


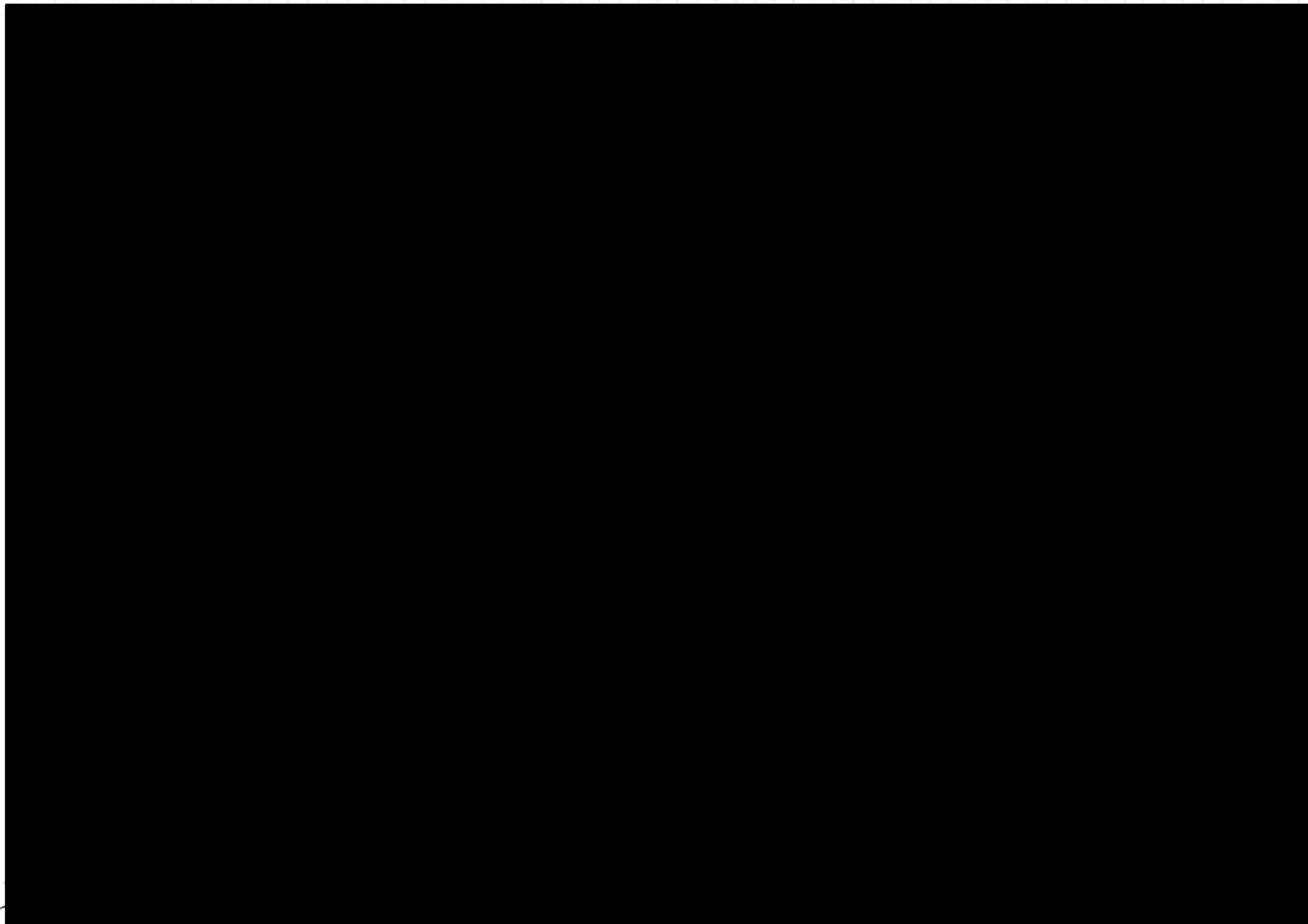


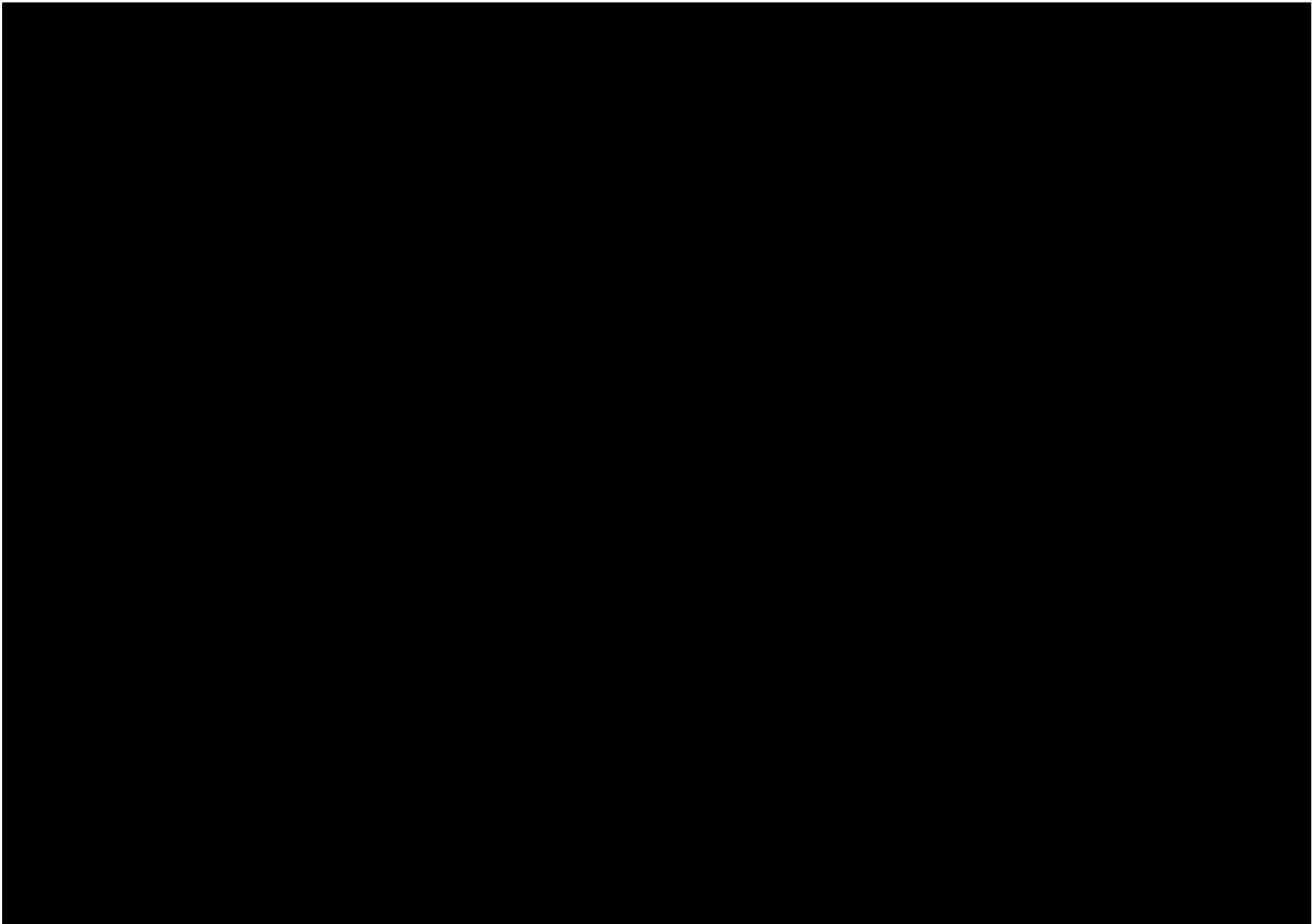


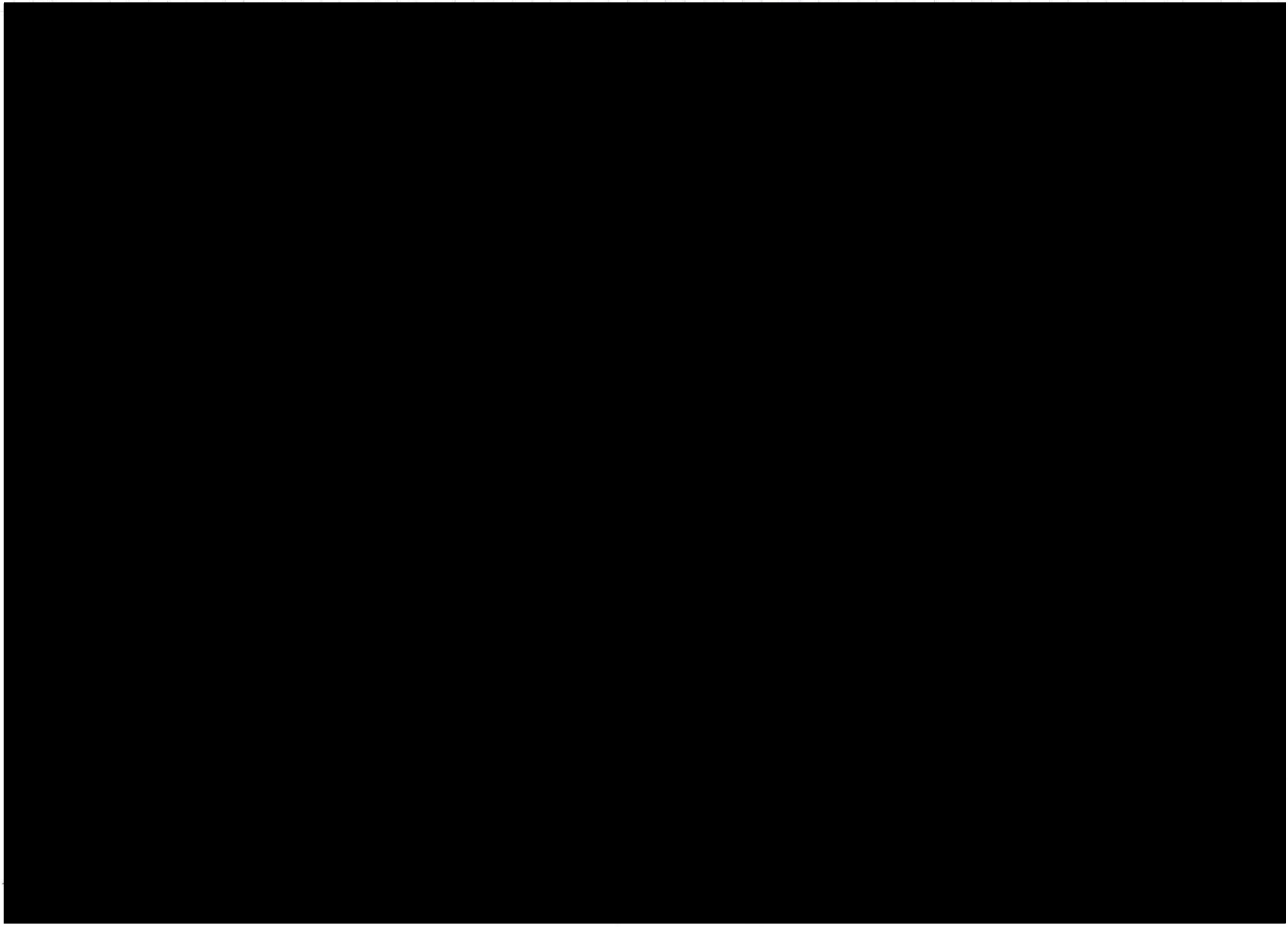


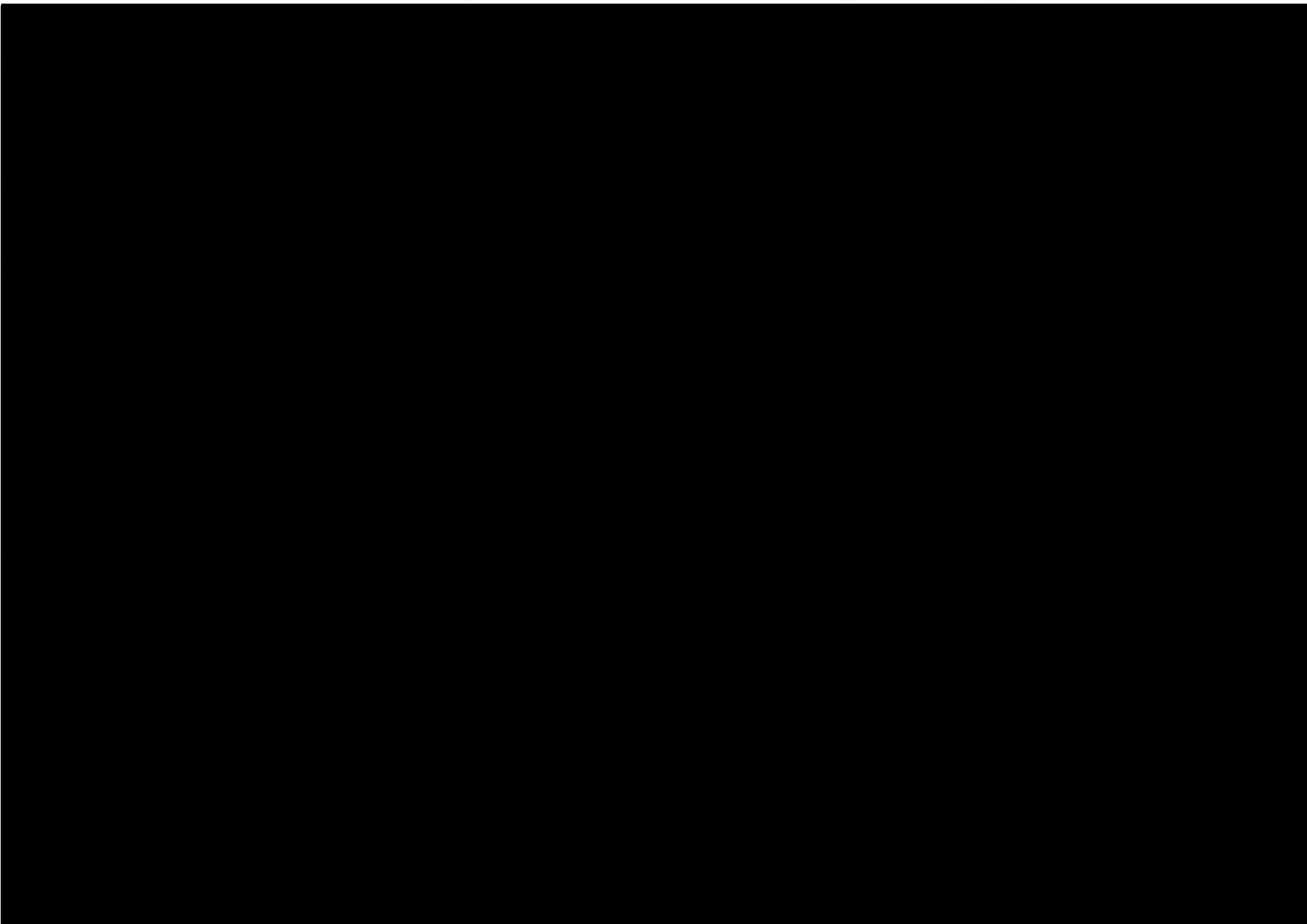


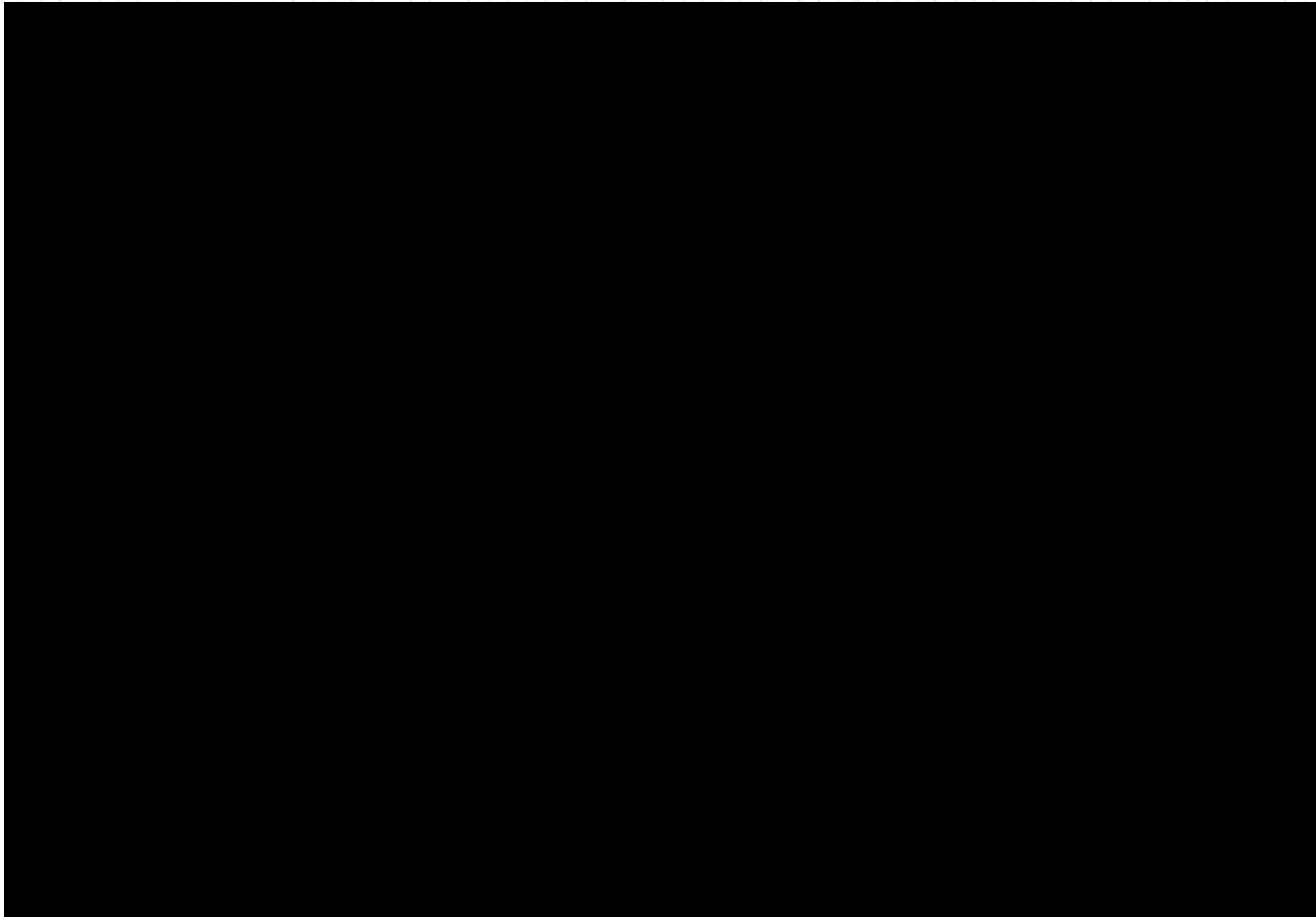












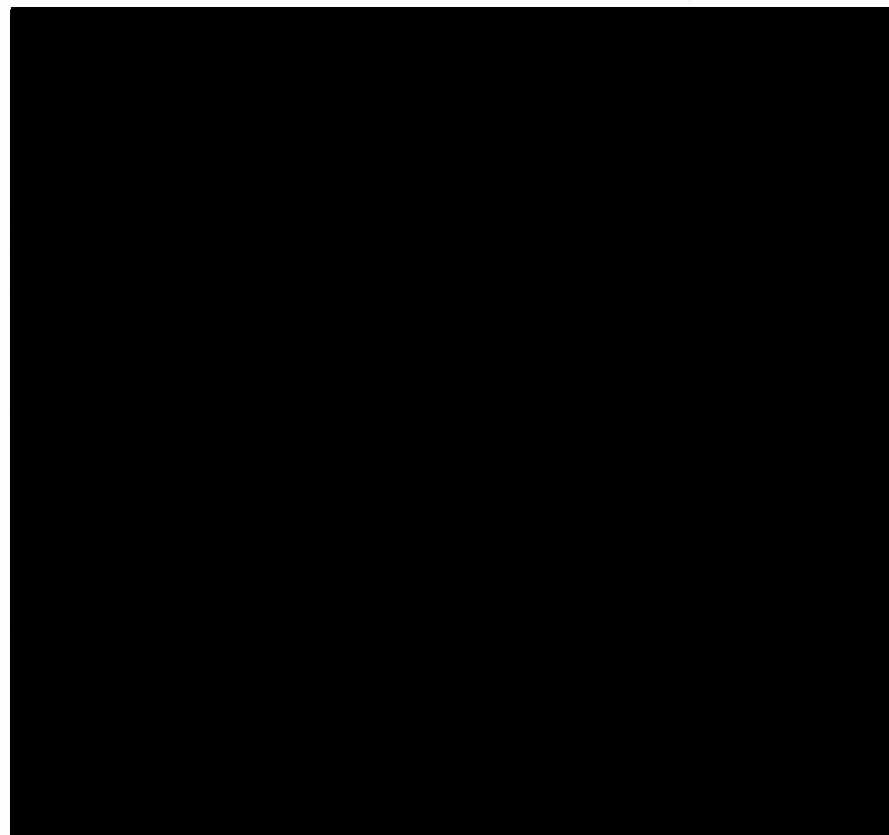
PMP ATTACHMENTS LIST

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ATTACHMENT 4.	MANAGEMENT SYSTEM TOOLS REFERENCED BY THIS PMP
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ATTACHMENT 25.	ENVIROMENTAL MANAGEMENT SYSTEM

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Attachment 1. Assembly Plant Plan

Find below details of the Site and assembly facilities (to be confirmed).



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1/2/15



PMP ATTACHMENTS – Manufacture & Supply of S1 & S2 Smartpoles

Attachment 2. Management System MANUAL

A copy of HUB Street Equipments **Management System MANUAL** is attached..

HUB

Management System Manual

Version 1b

HUB STREET EQUIPMENT

10 Regent Street
Chippendale
NSW 1505
2008
AUSTRALIA

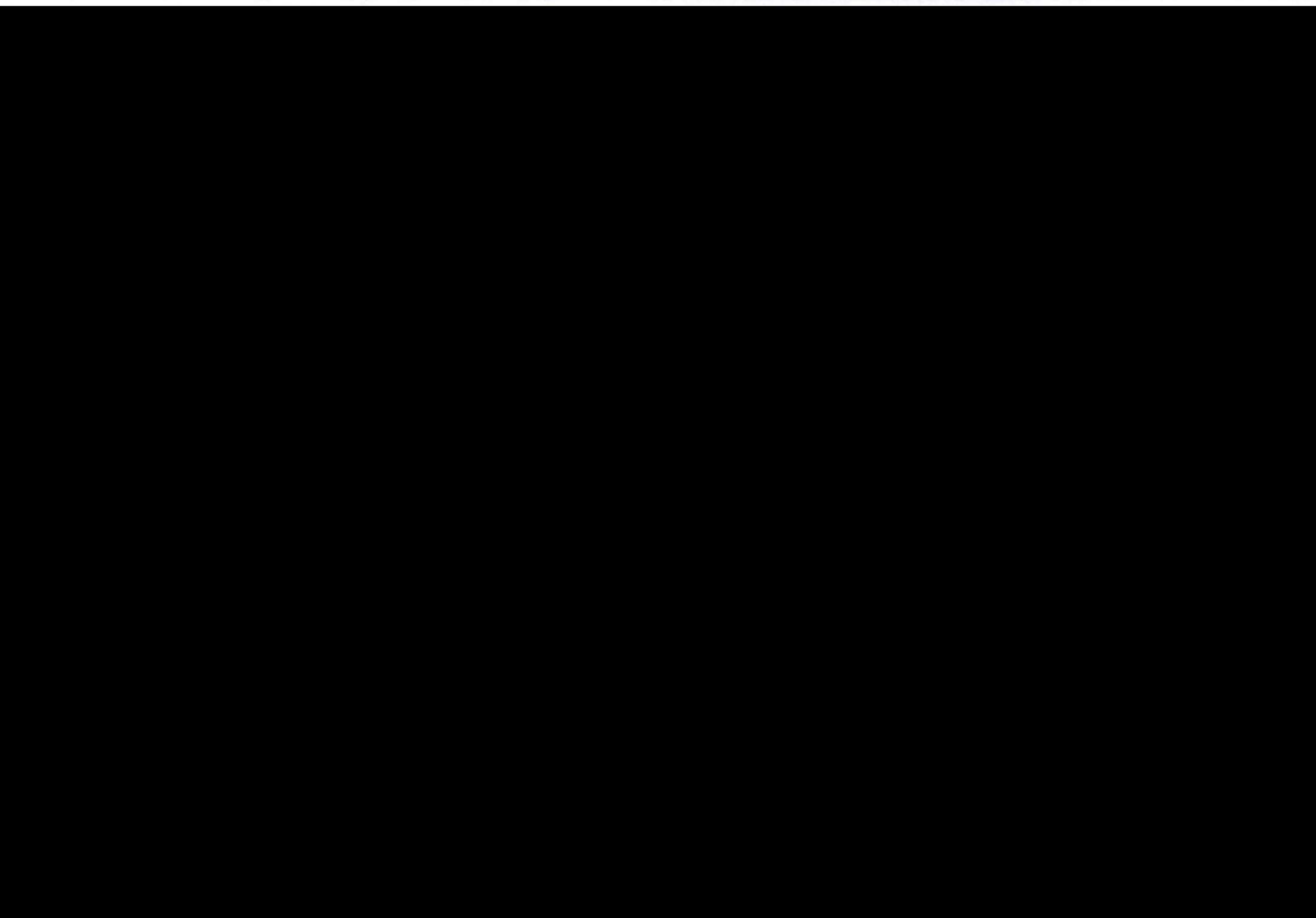
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F +61 2 9212 6859
E info@hubstreetequipment.com.au
W www.hubstreetequipment.com

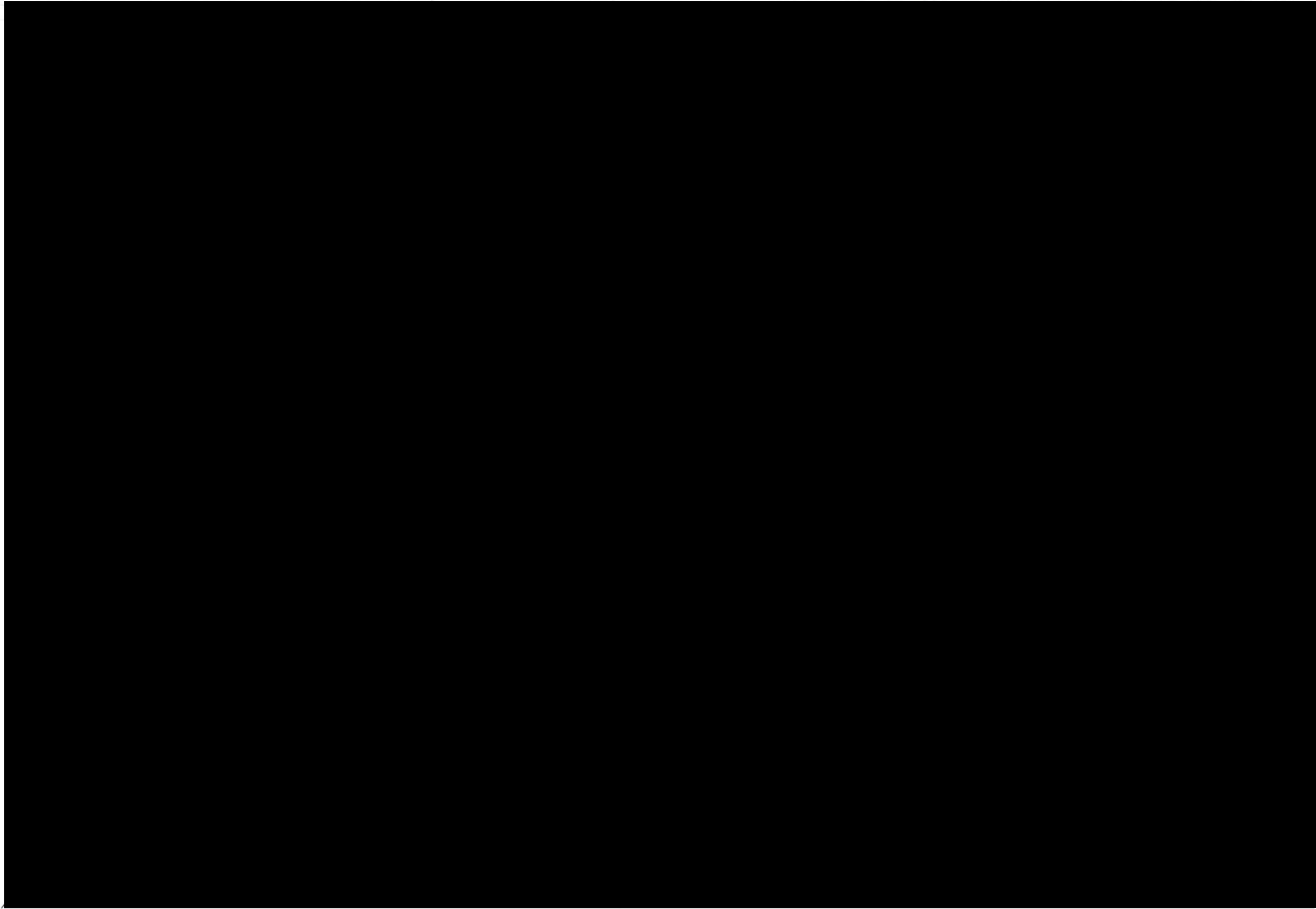
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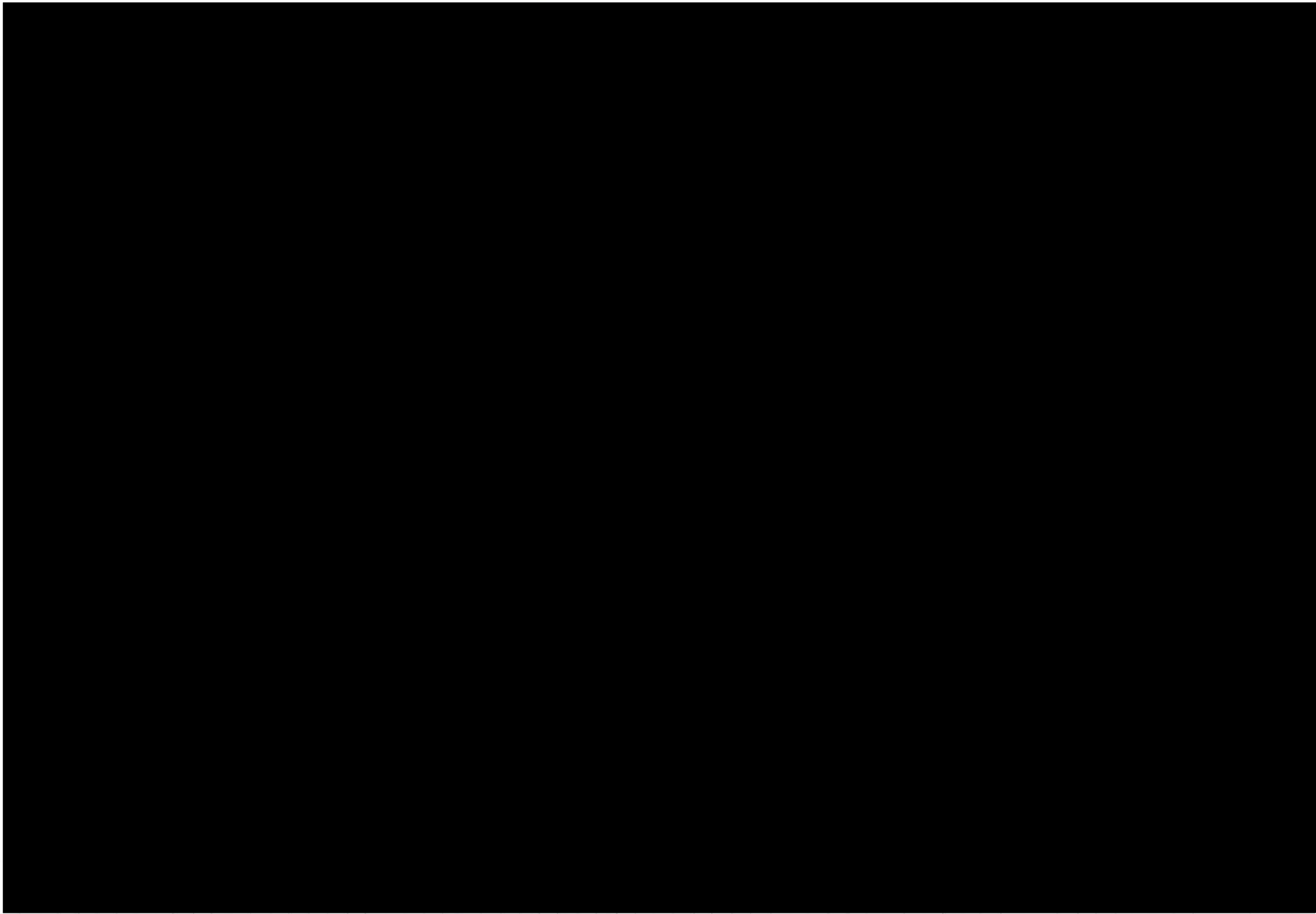
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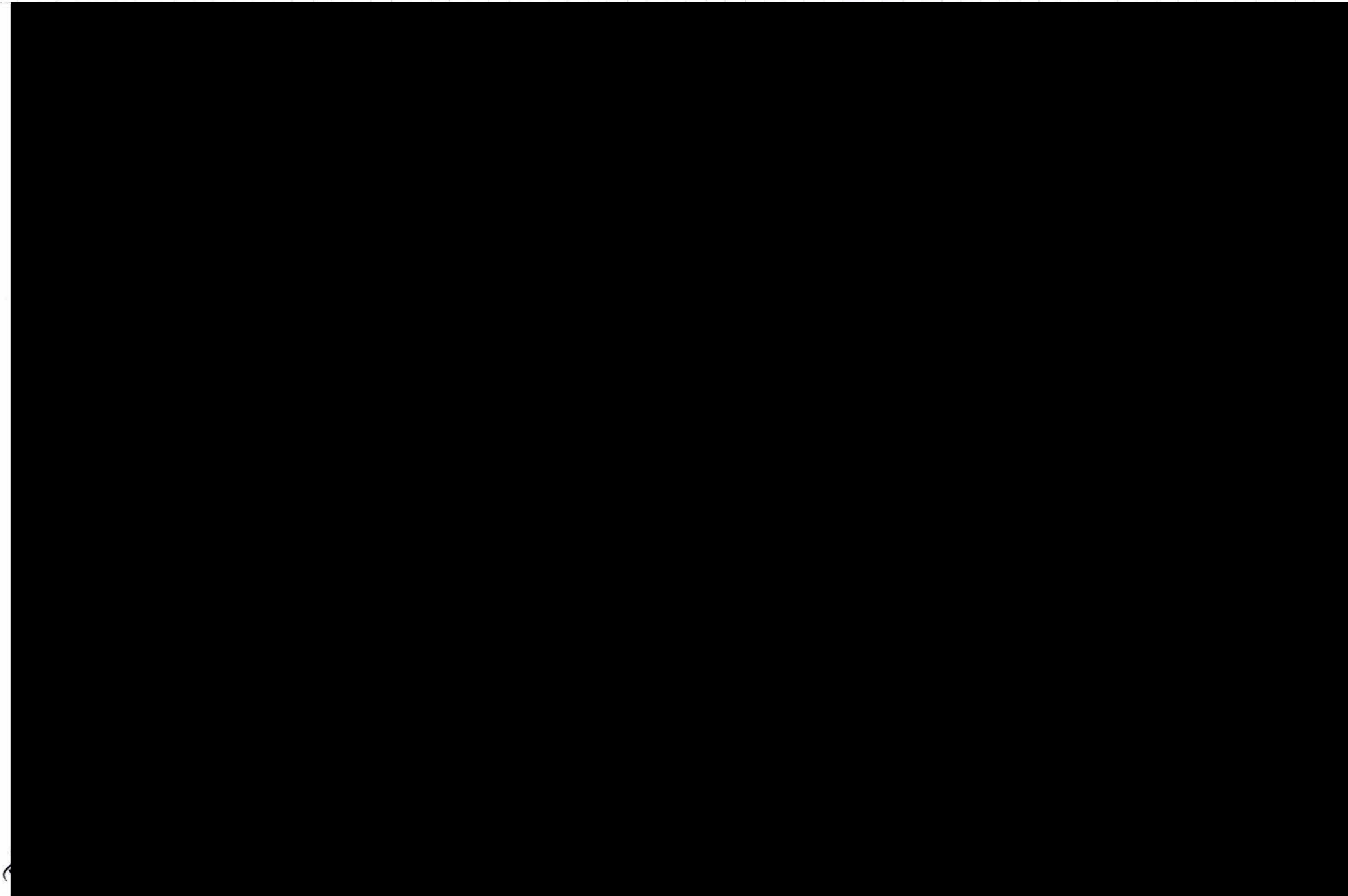
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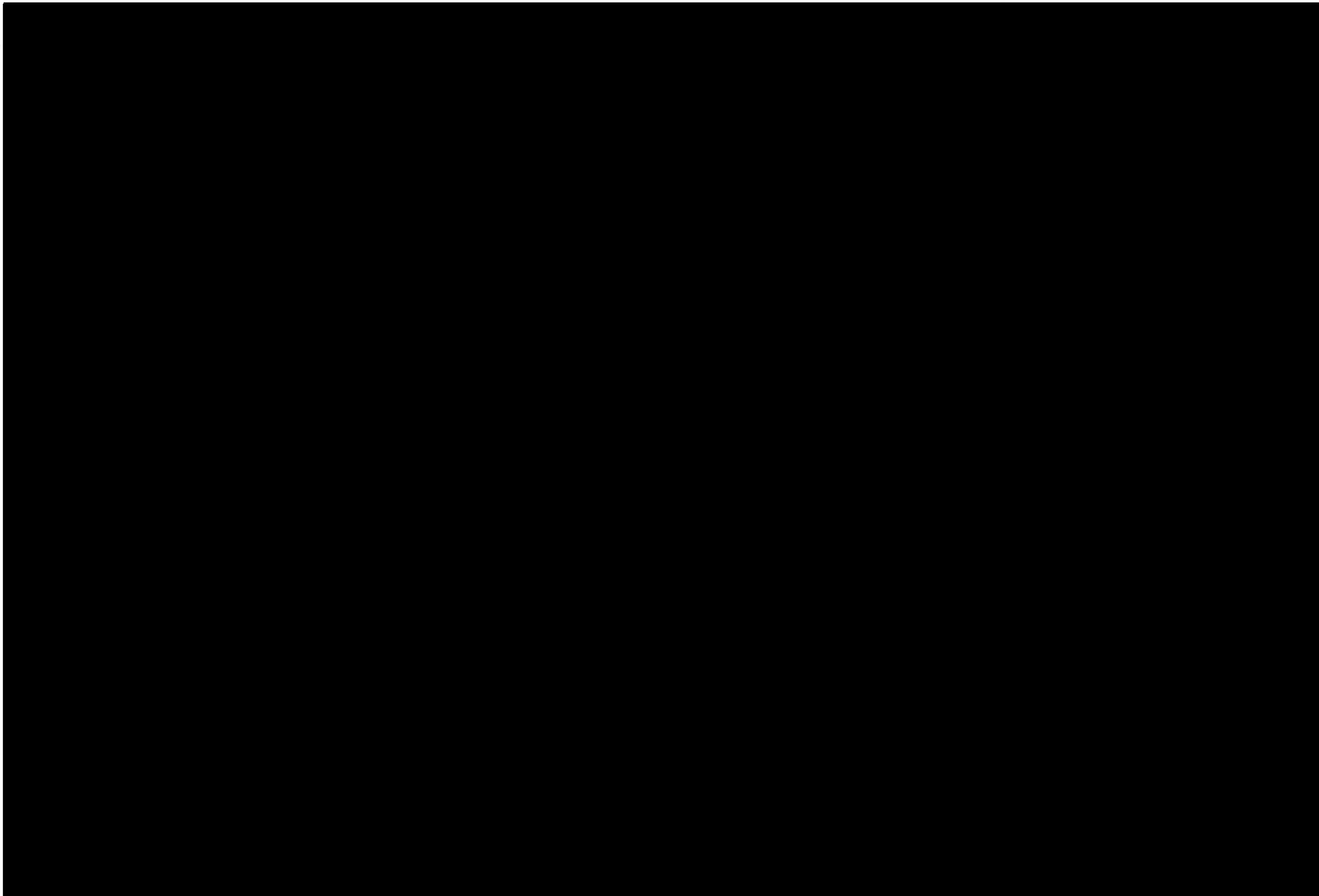


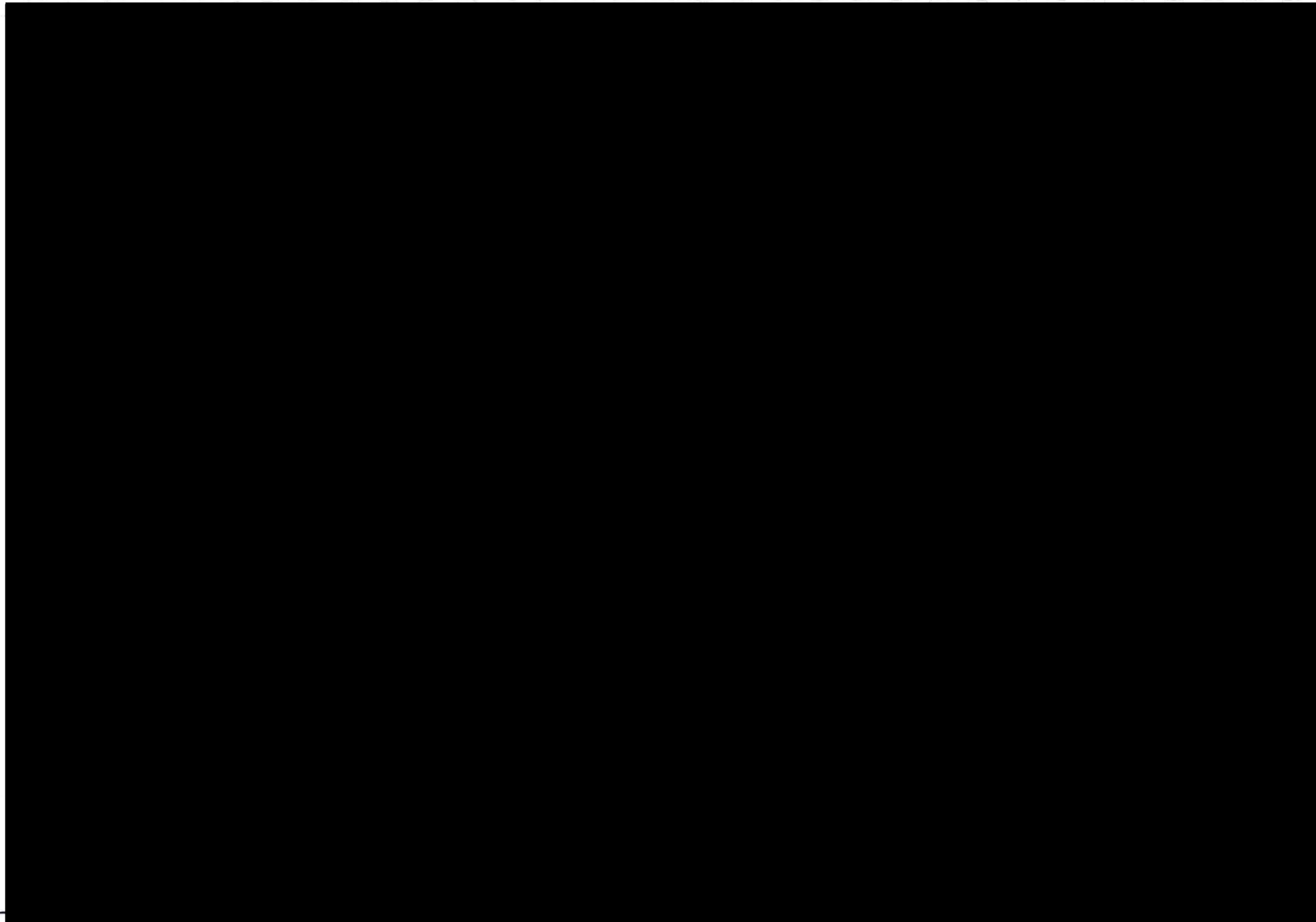


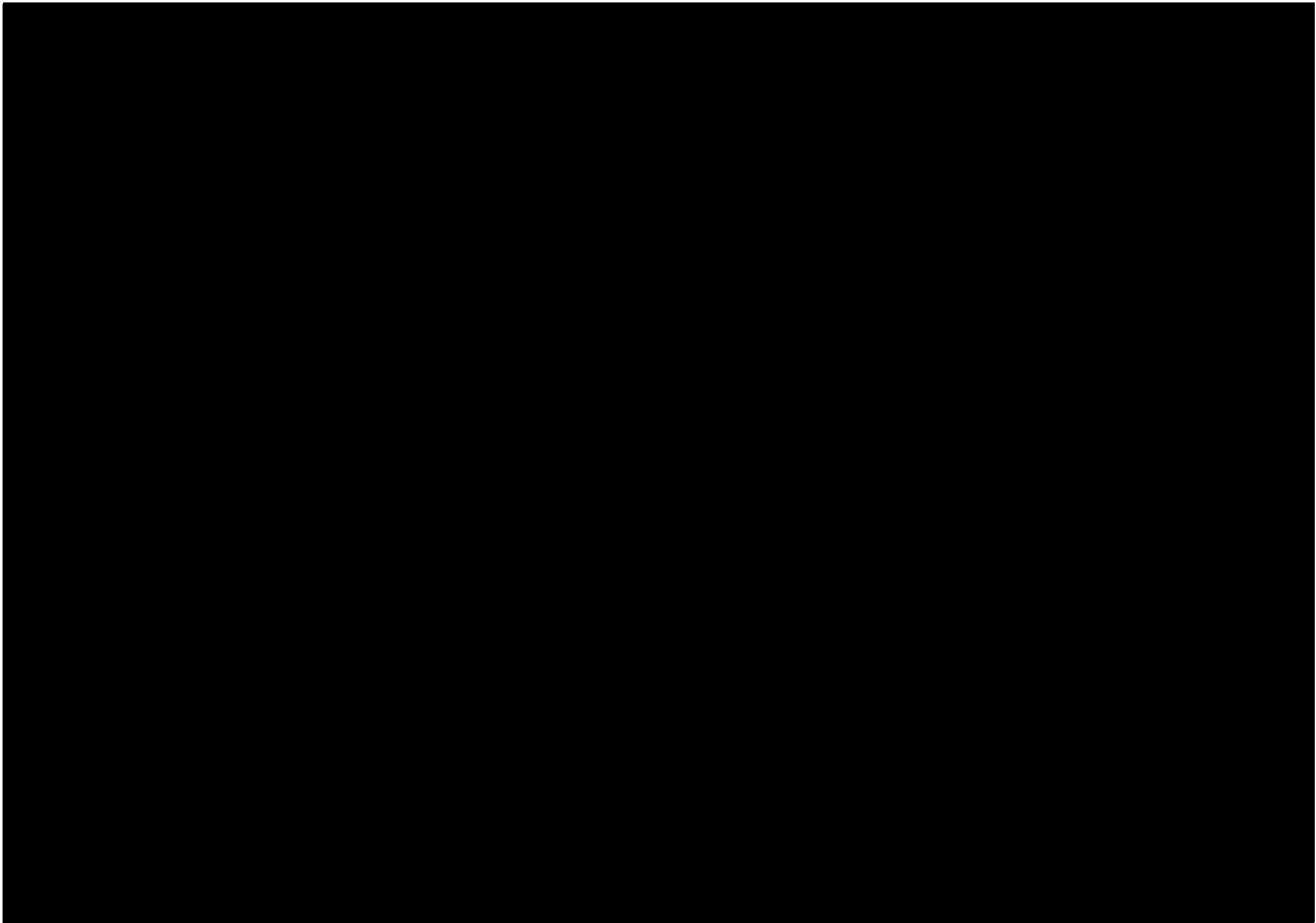


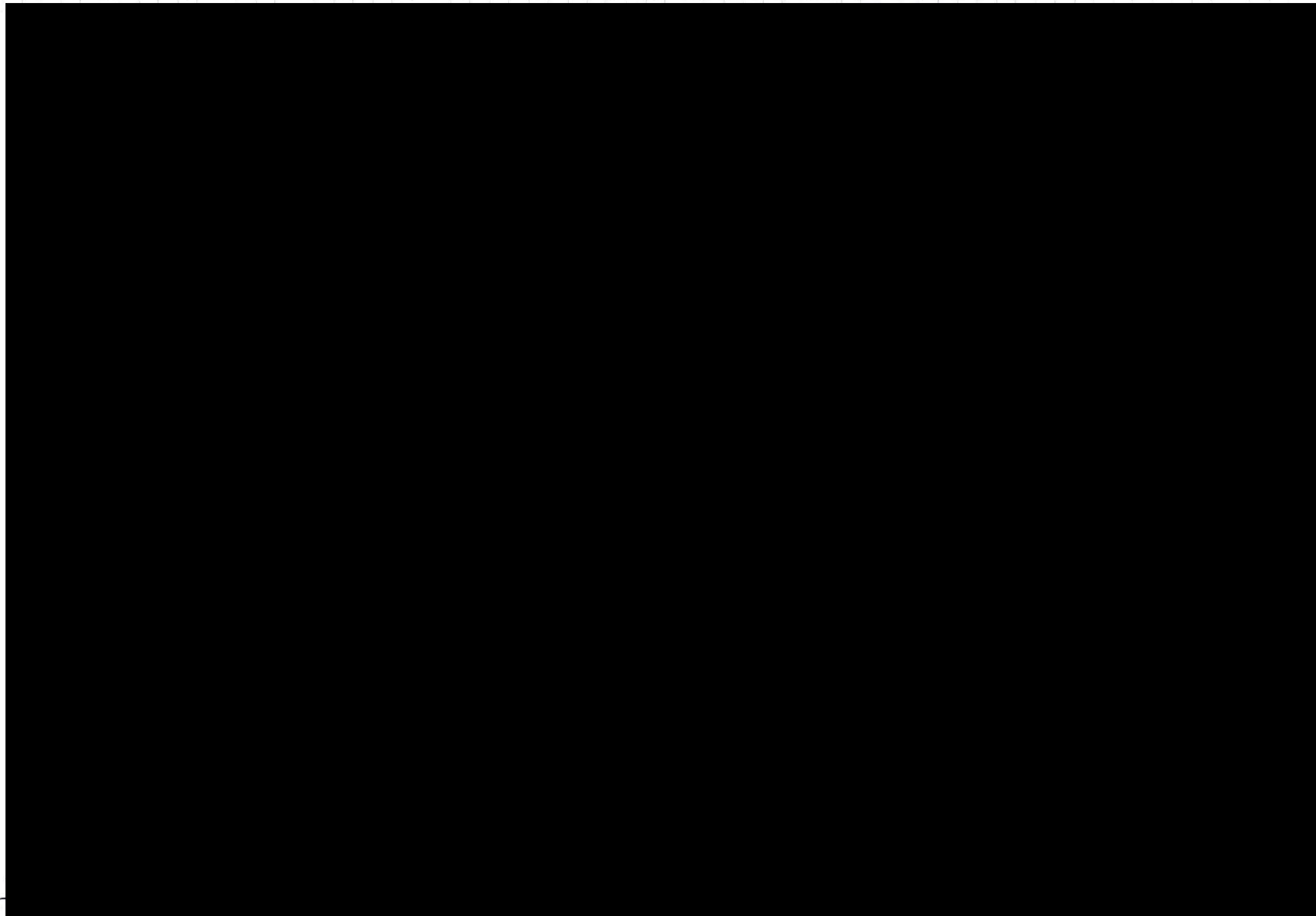


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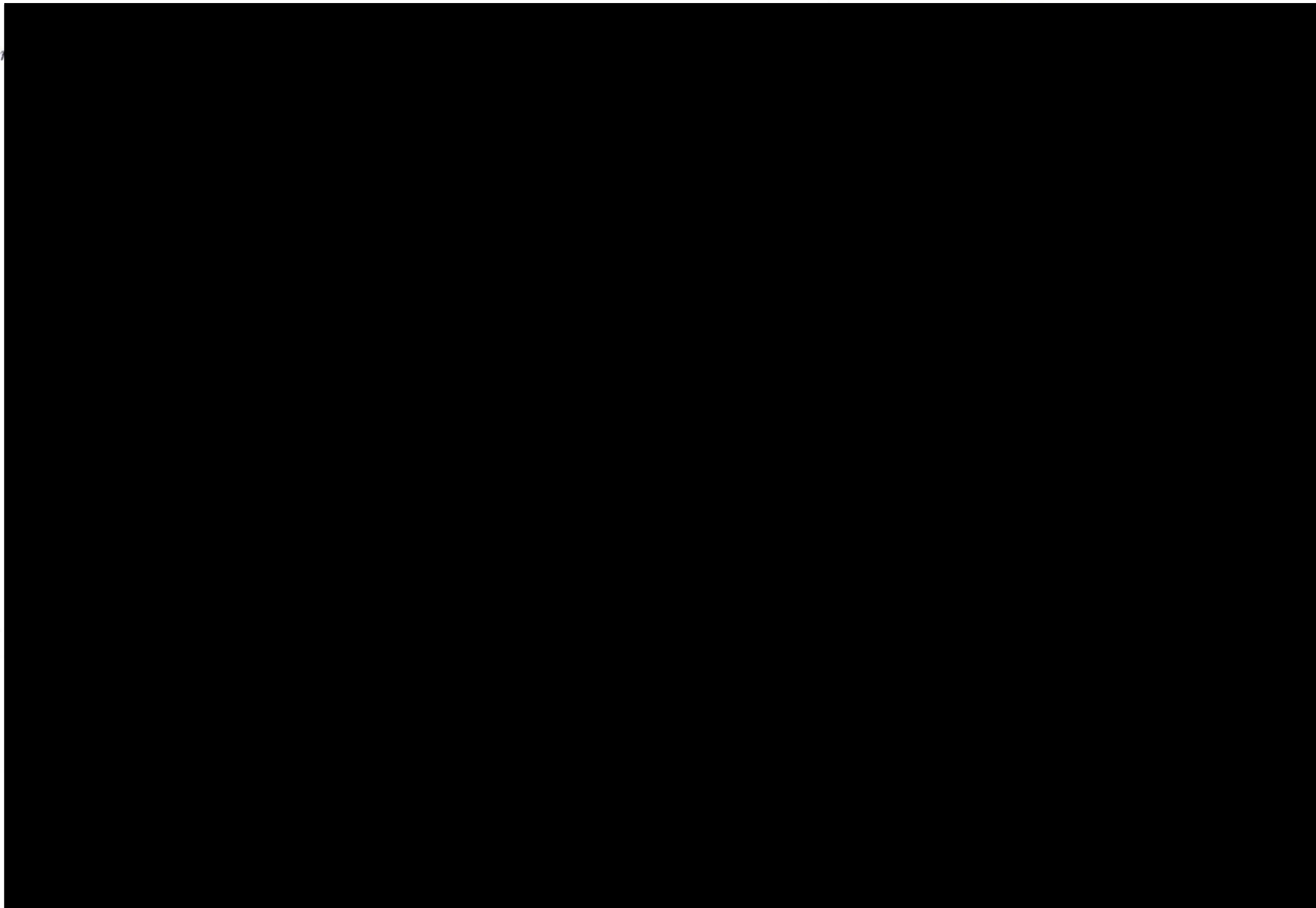


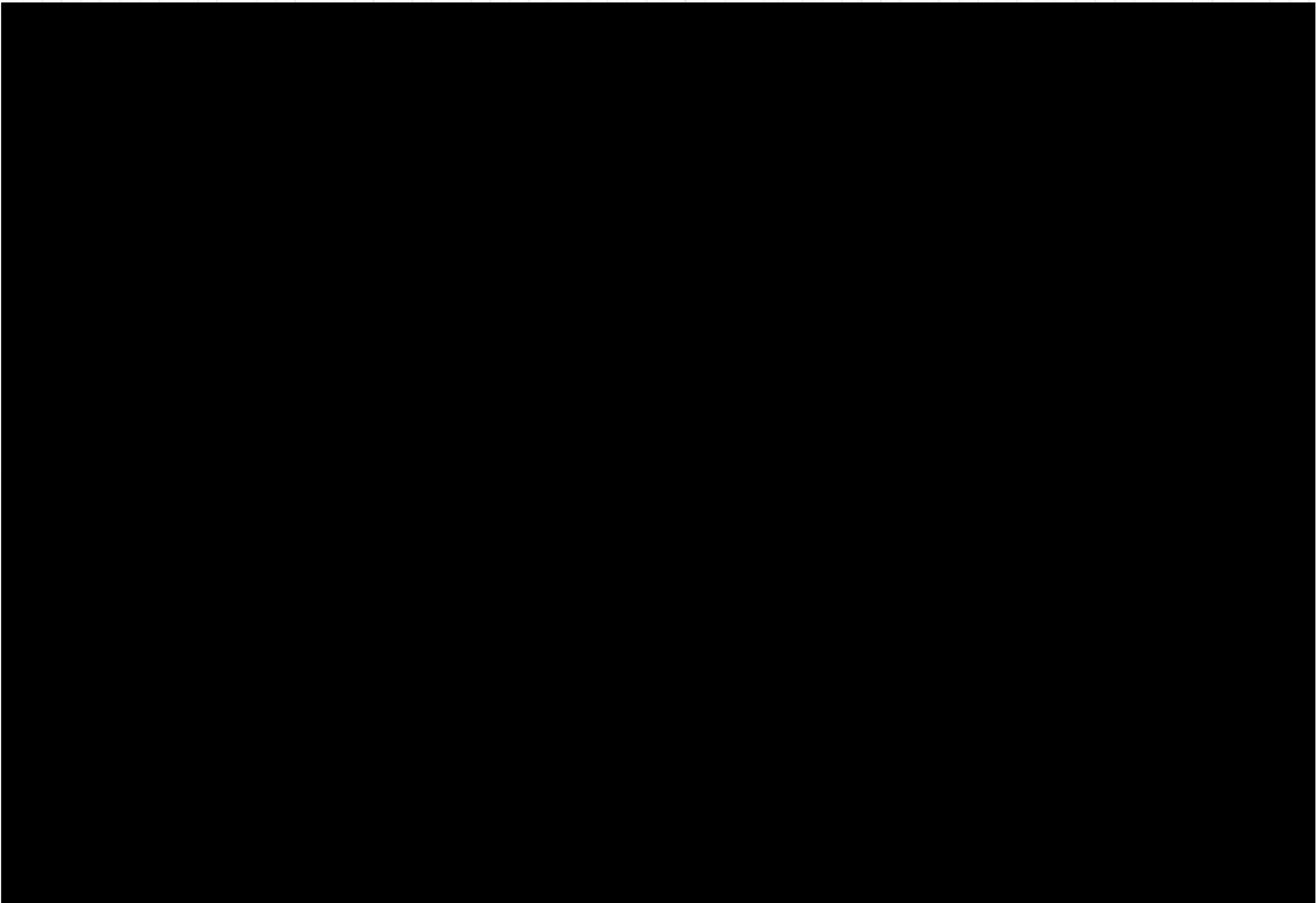


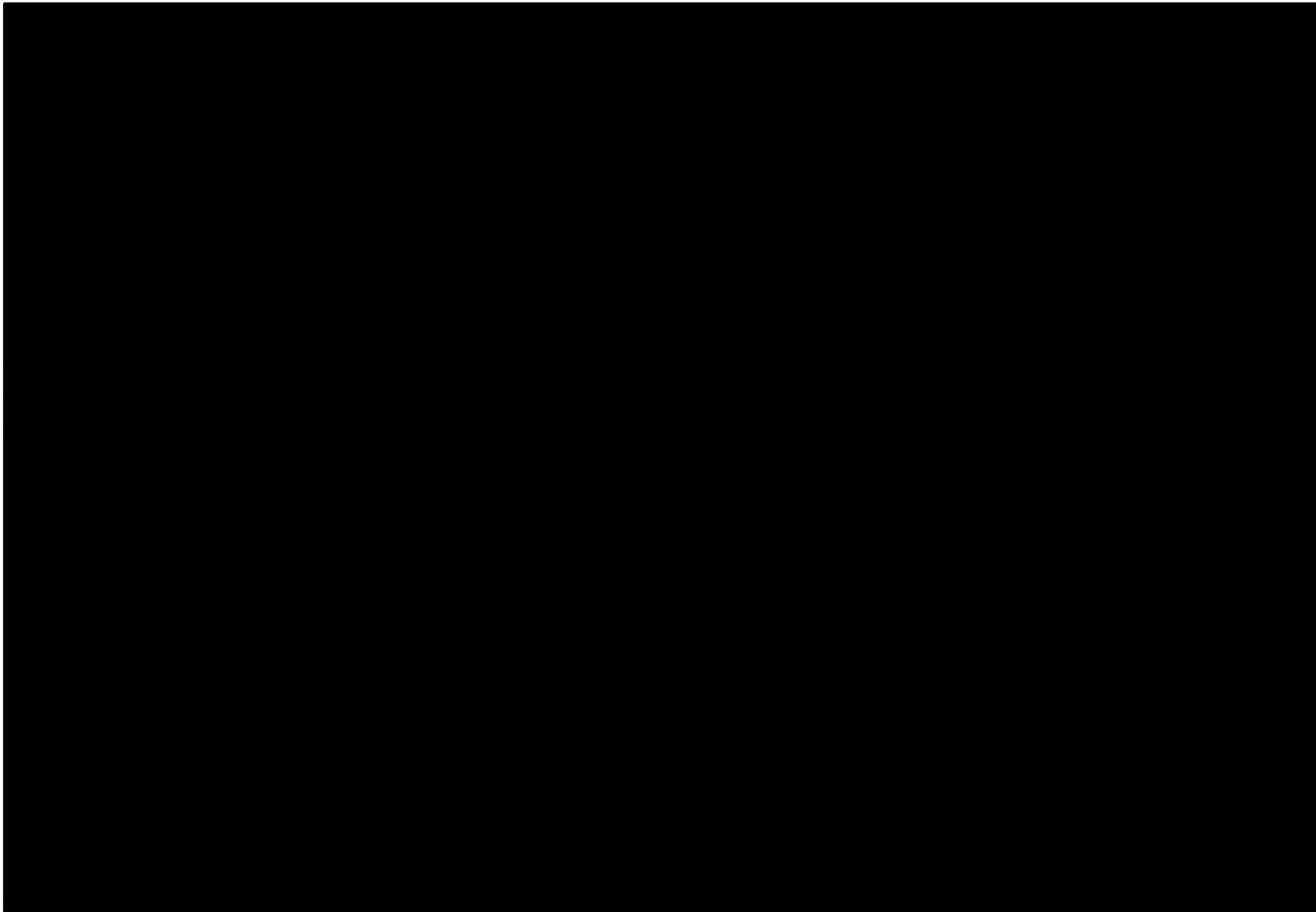
**Attachment 3. Management System PROCEDURES Referenced
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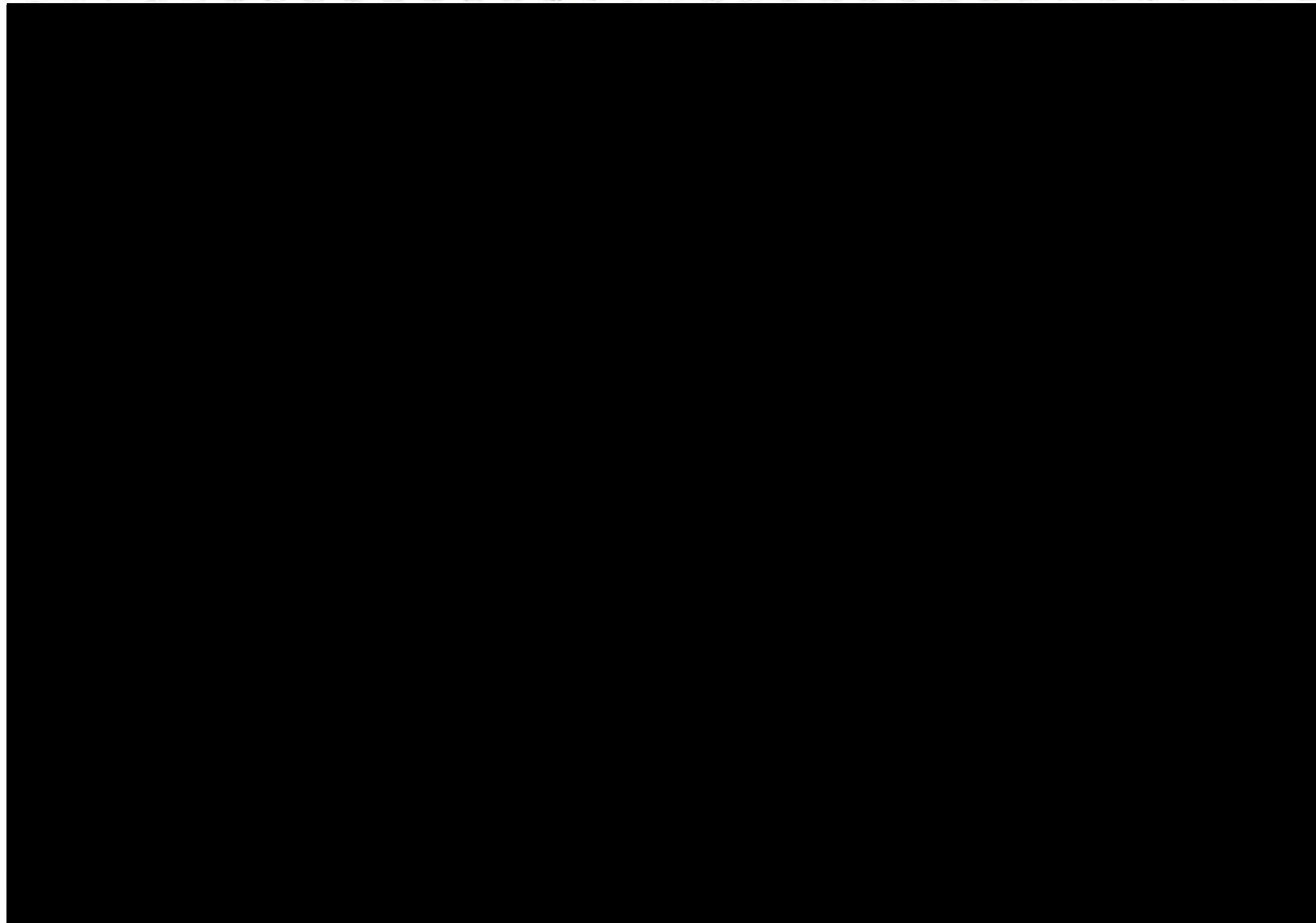
Find attached a copy of the current HUB Street Equipment **Management System
PROCEDURES**.

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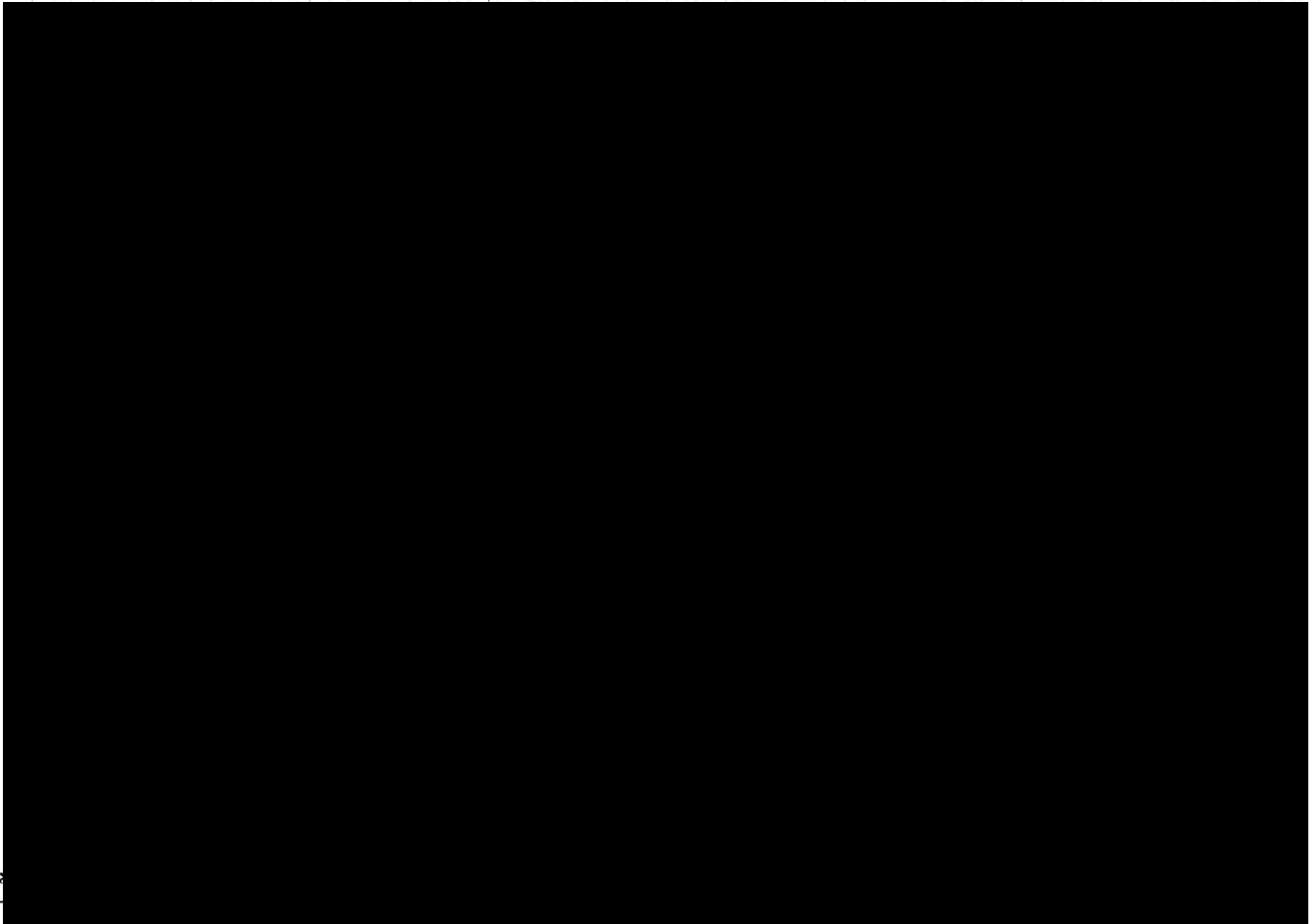


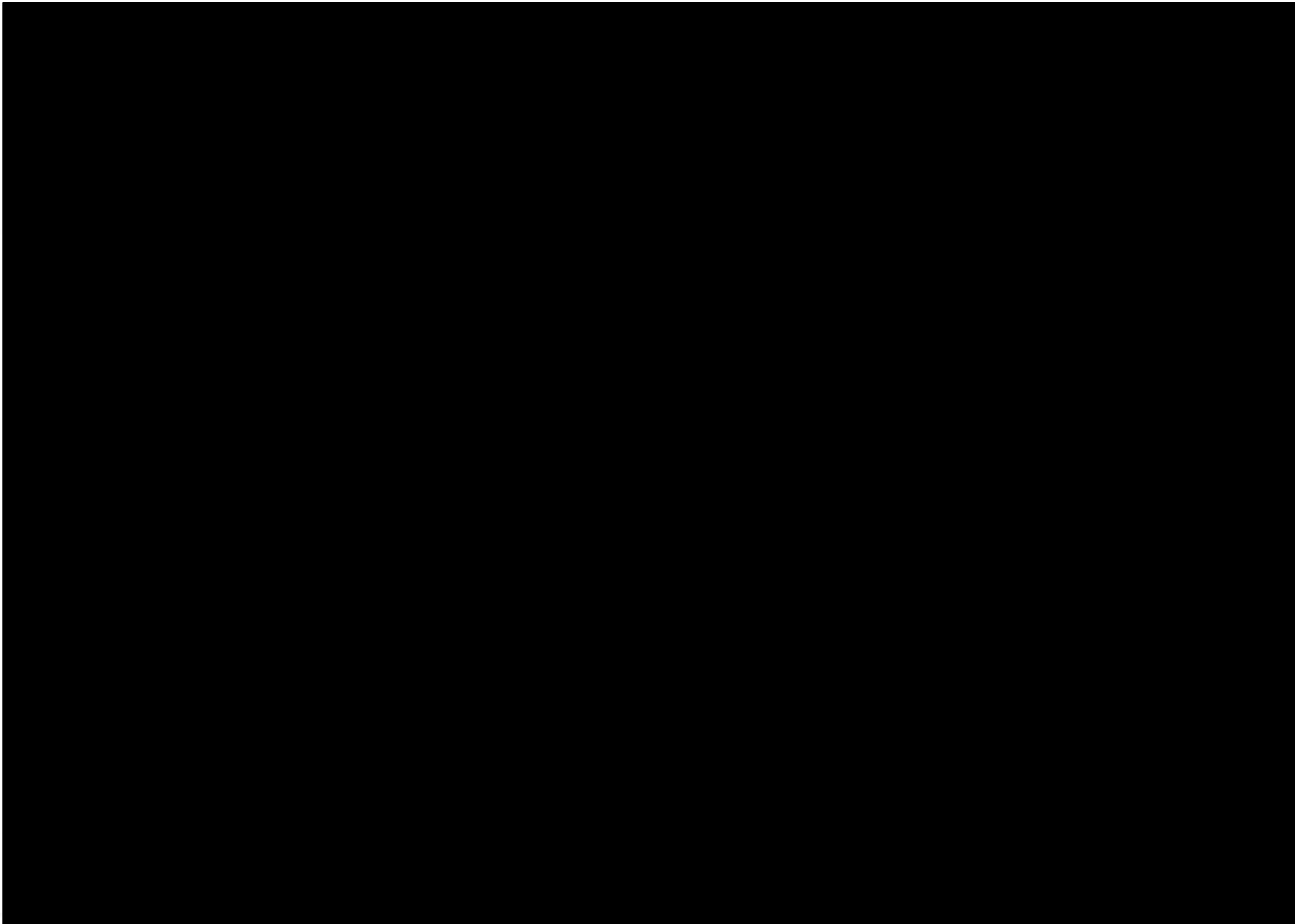


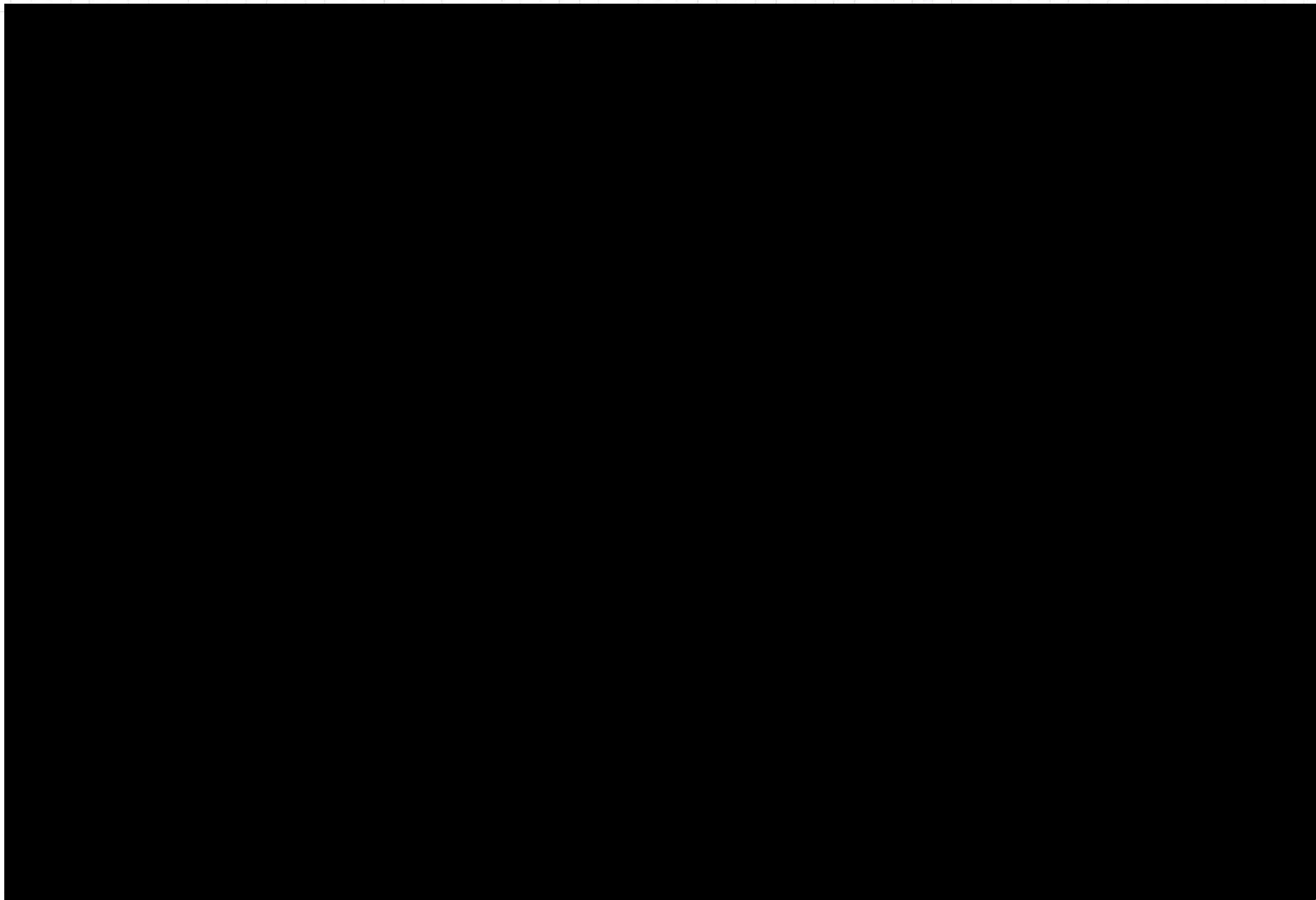


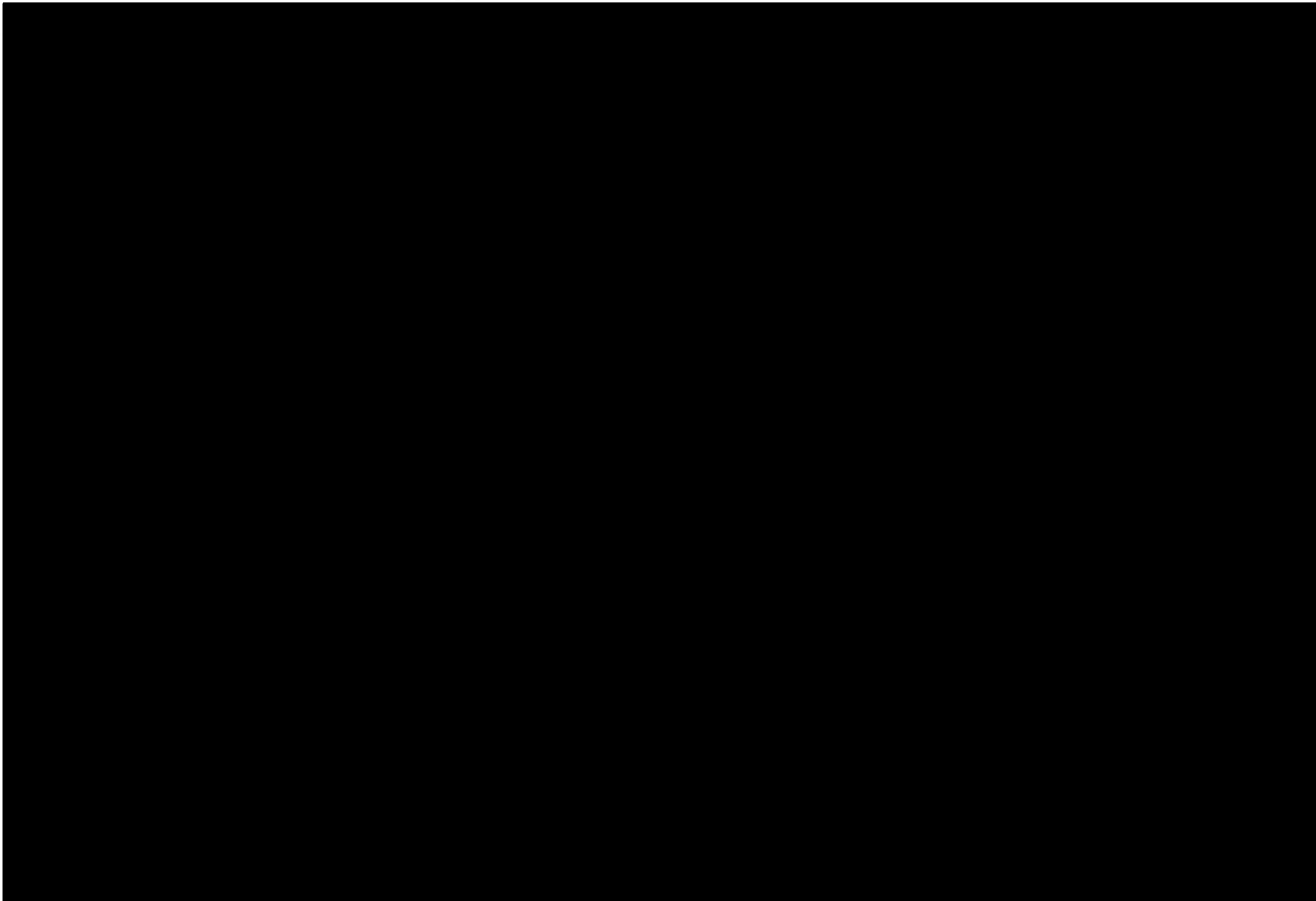


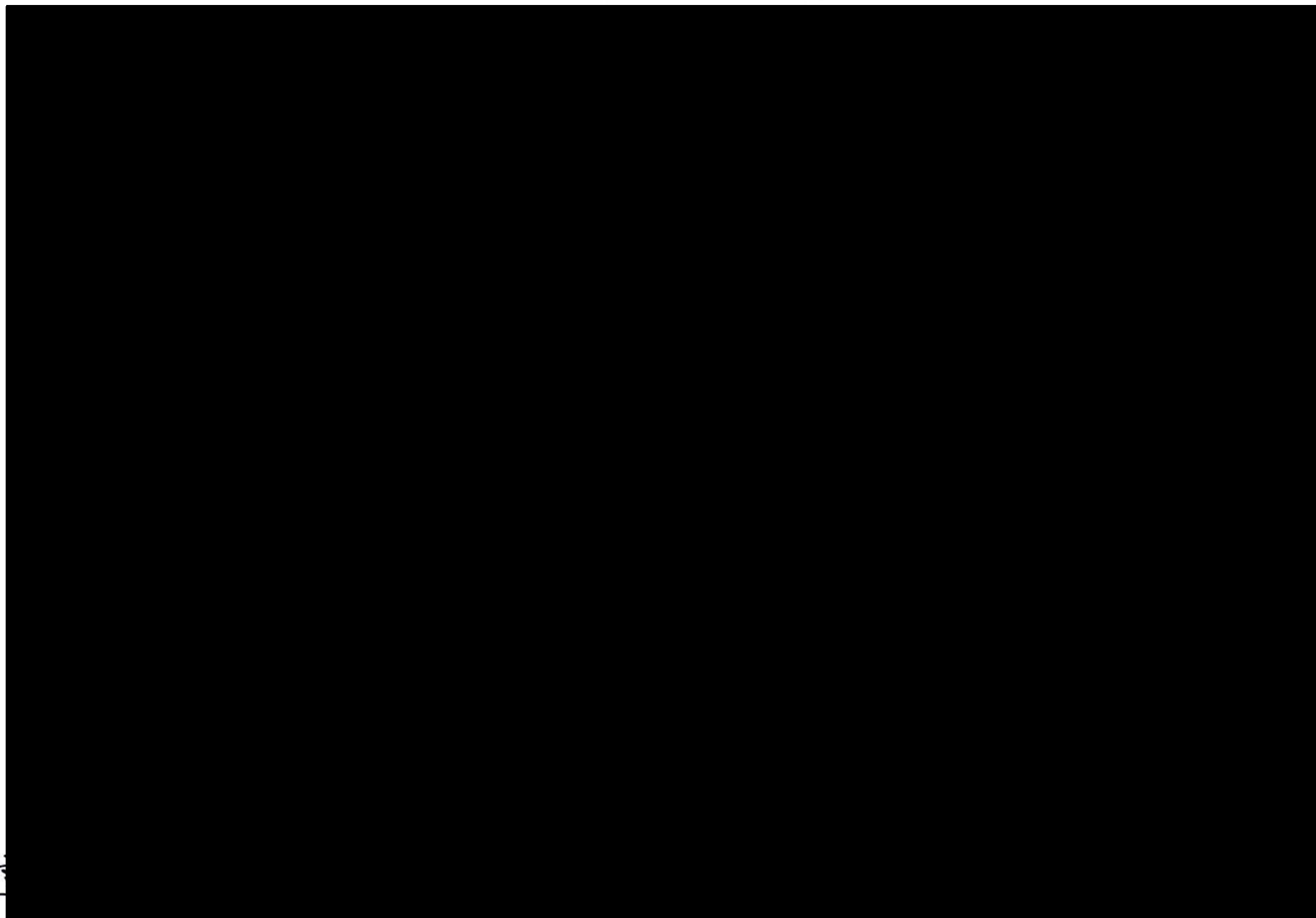


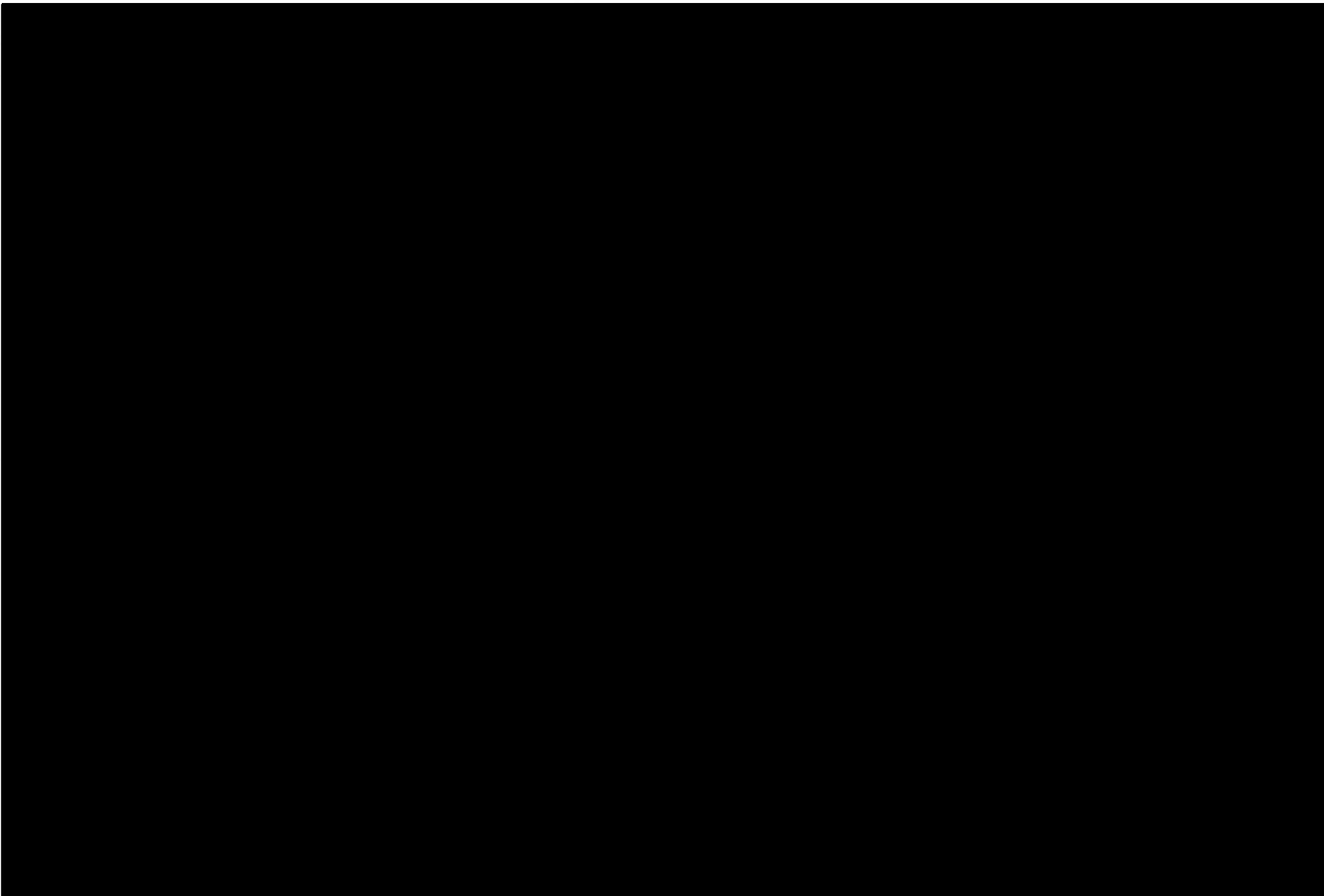


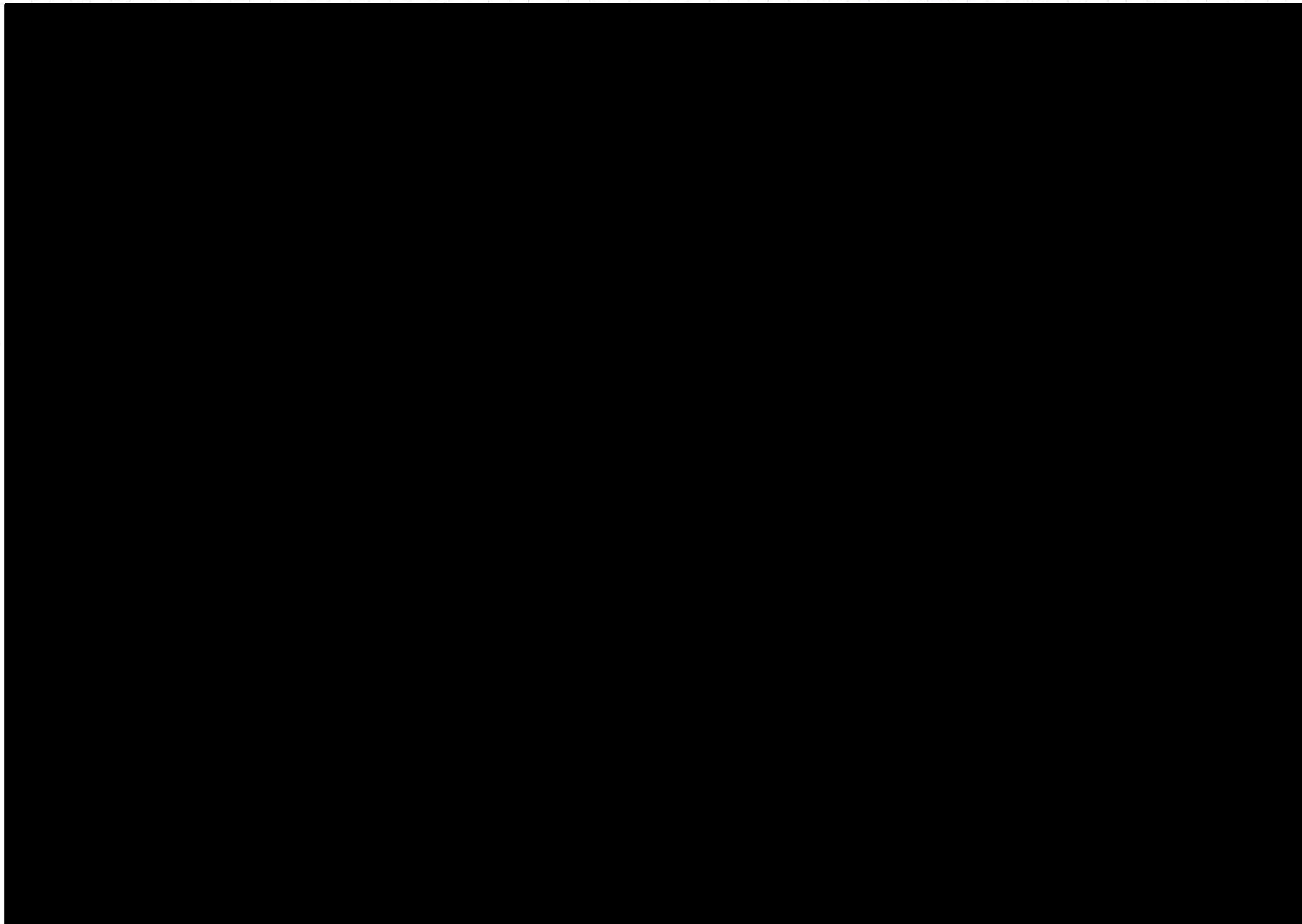


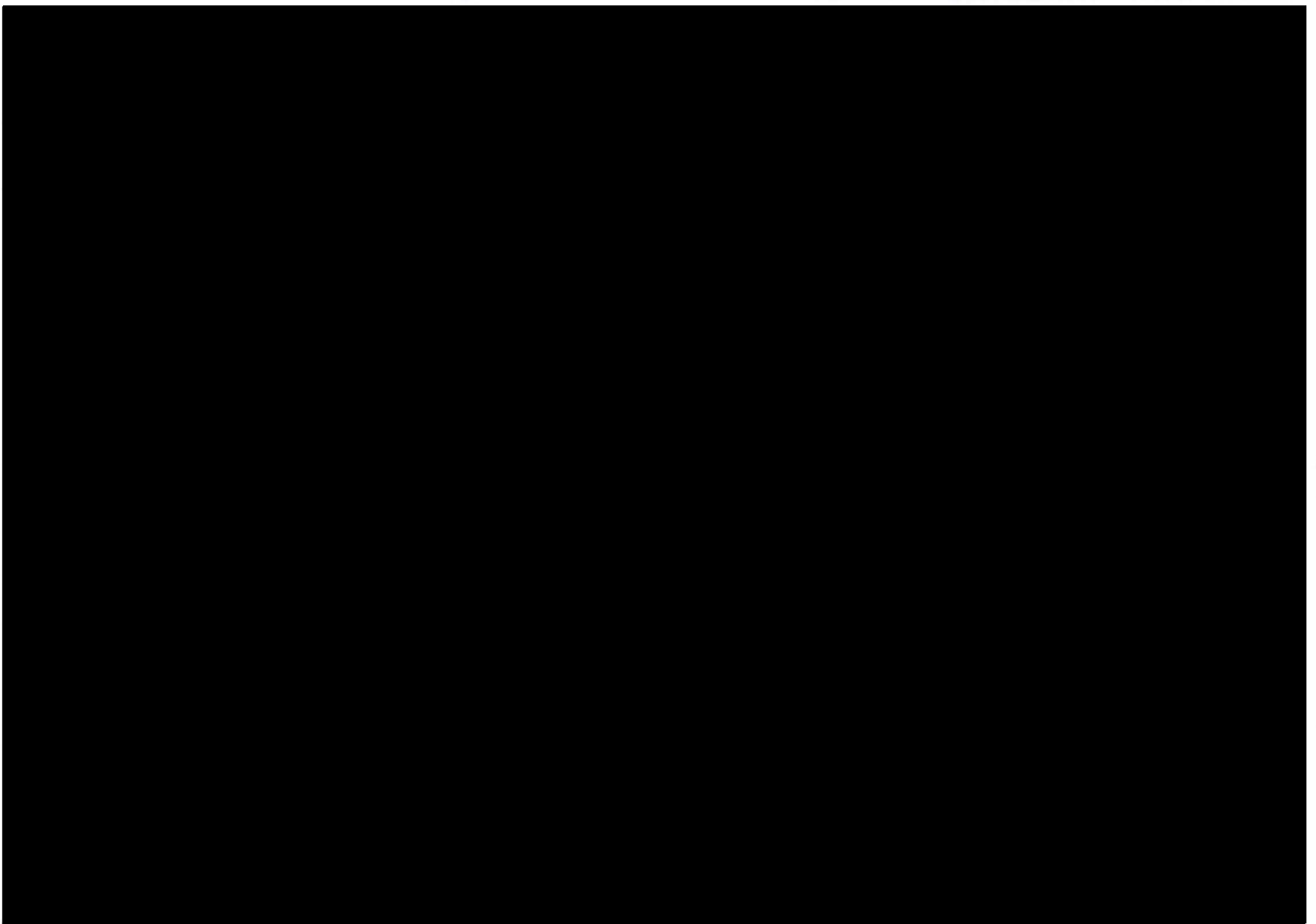




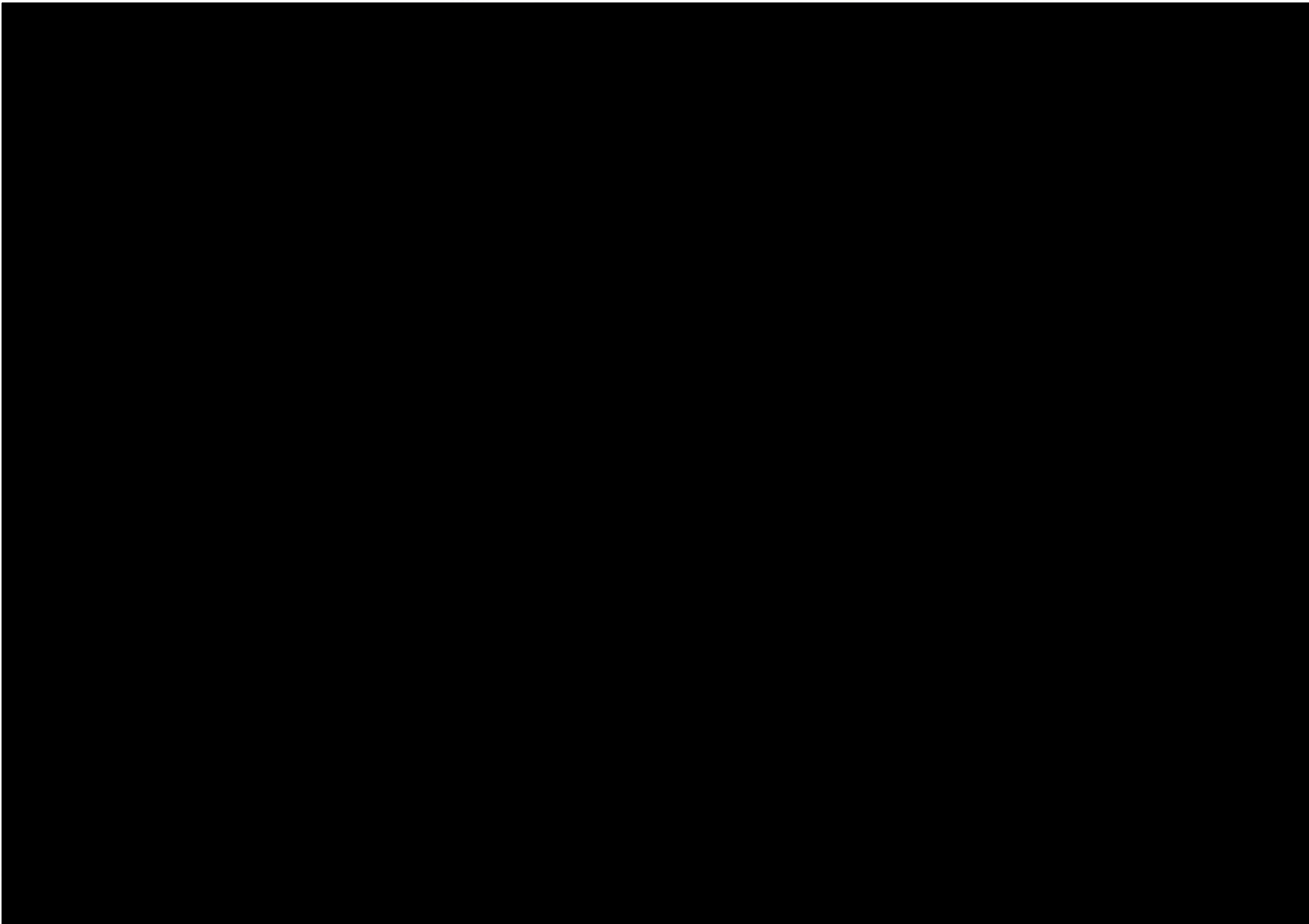




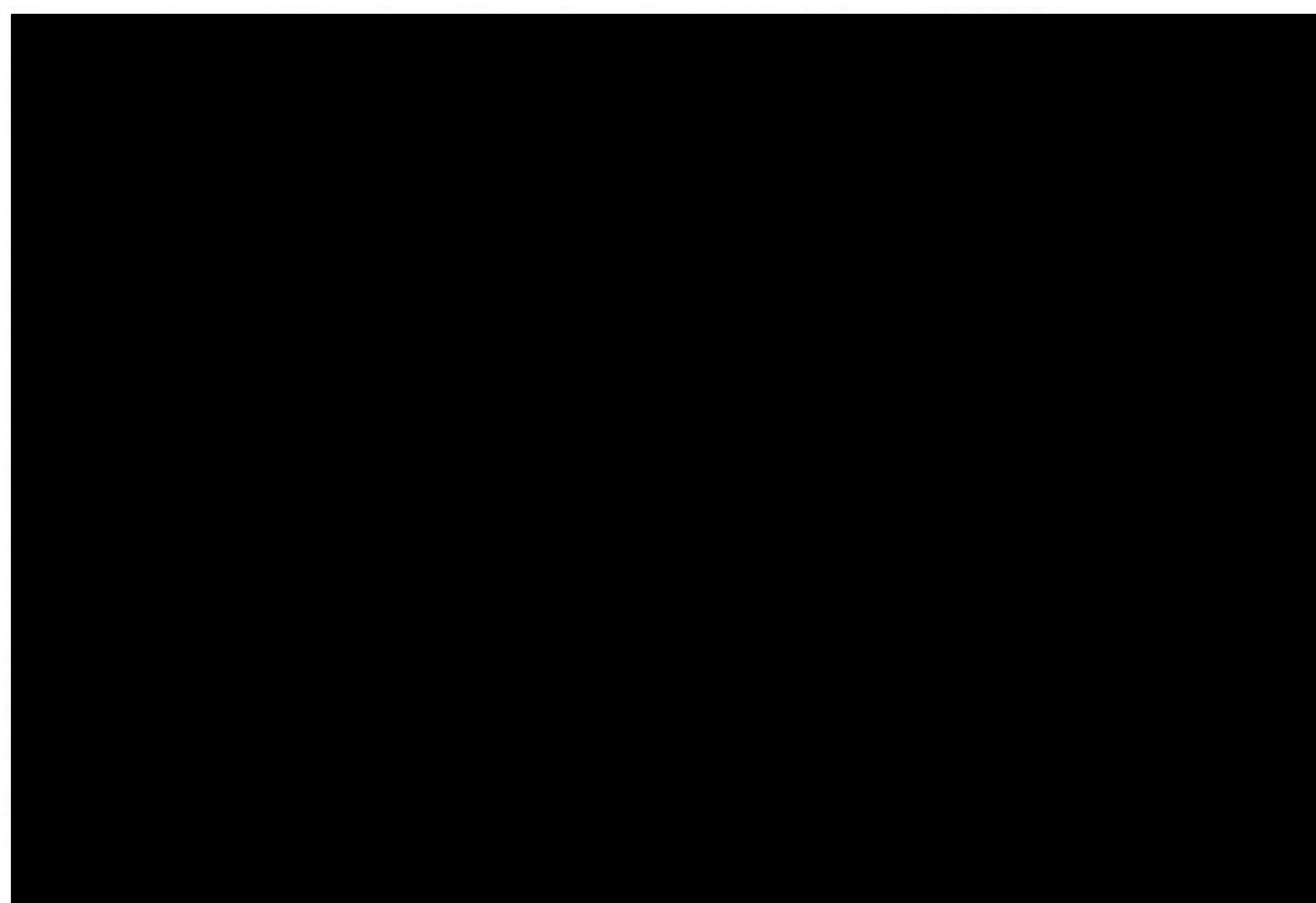


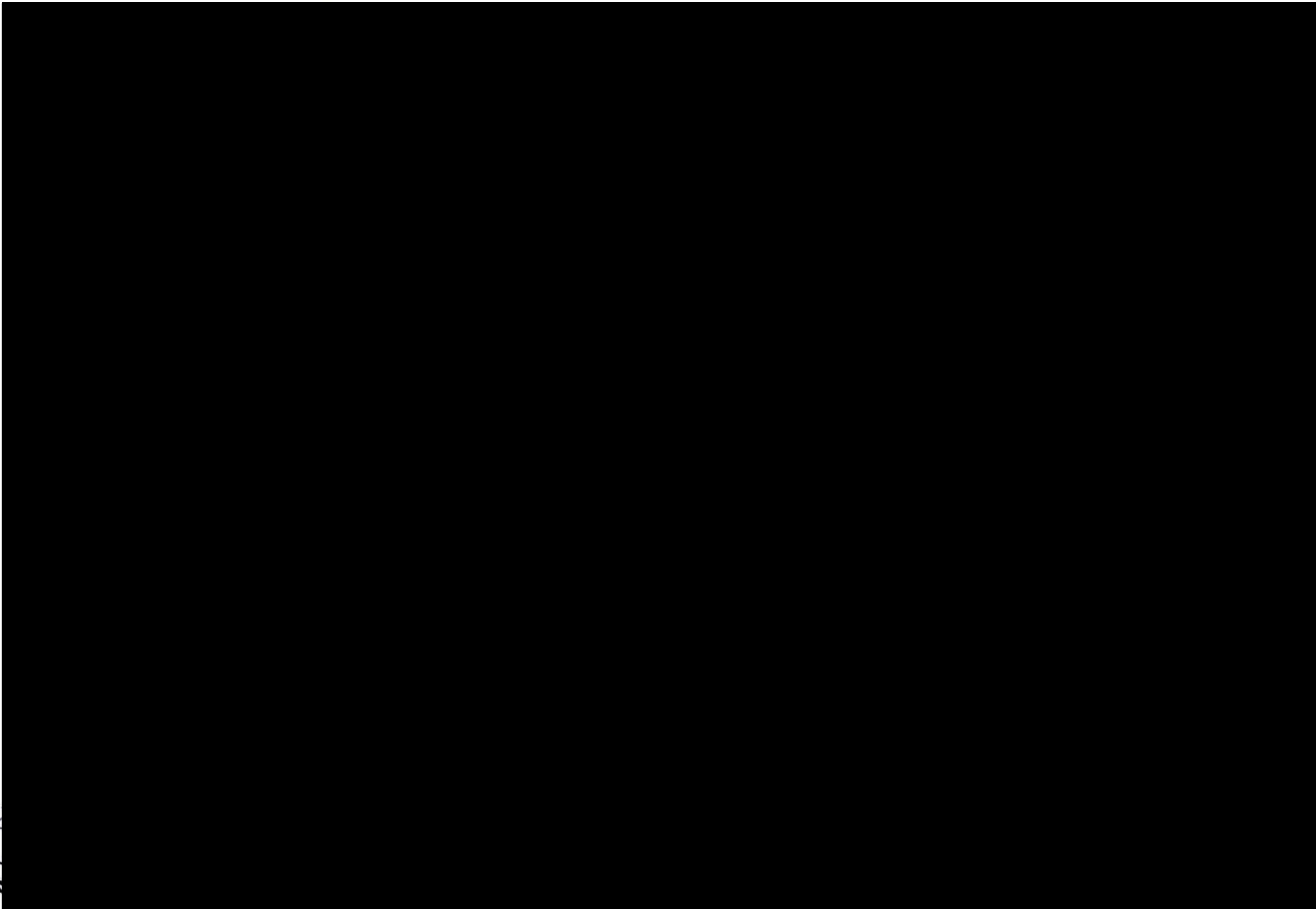




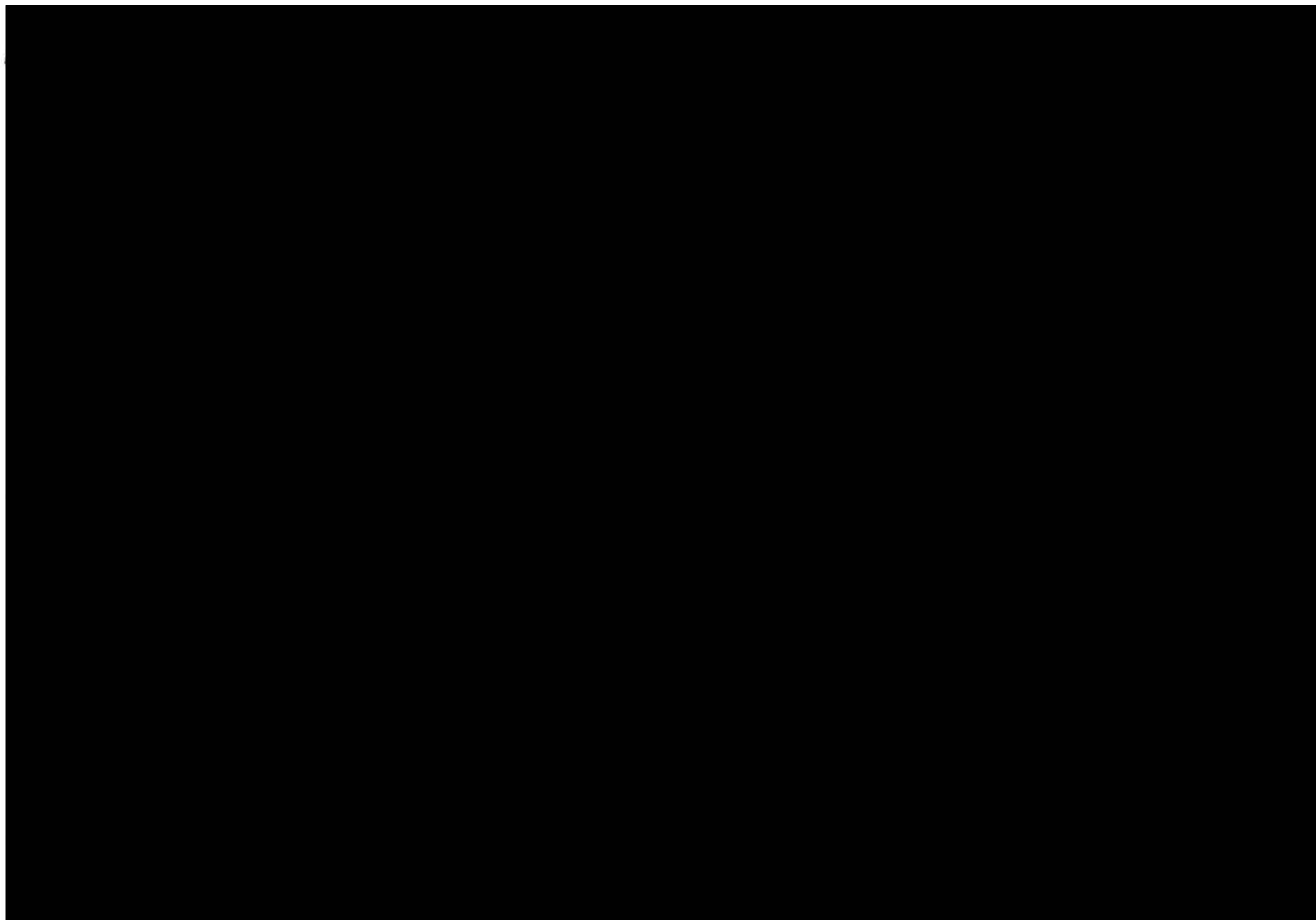


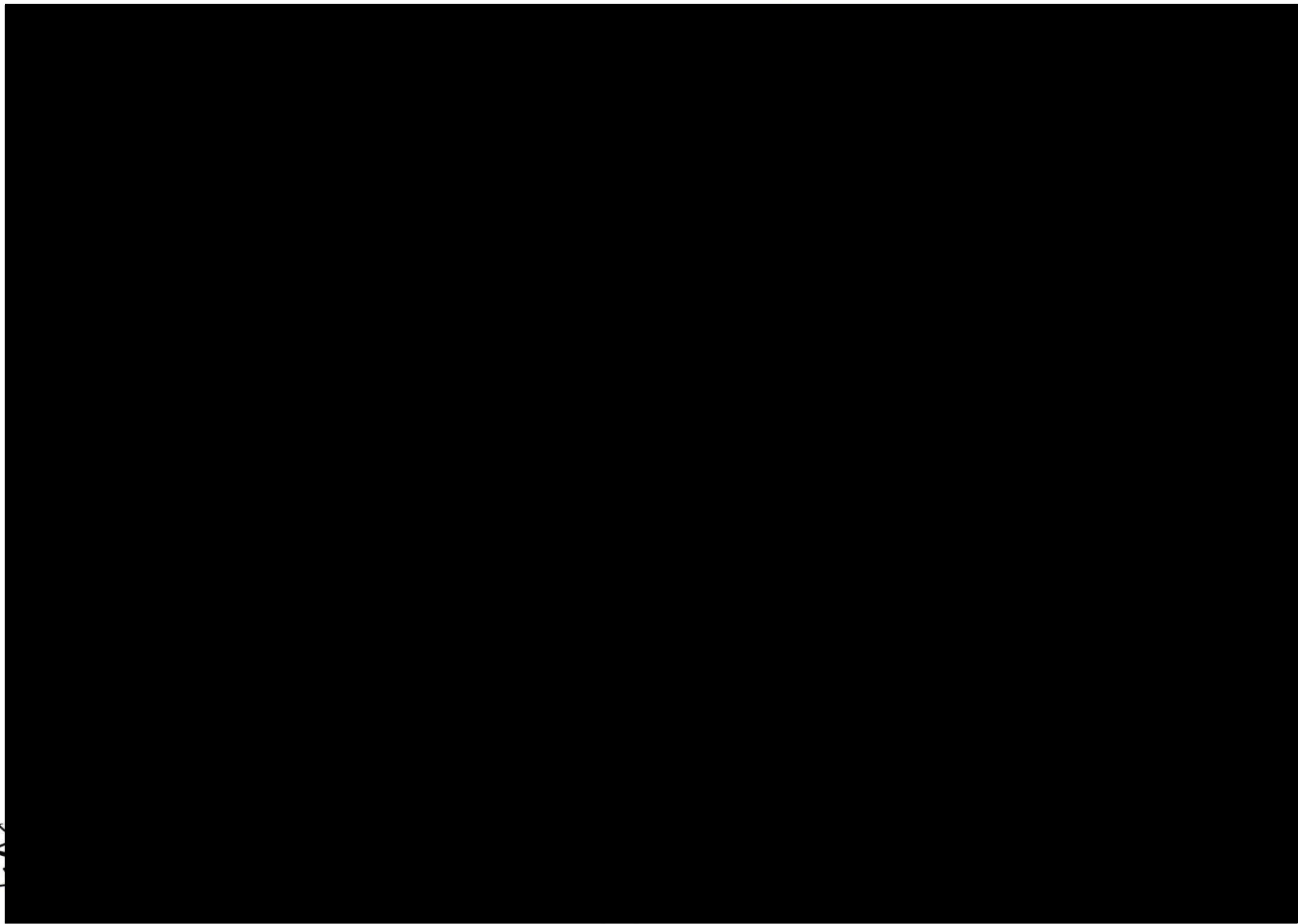
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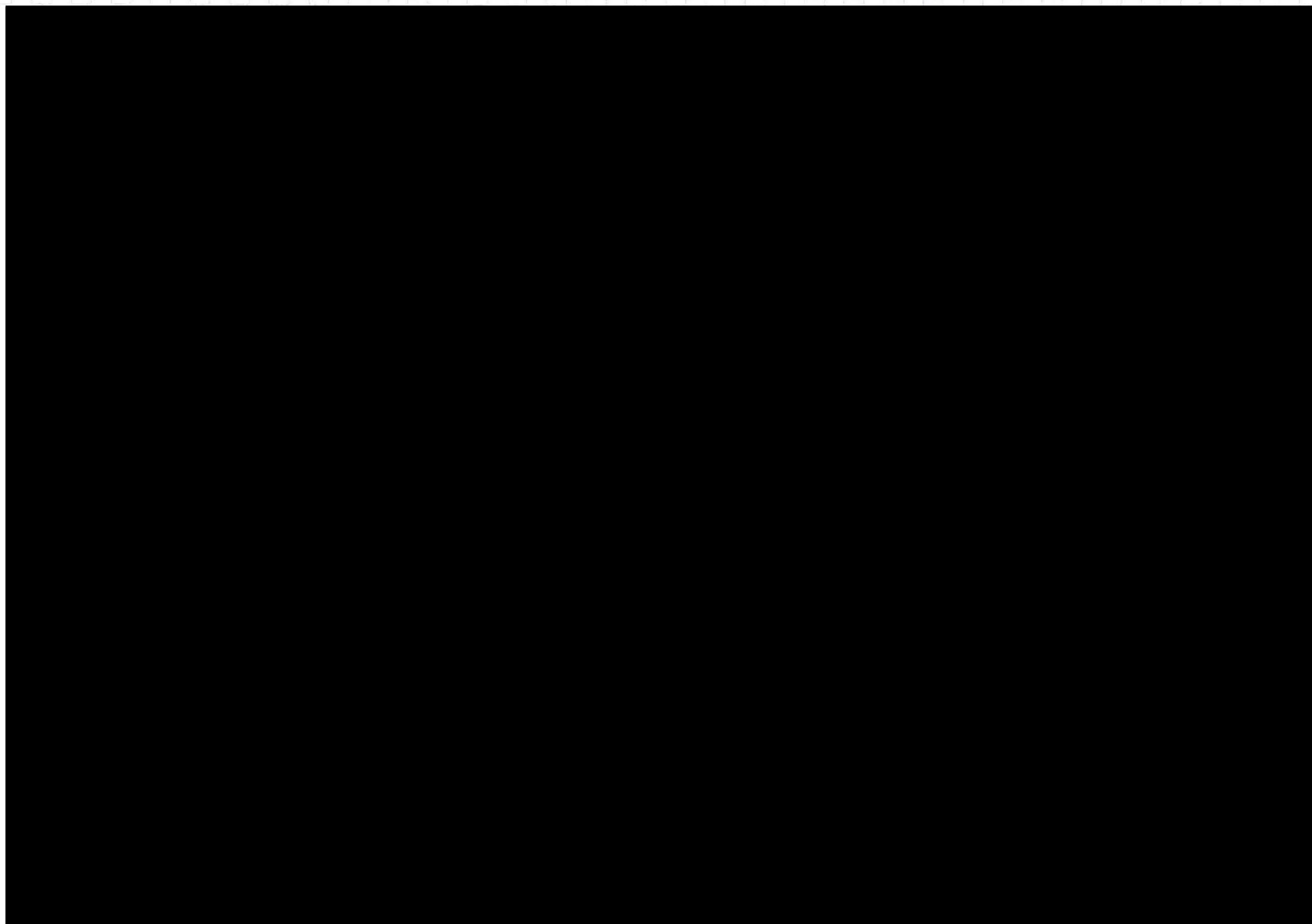
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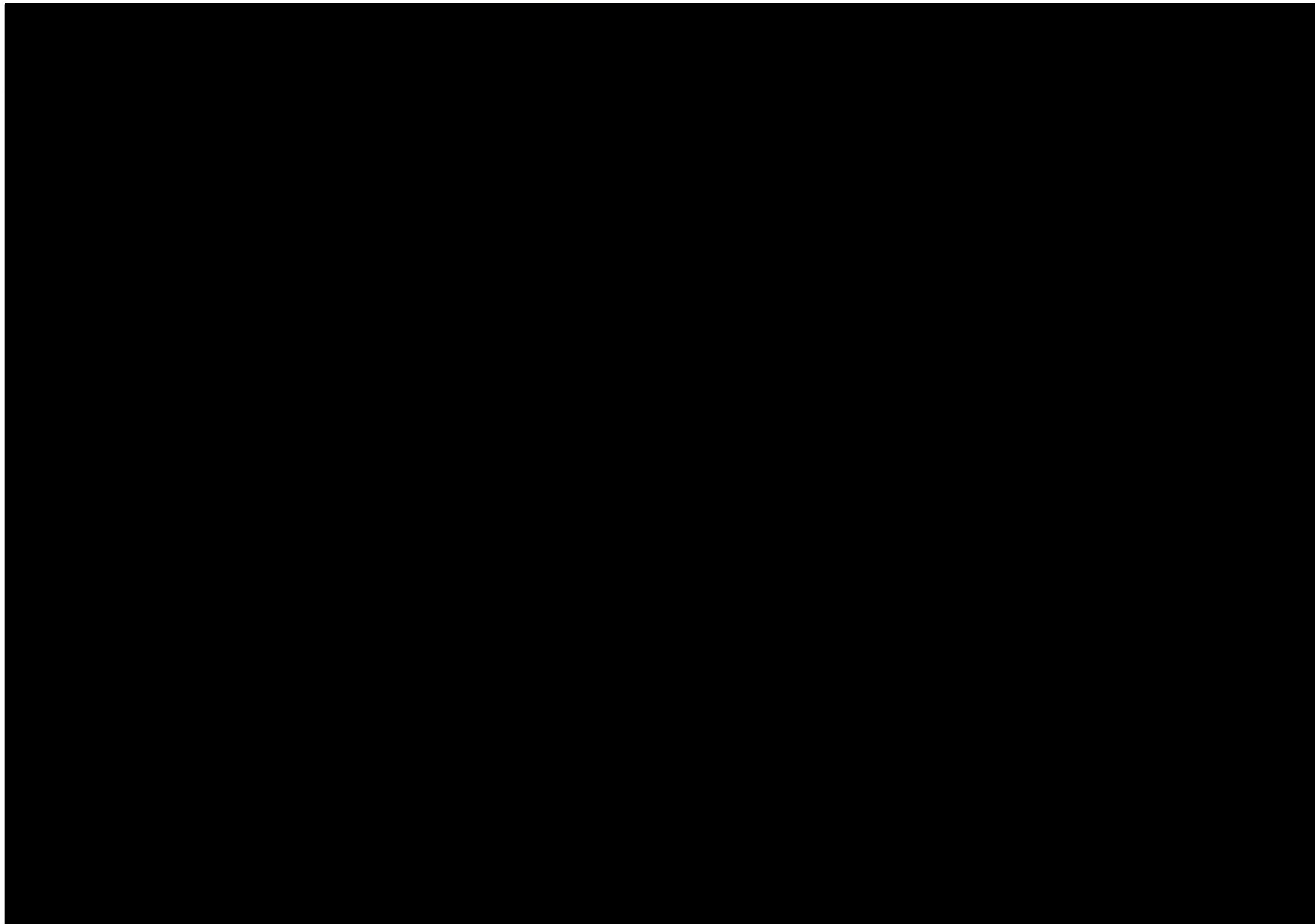


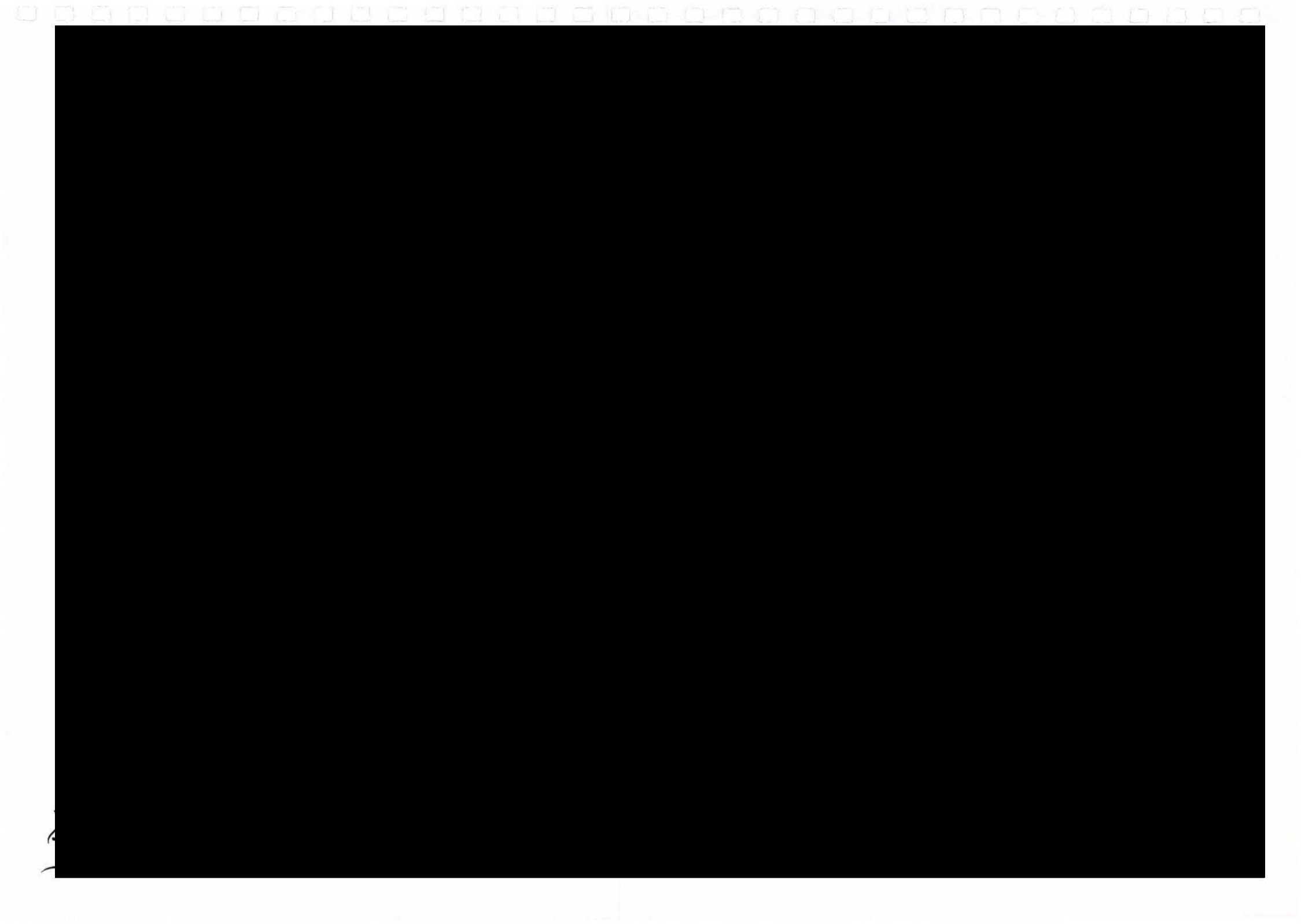


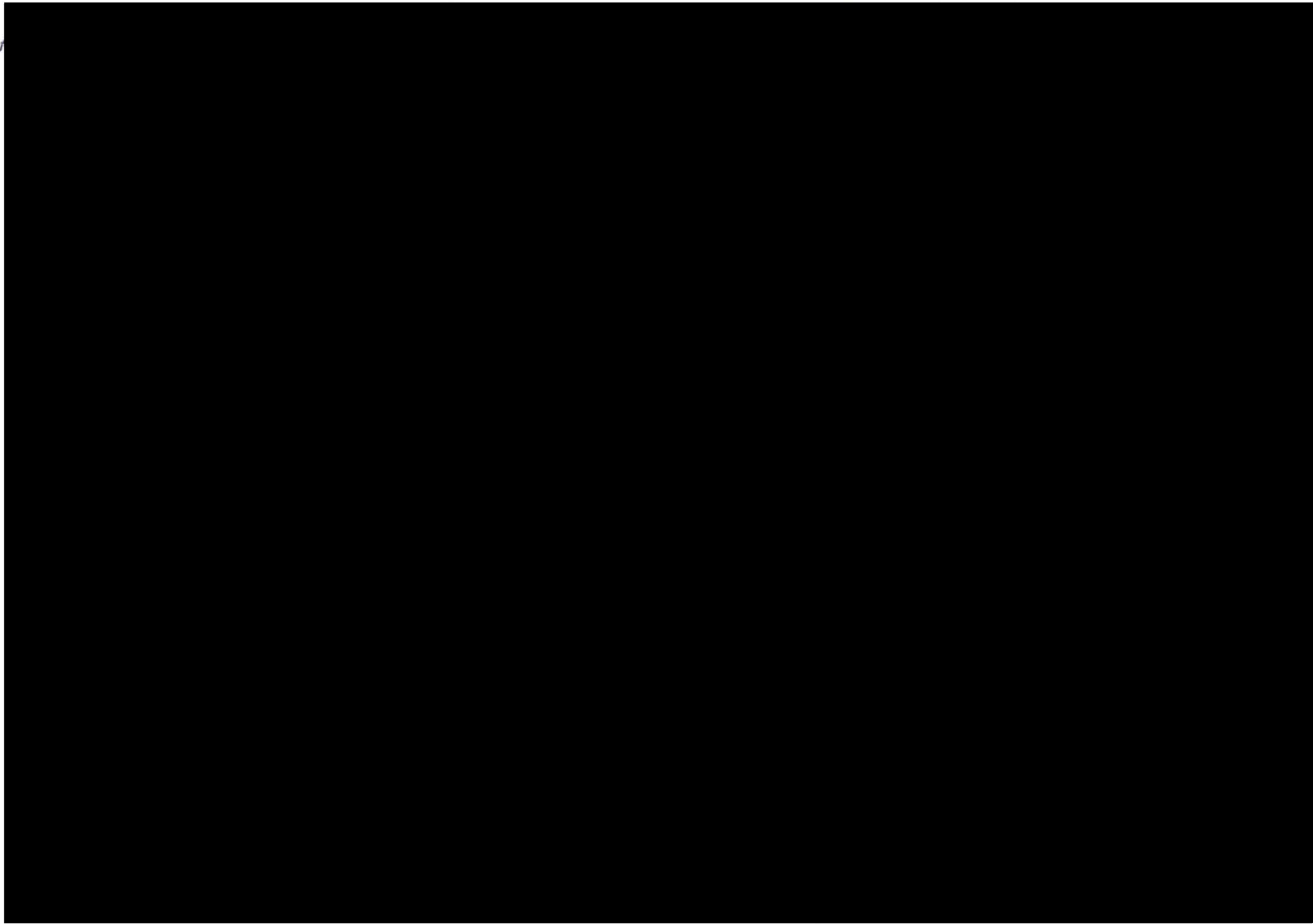
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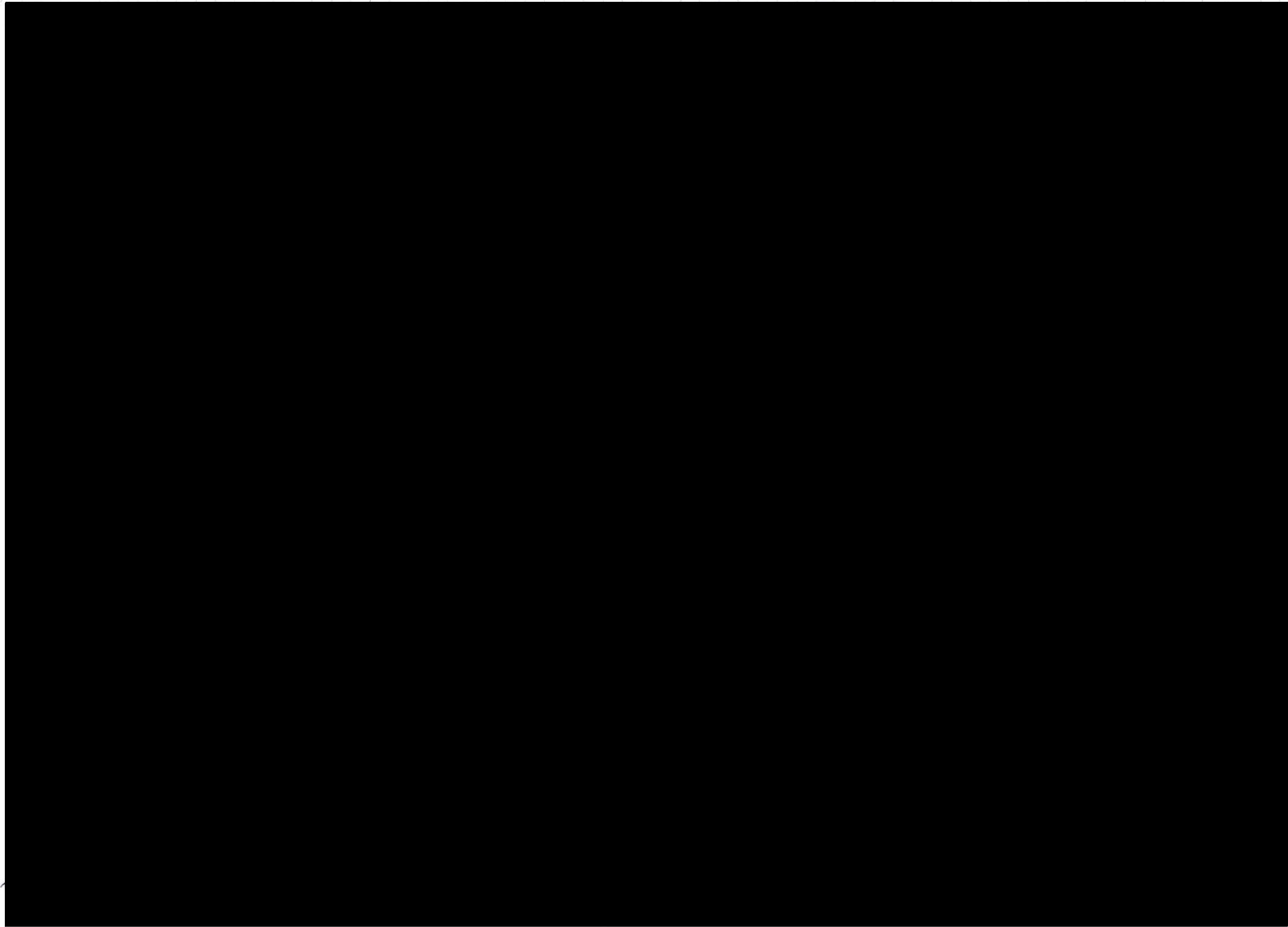


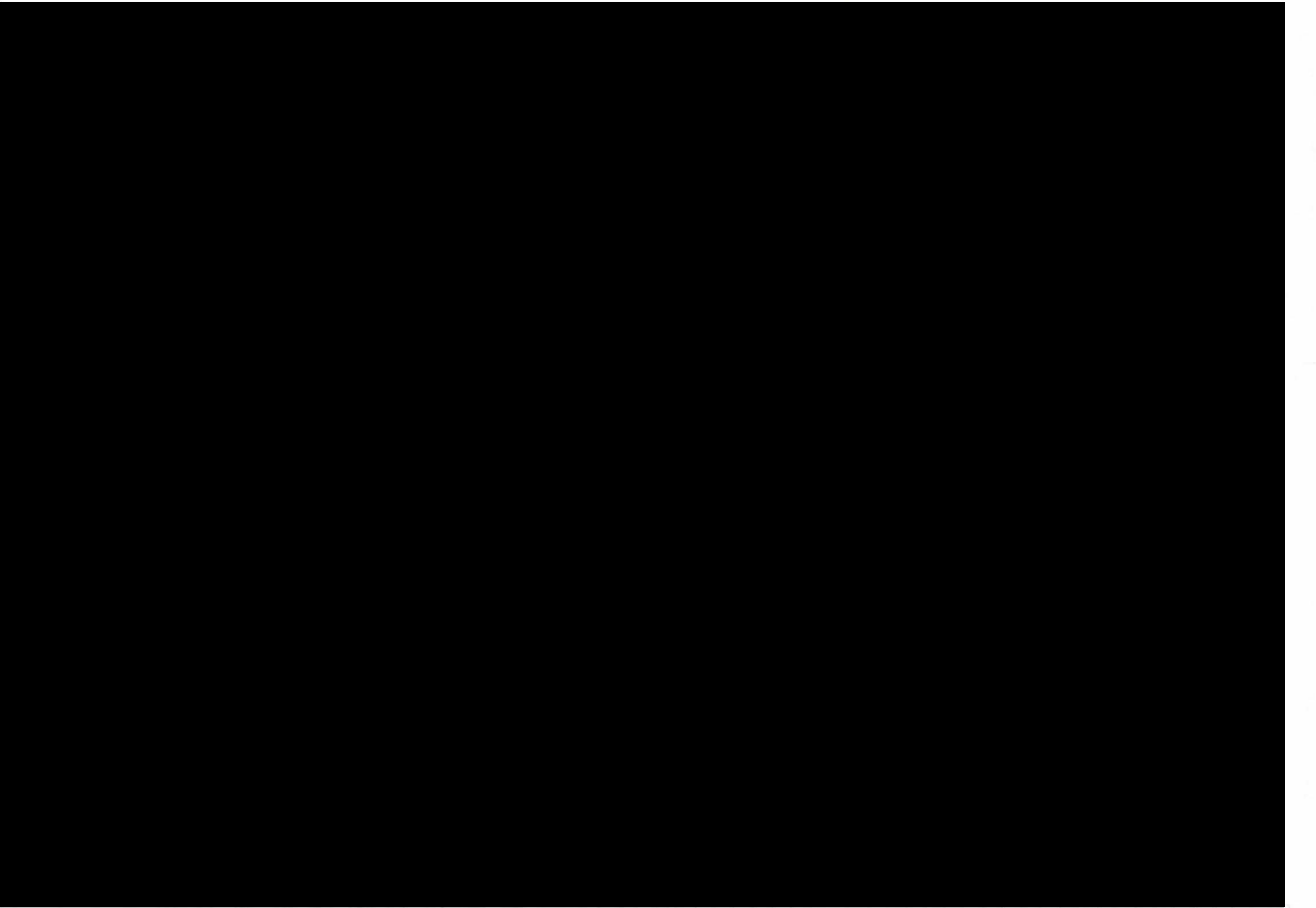


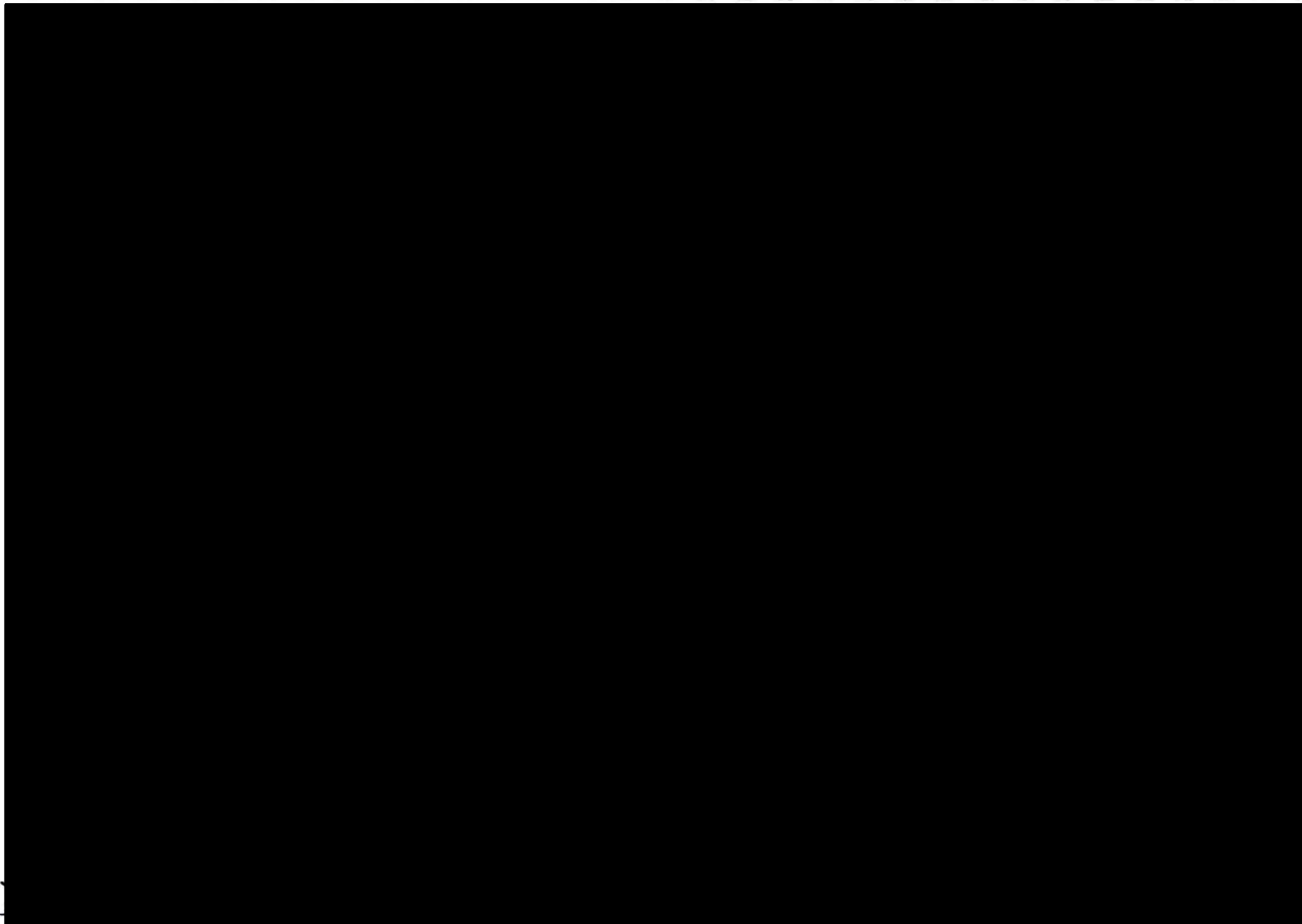


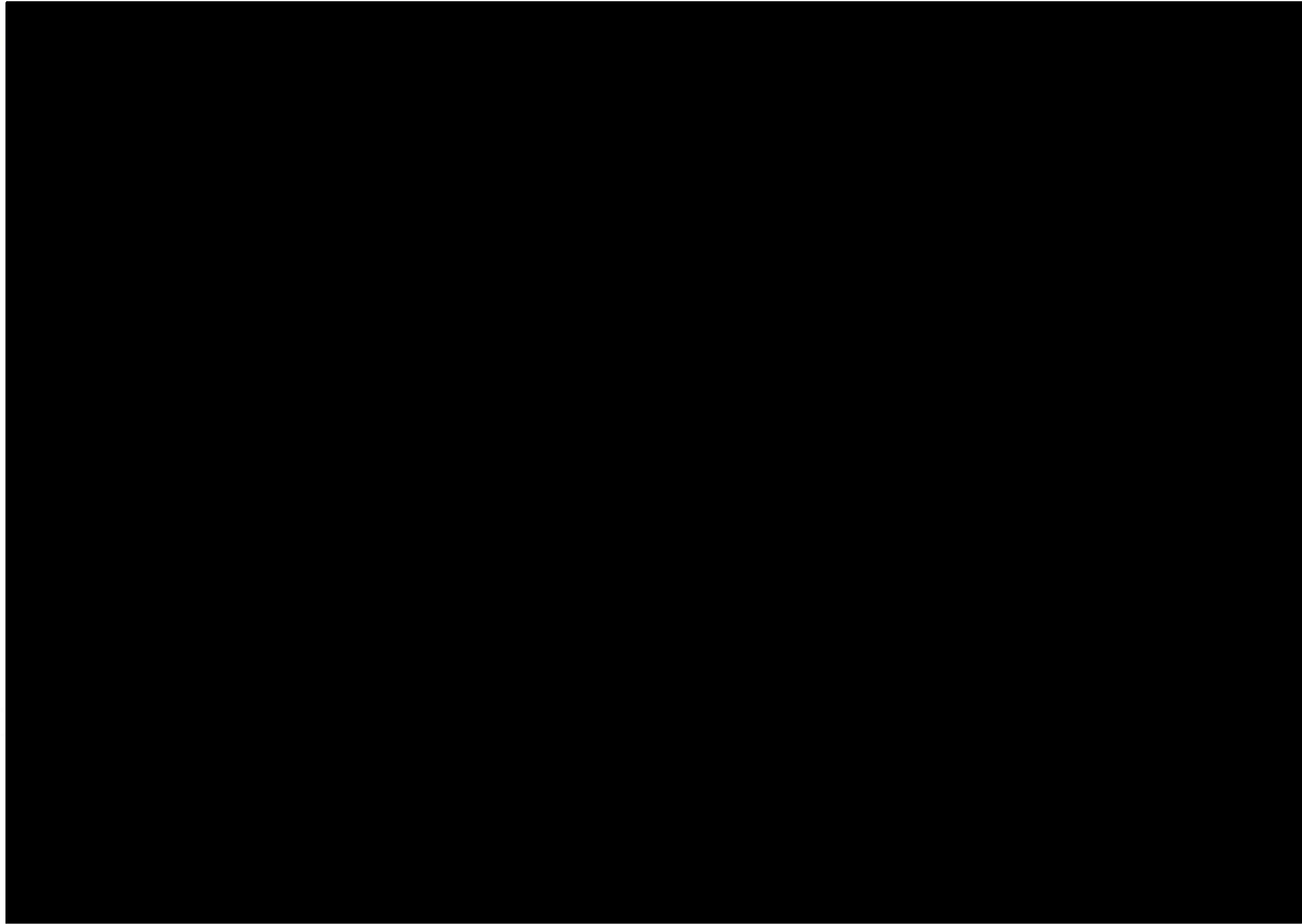




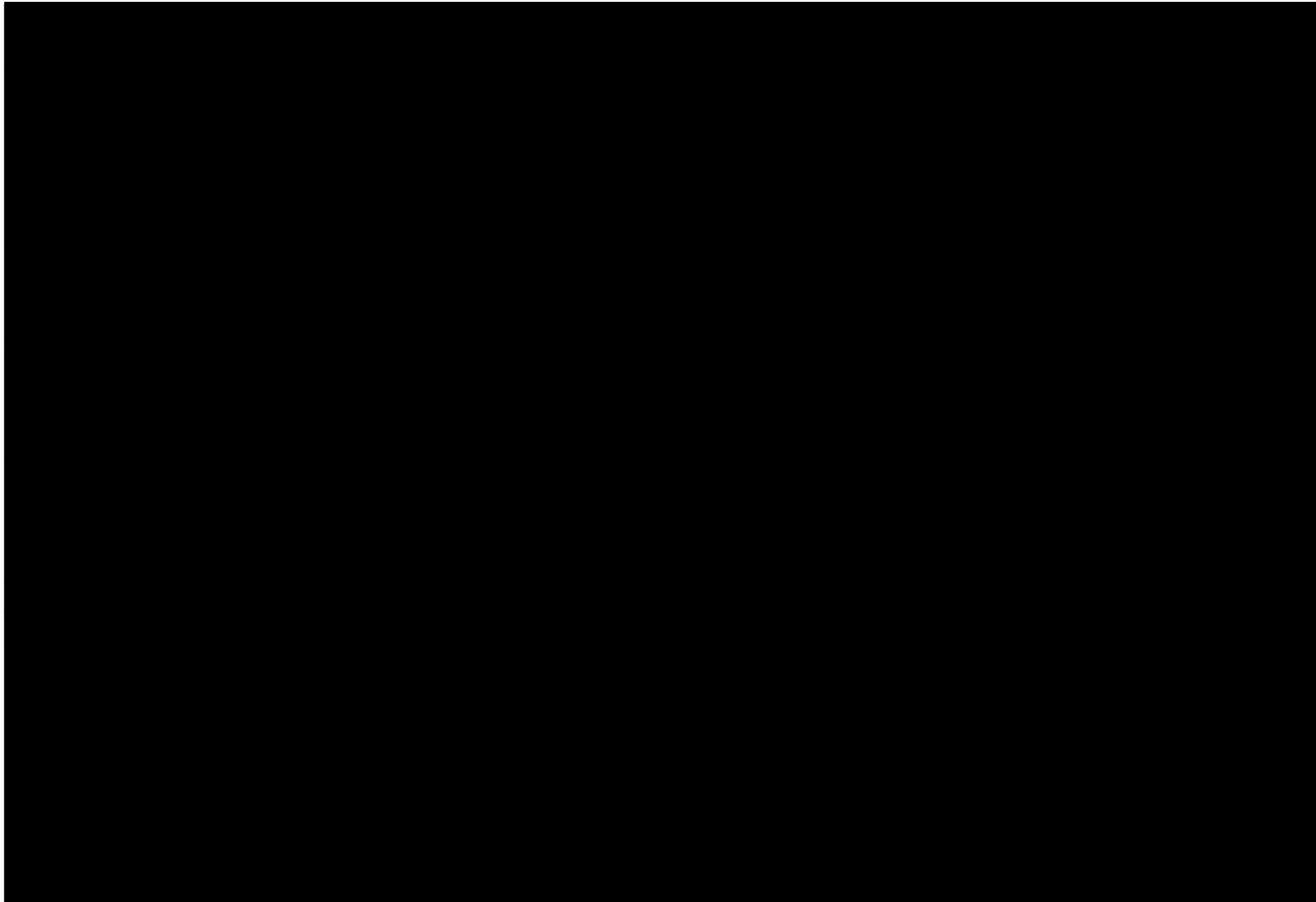


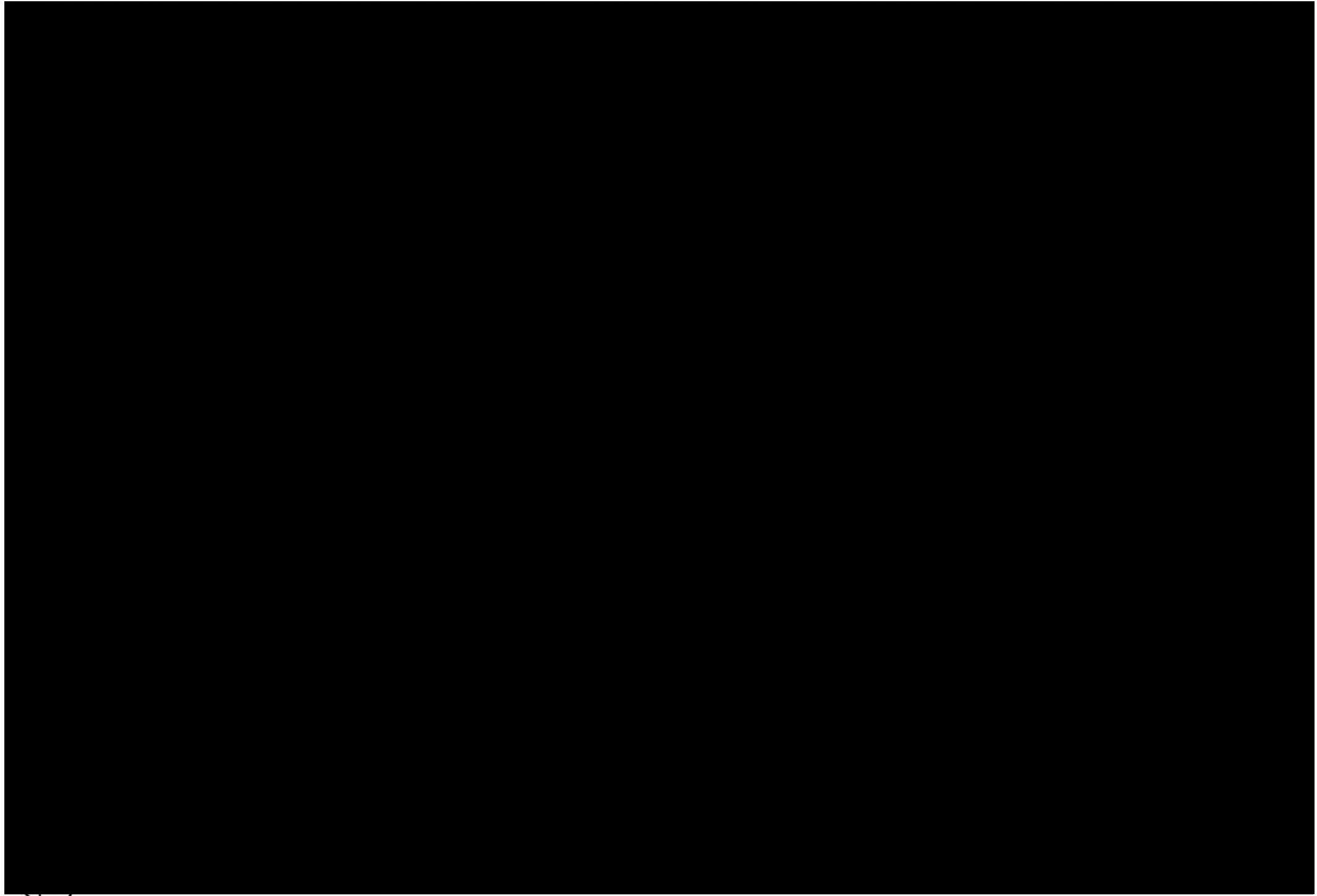


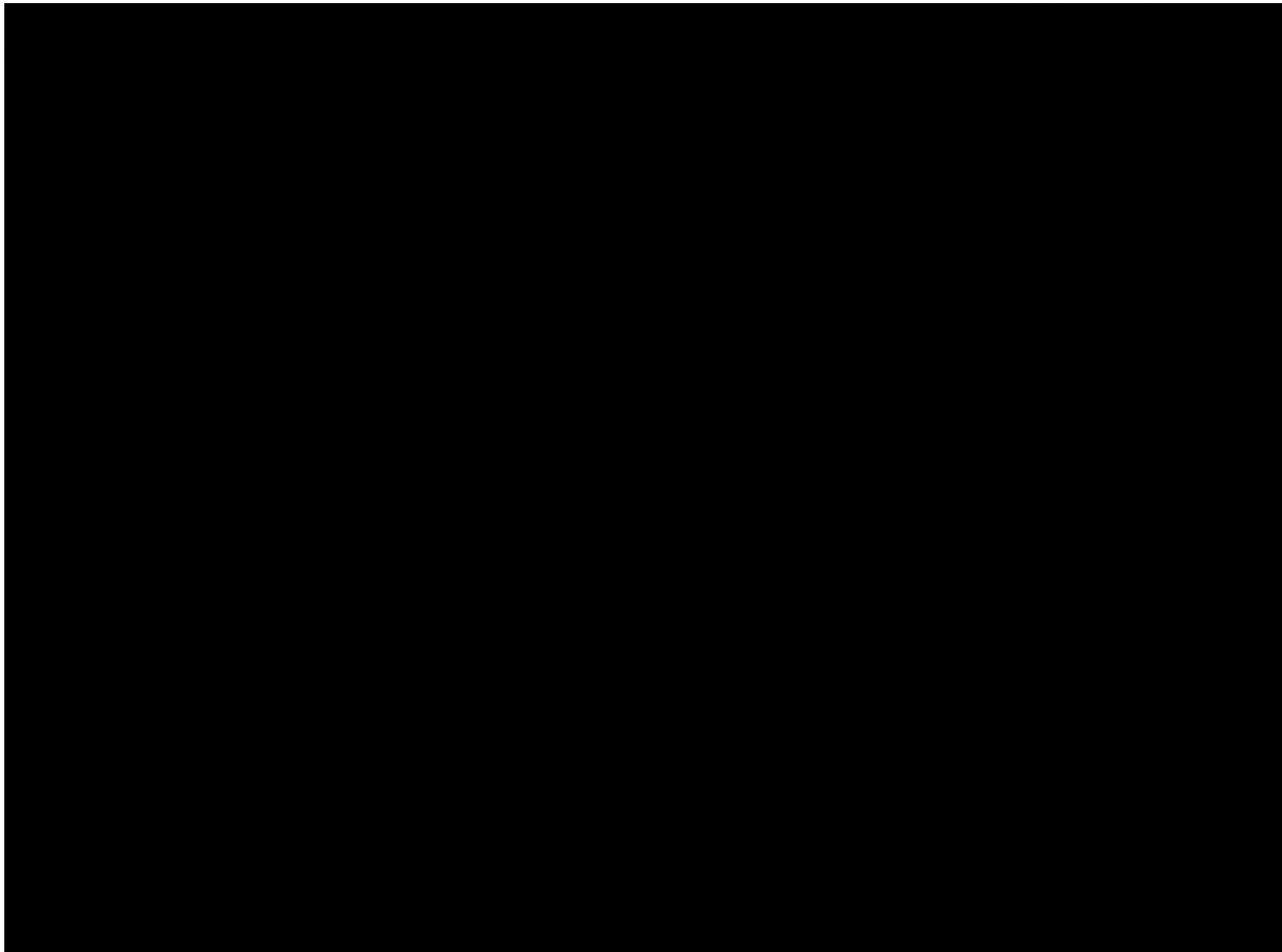


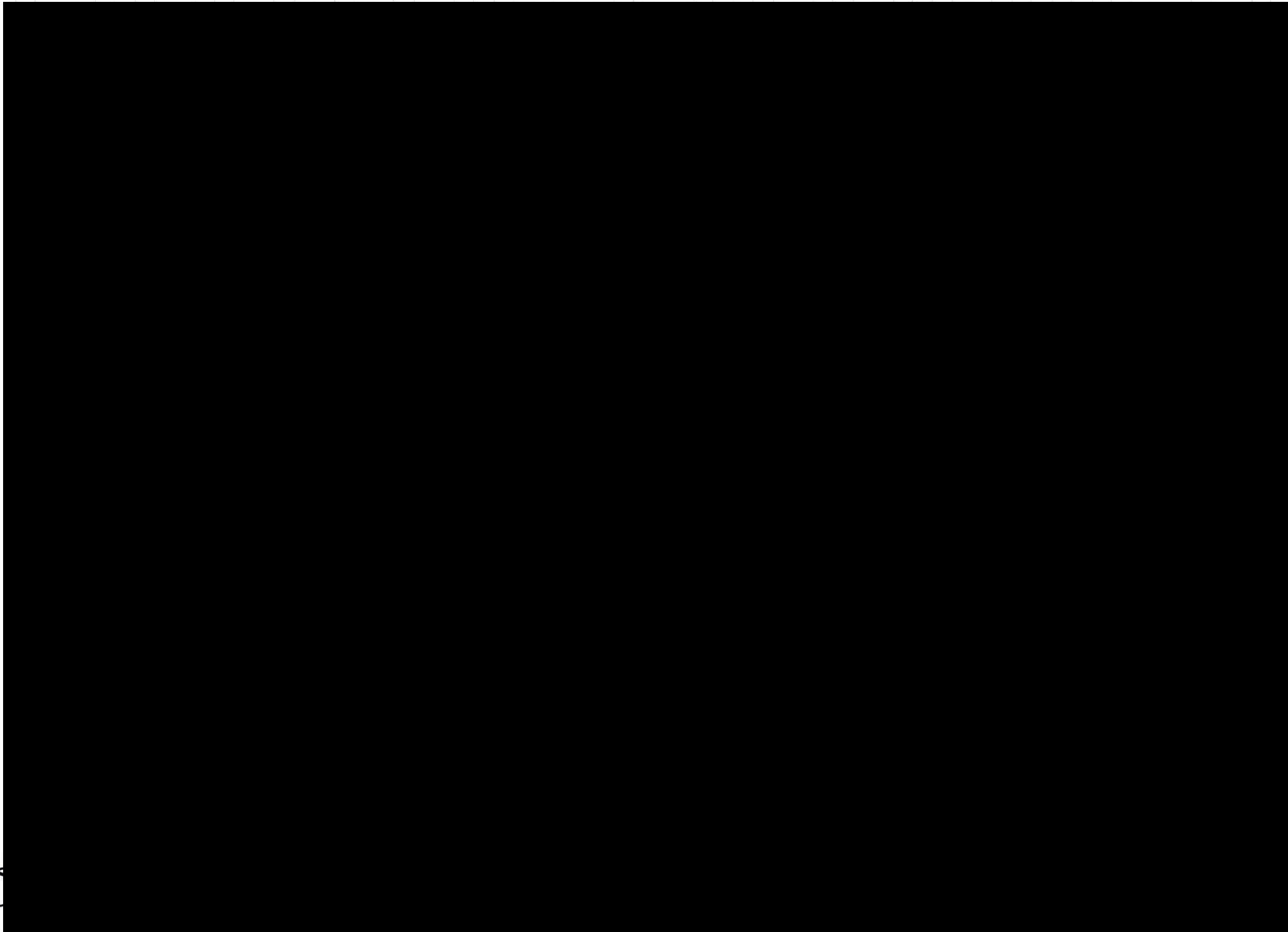


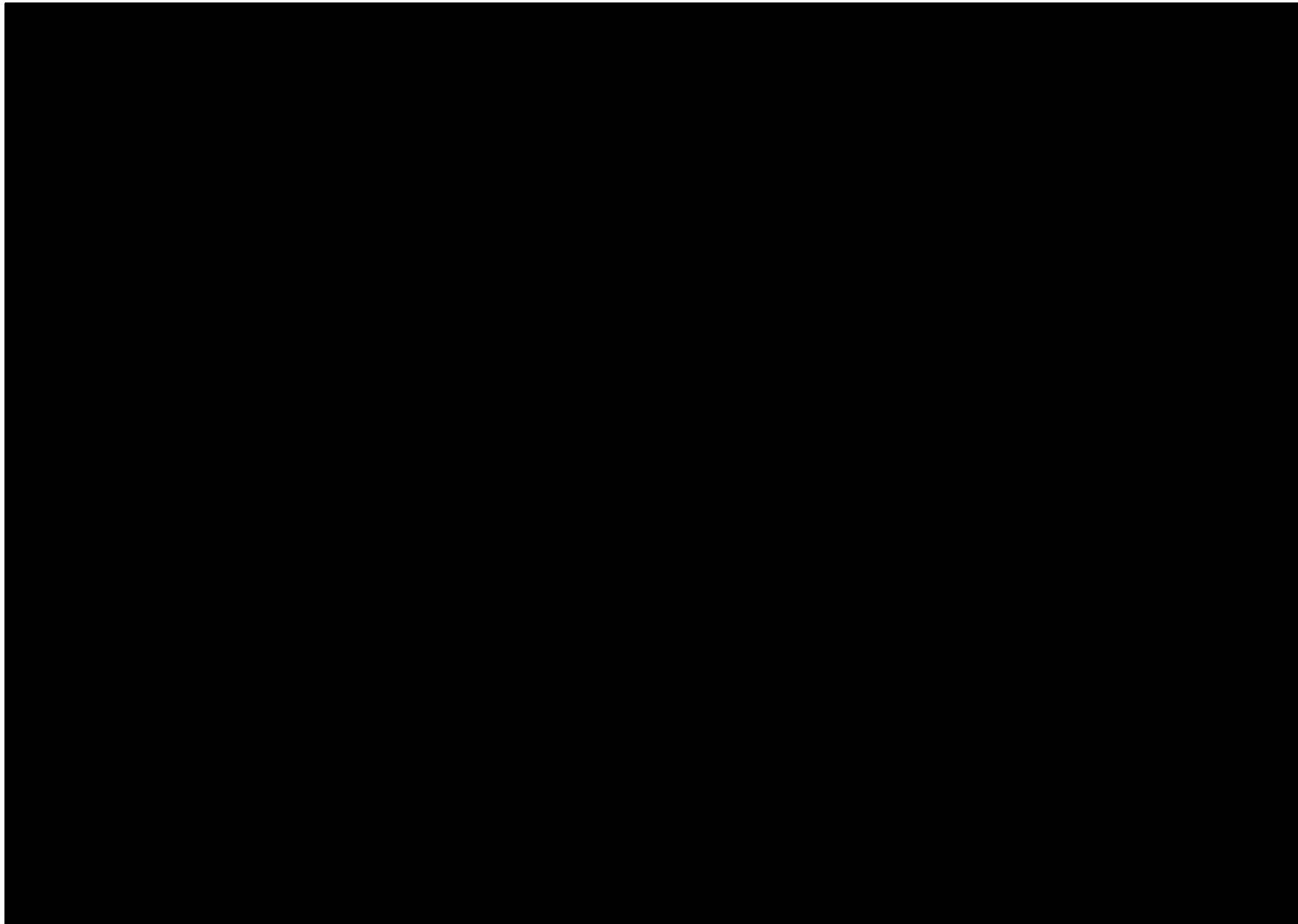
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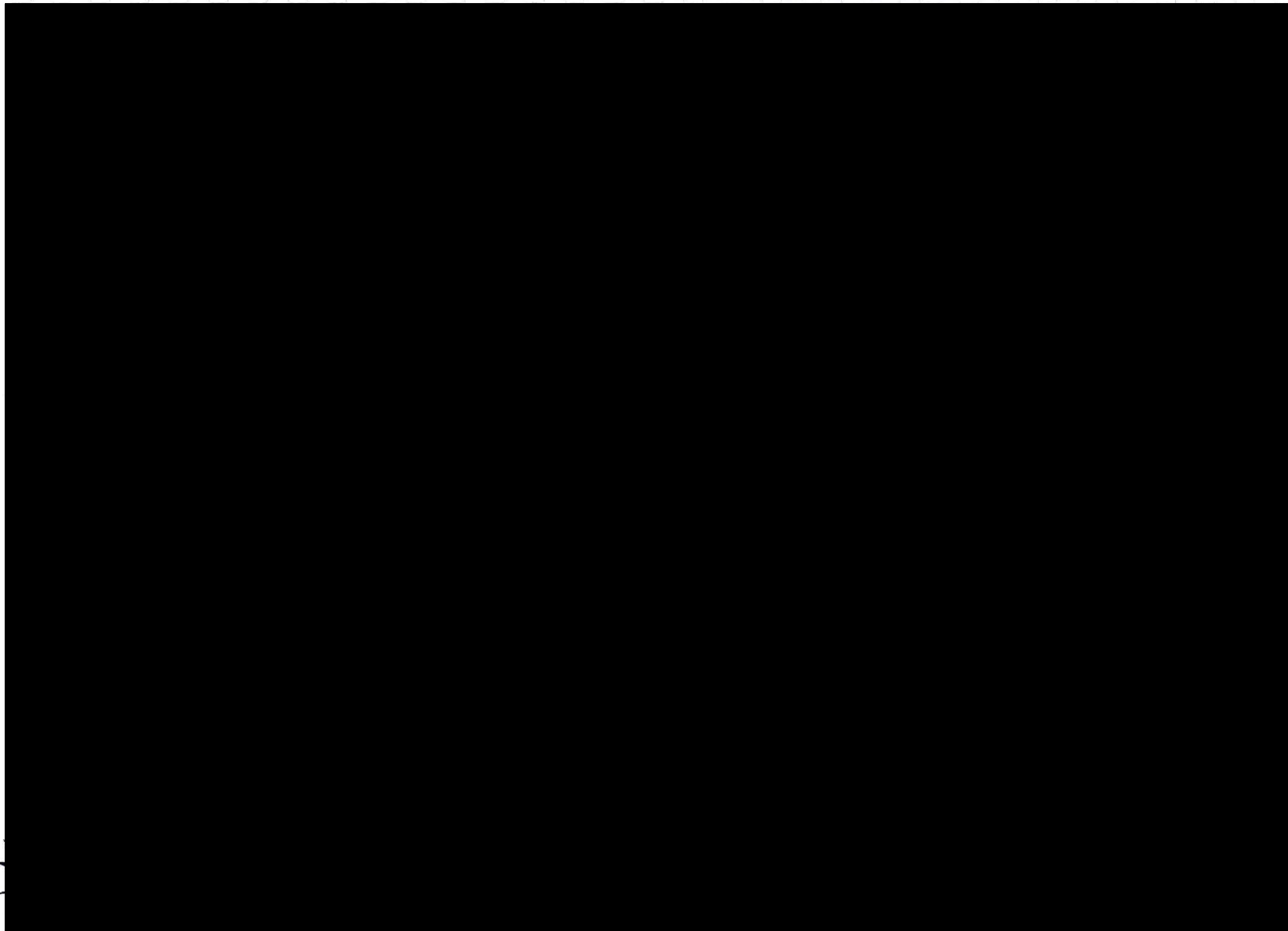








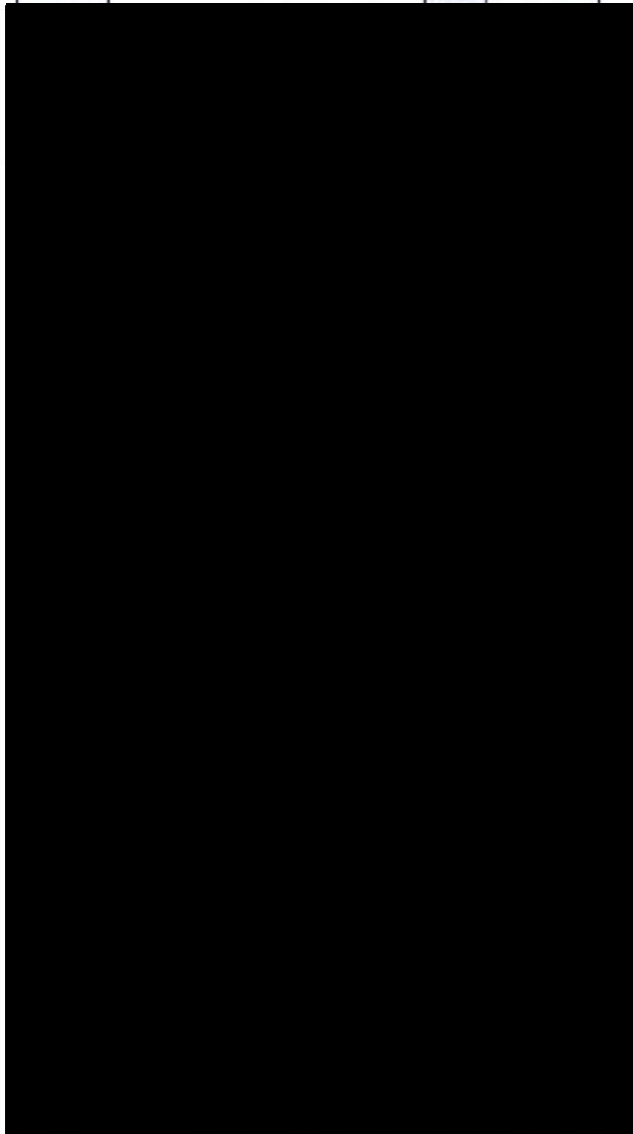




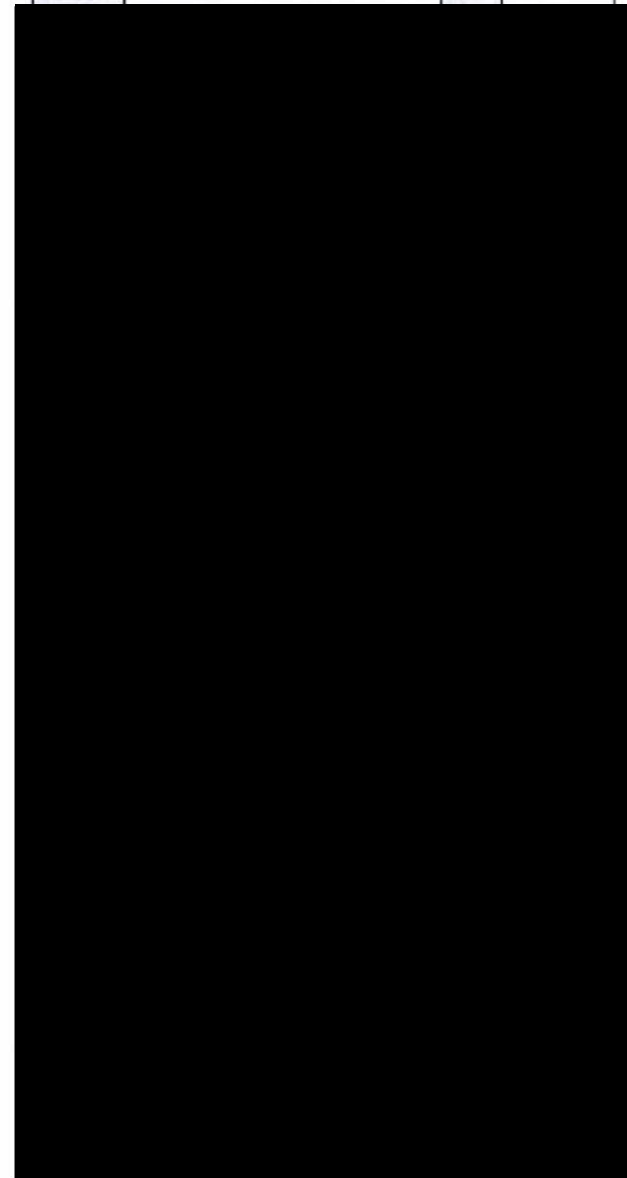
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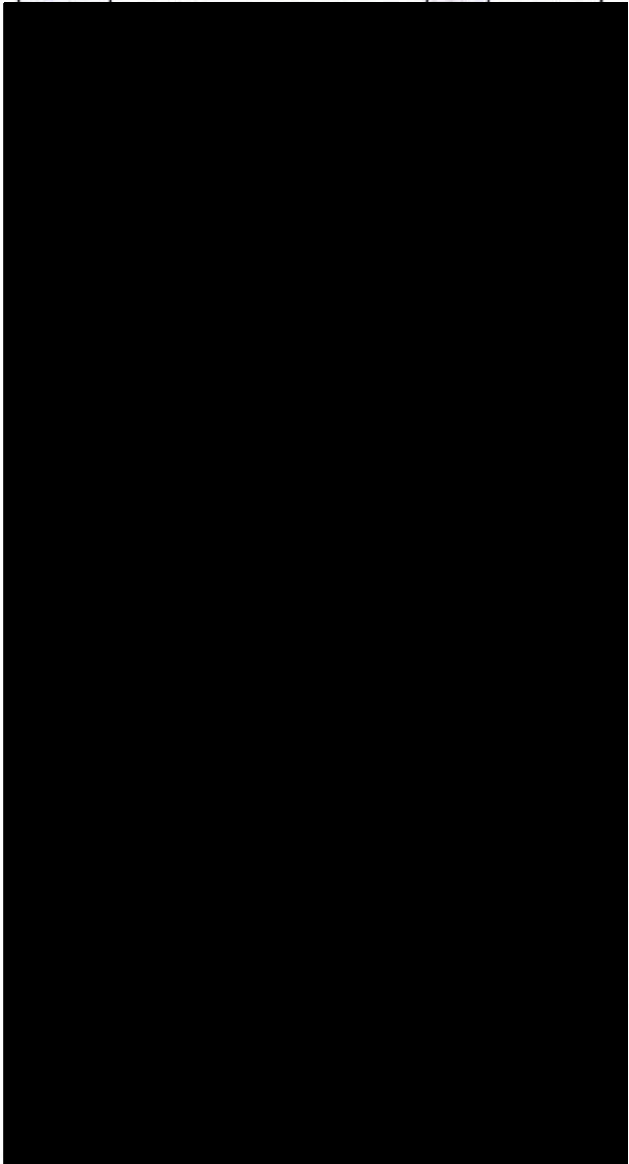
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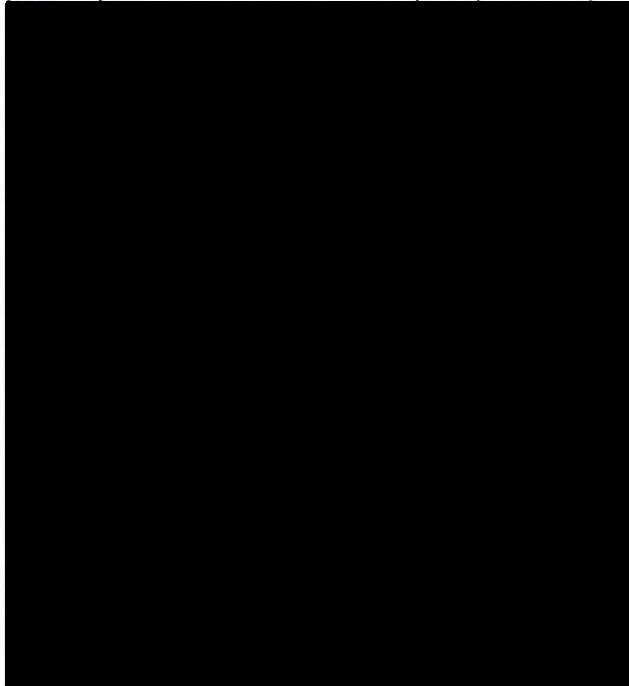


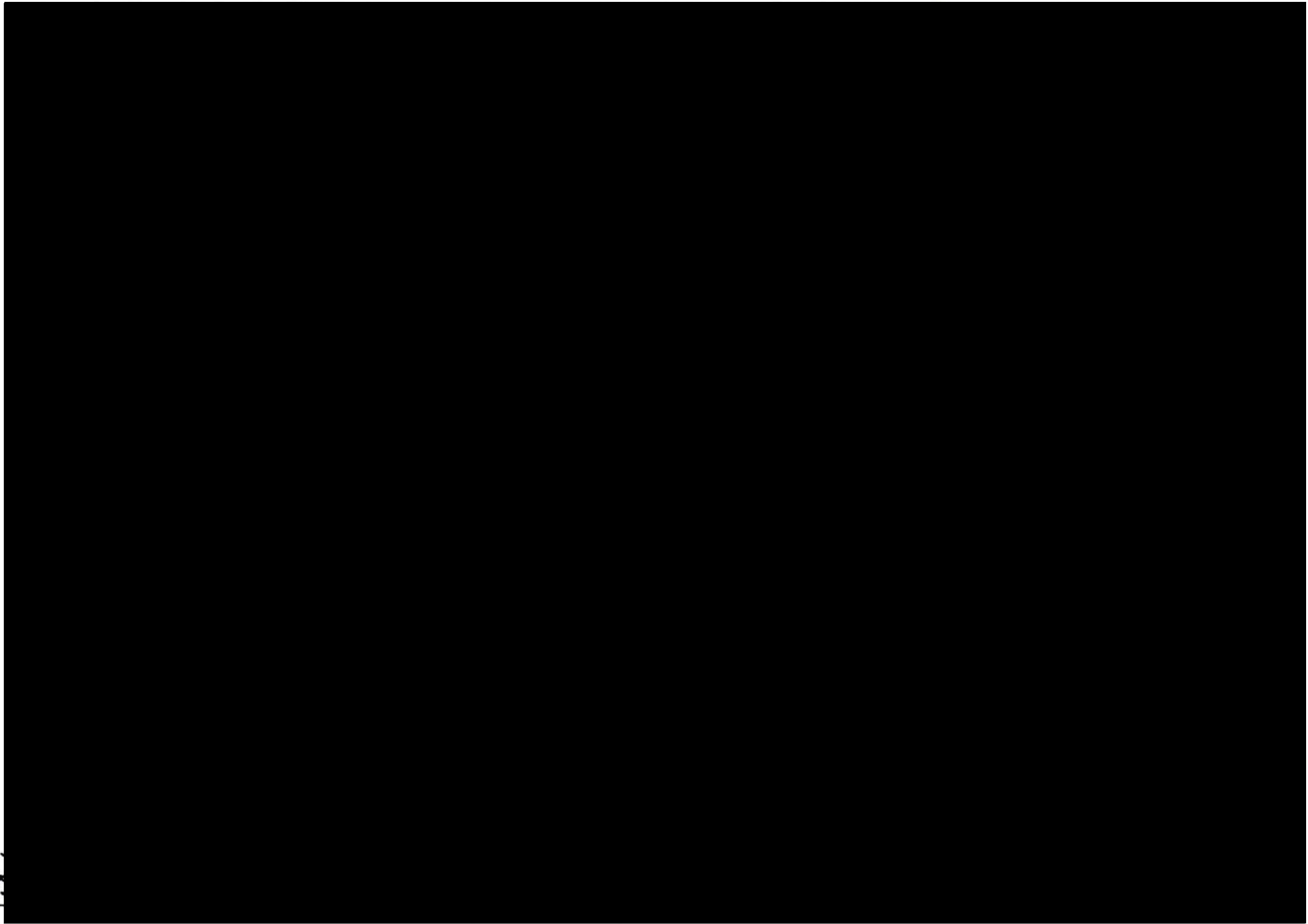
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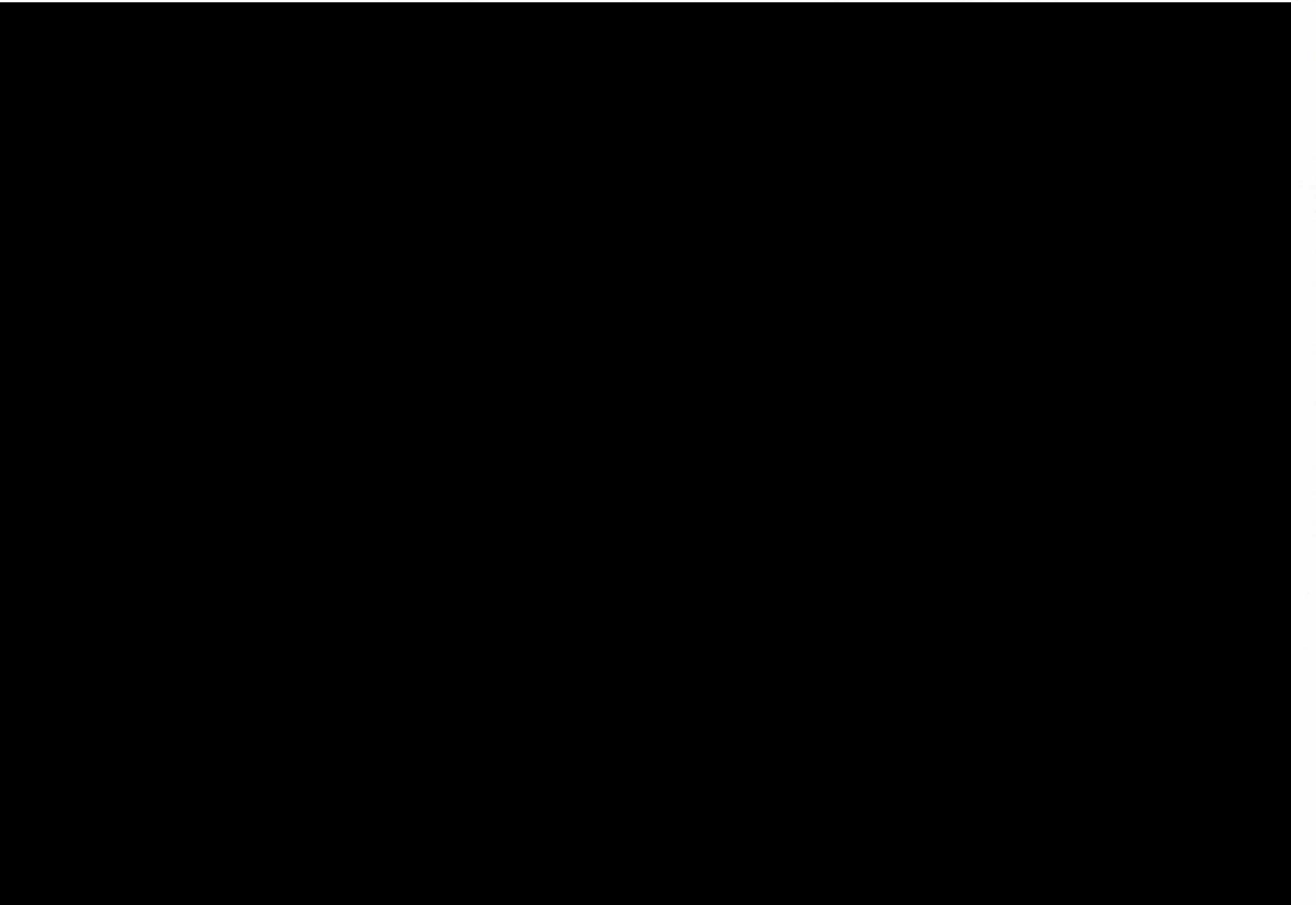

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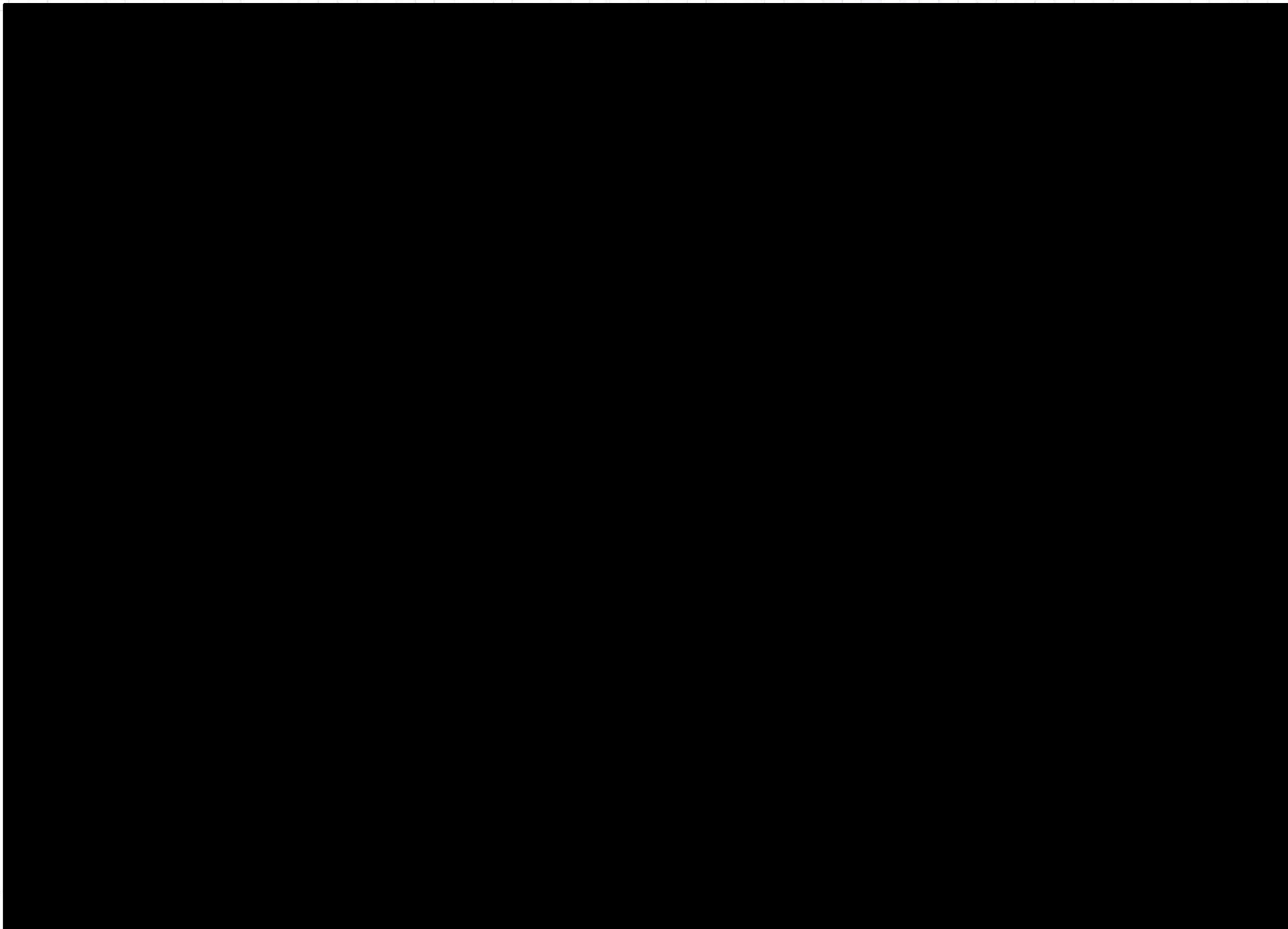


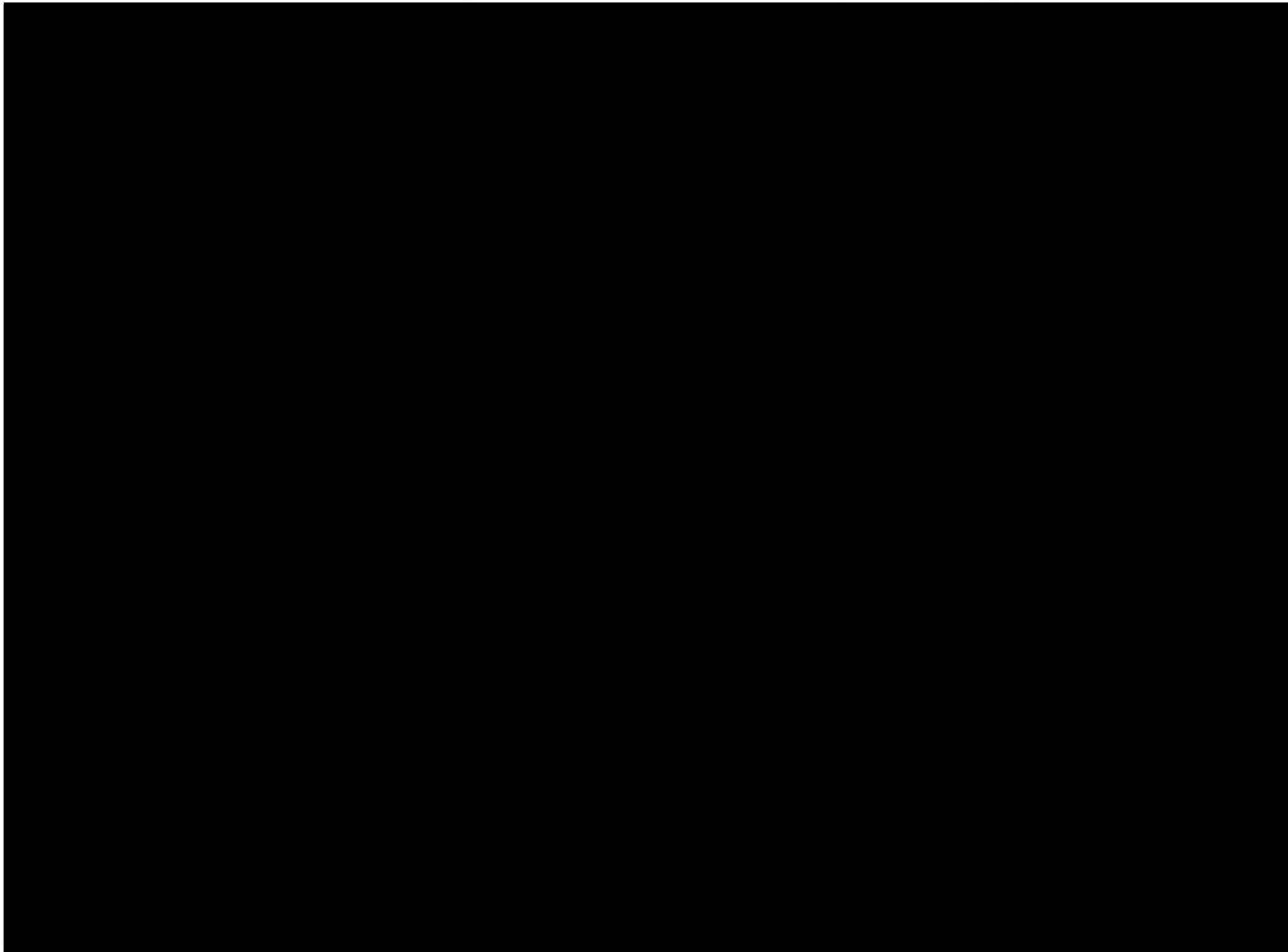
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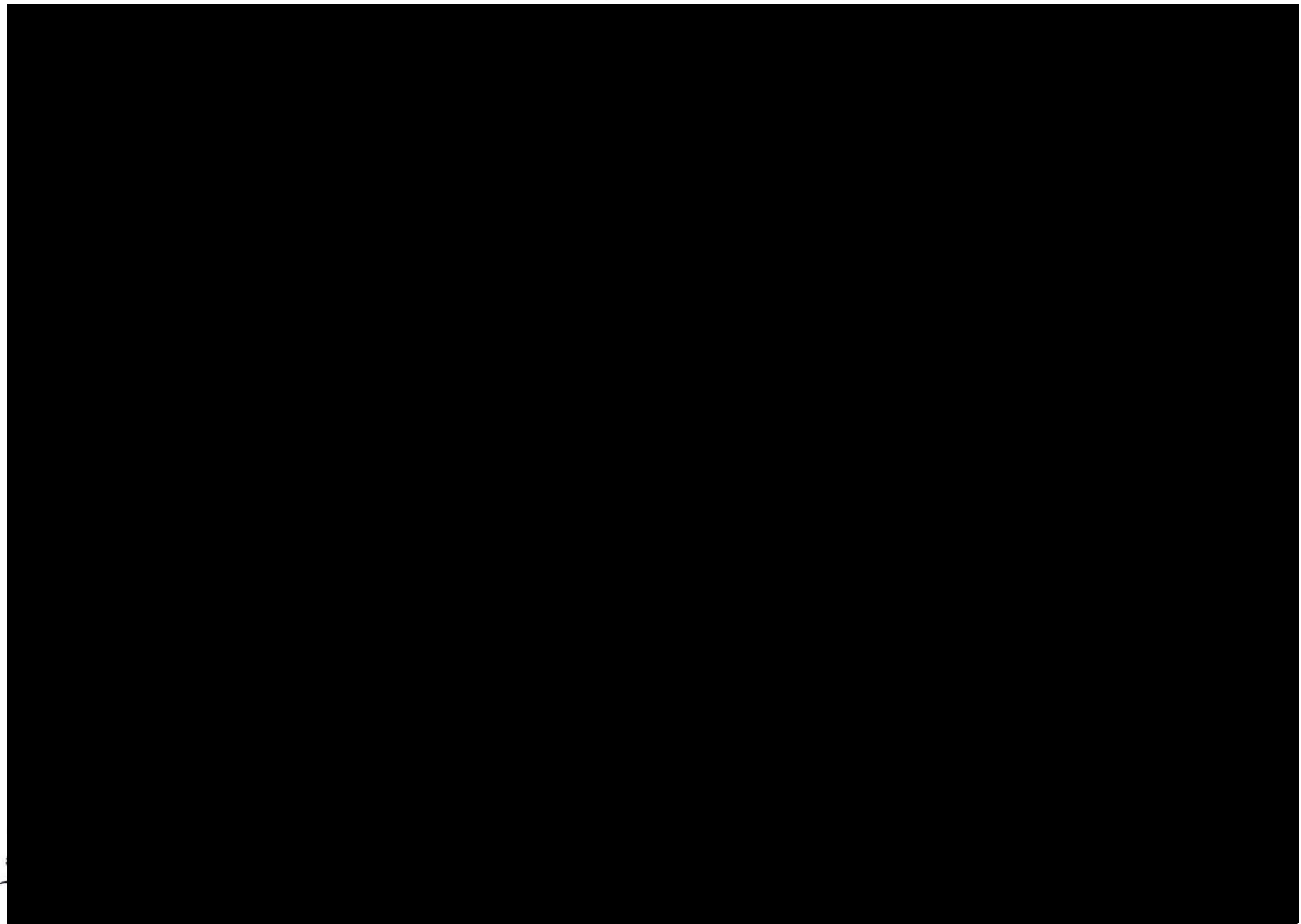


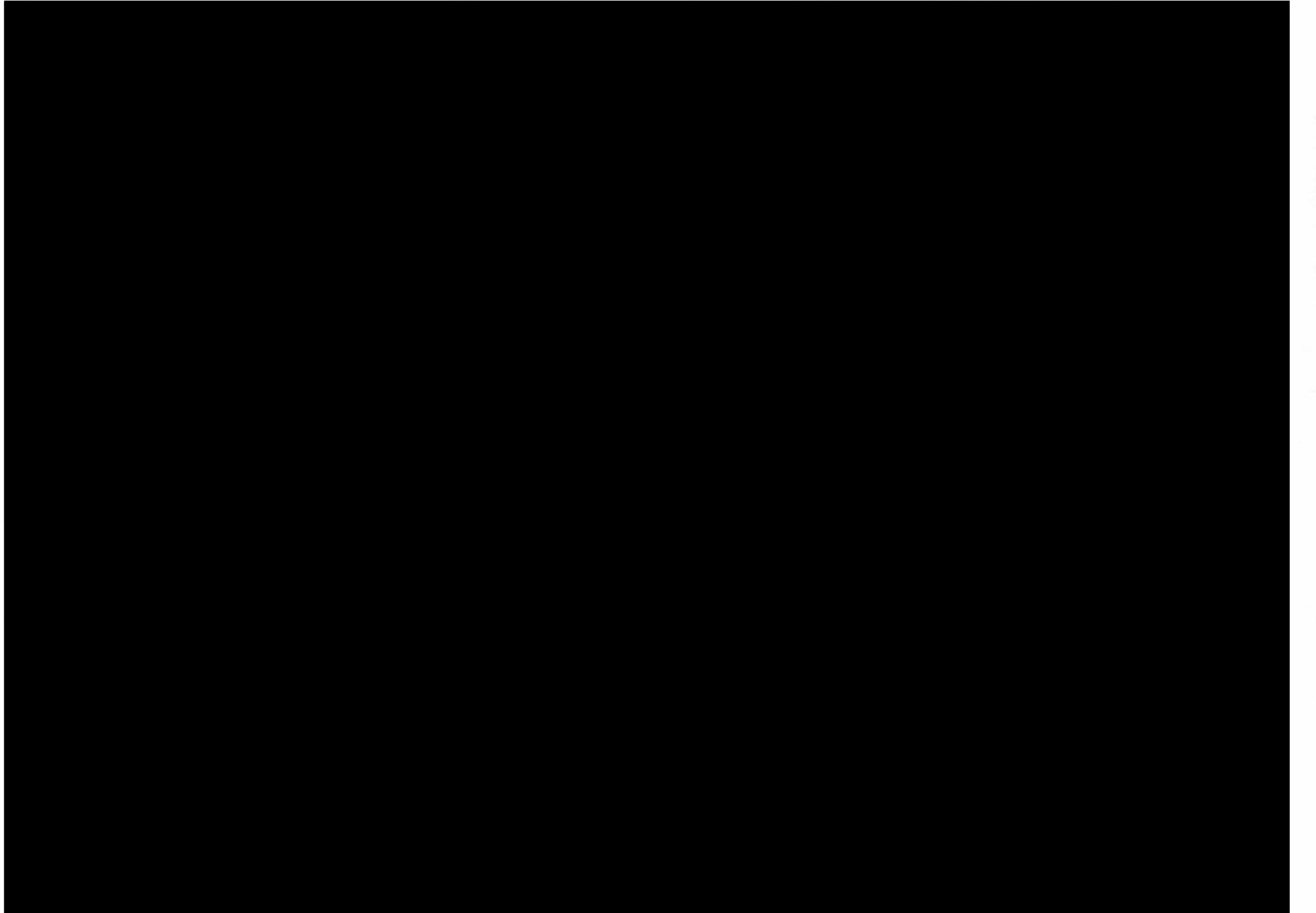


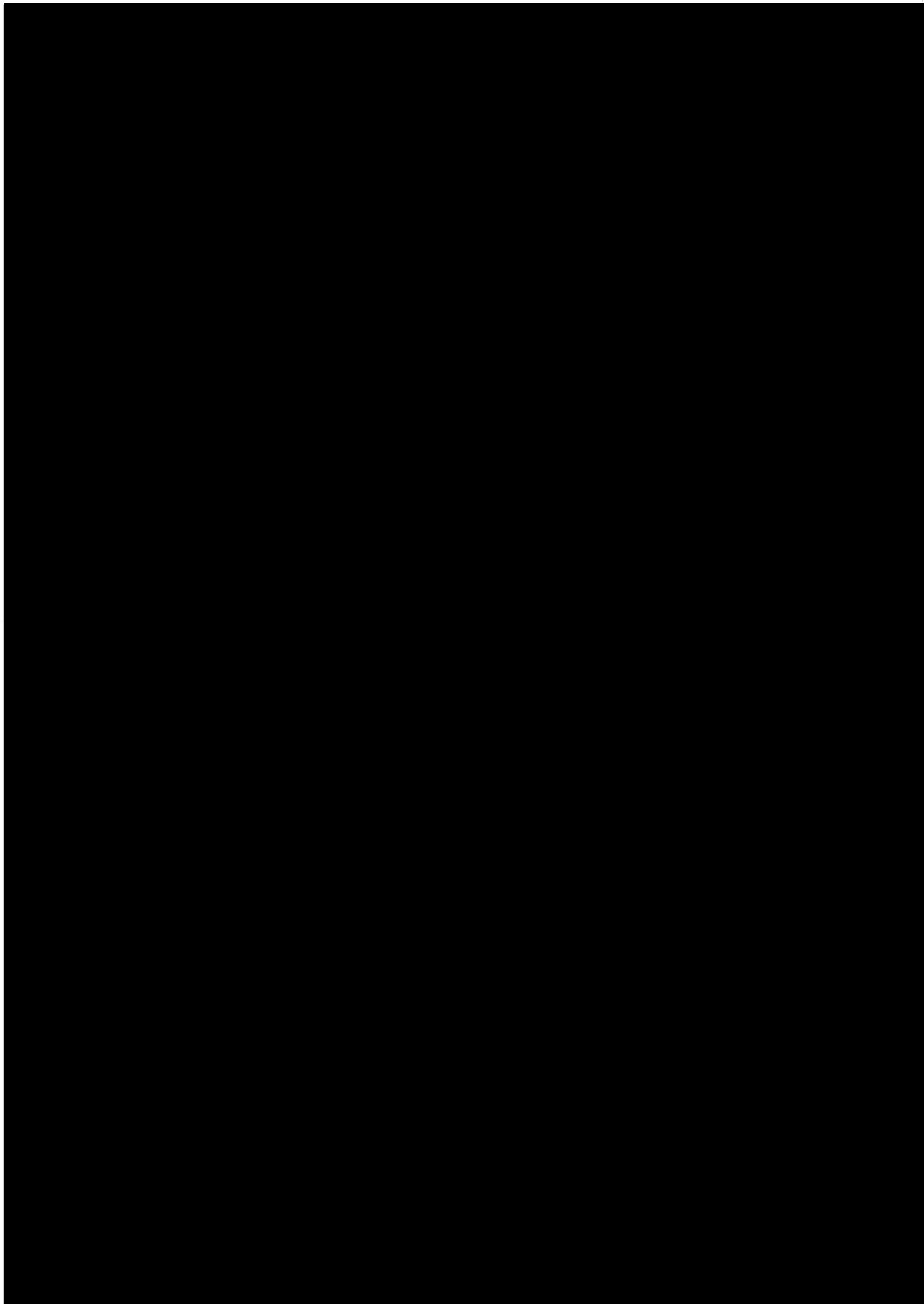


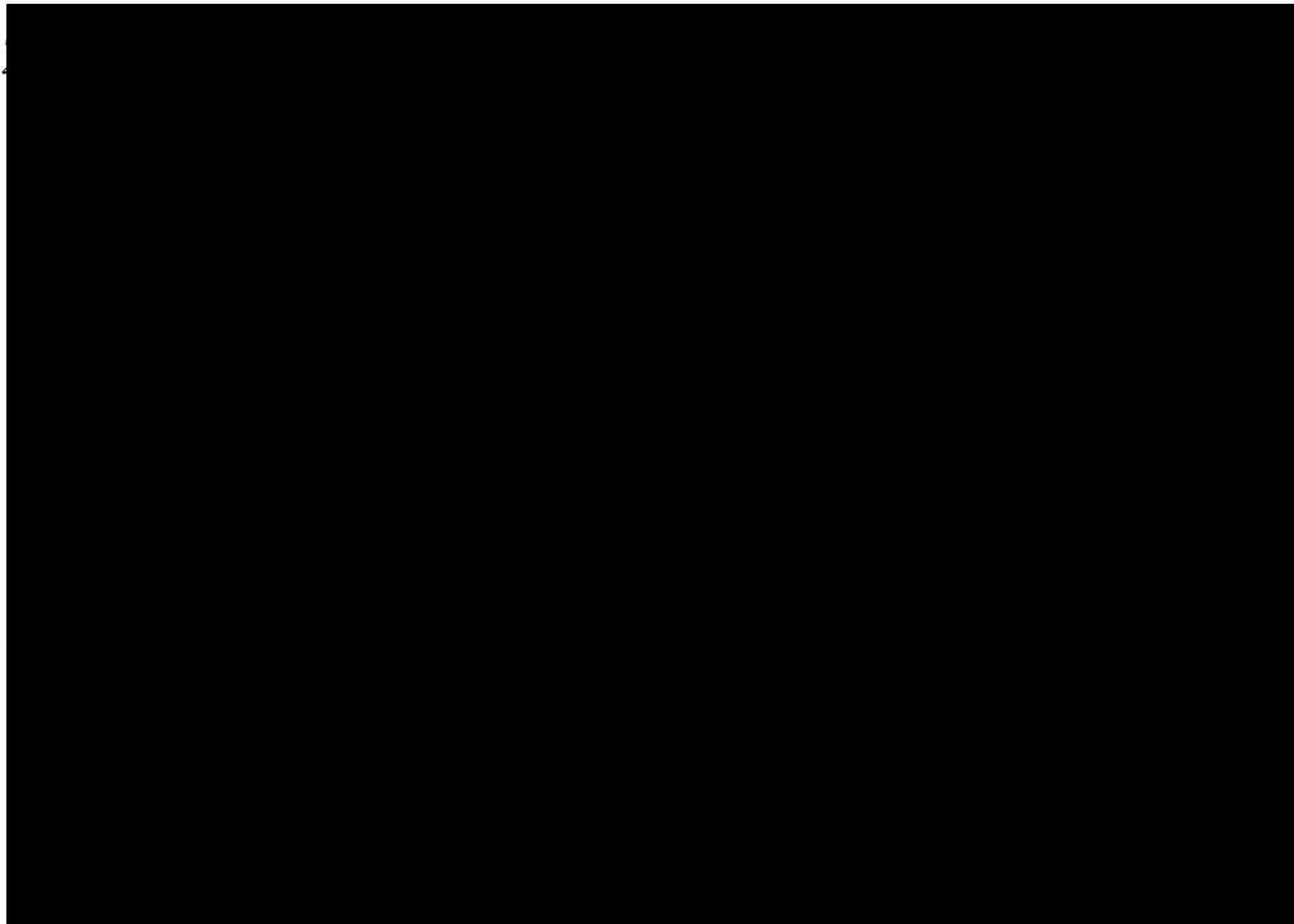


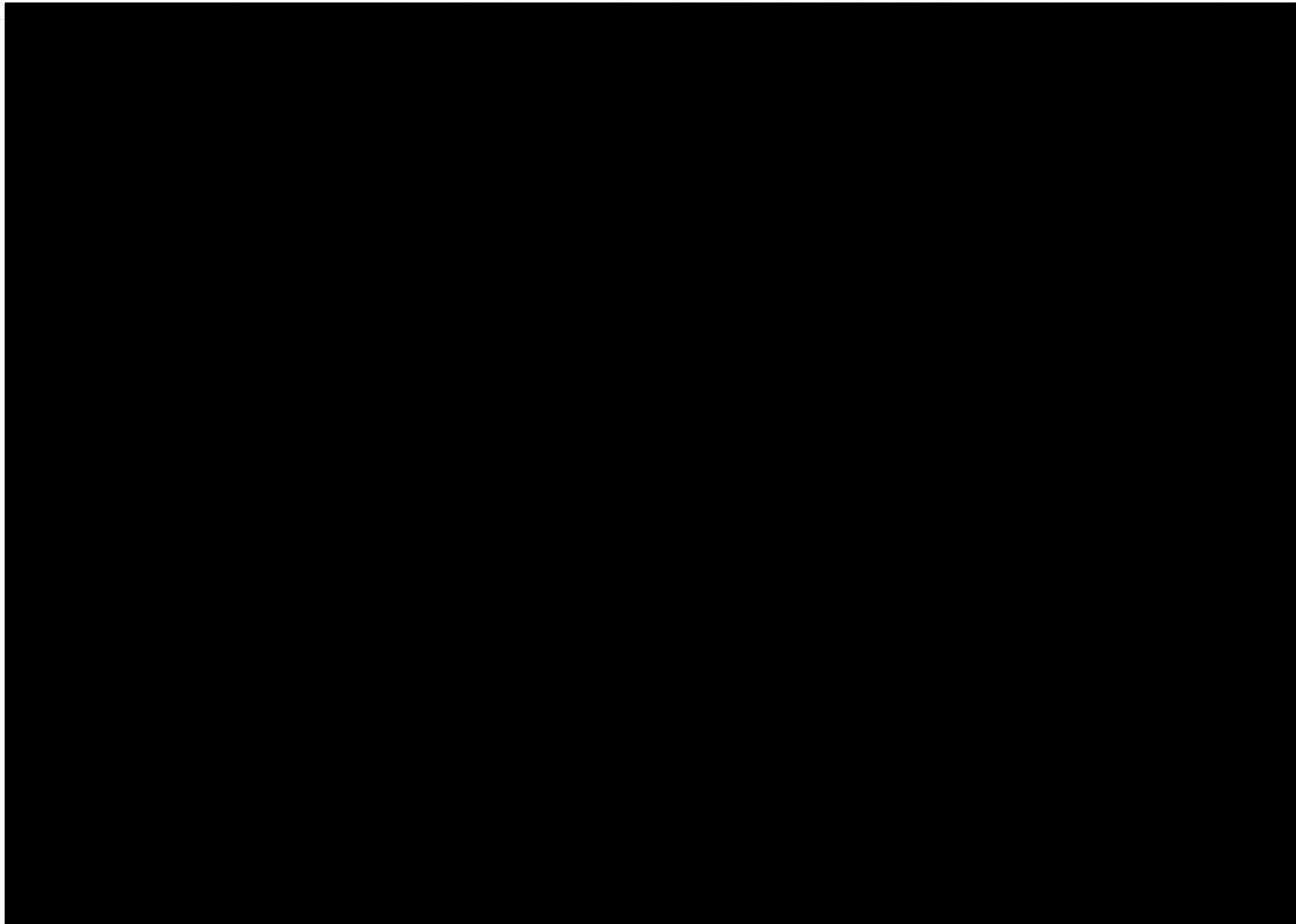


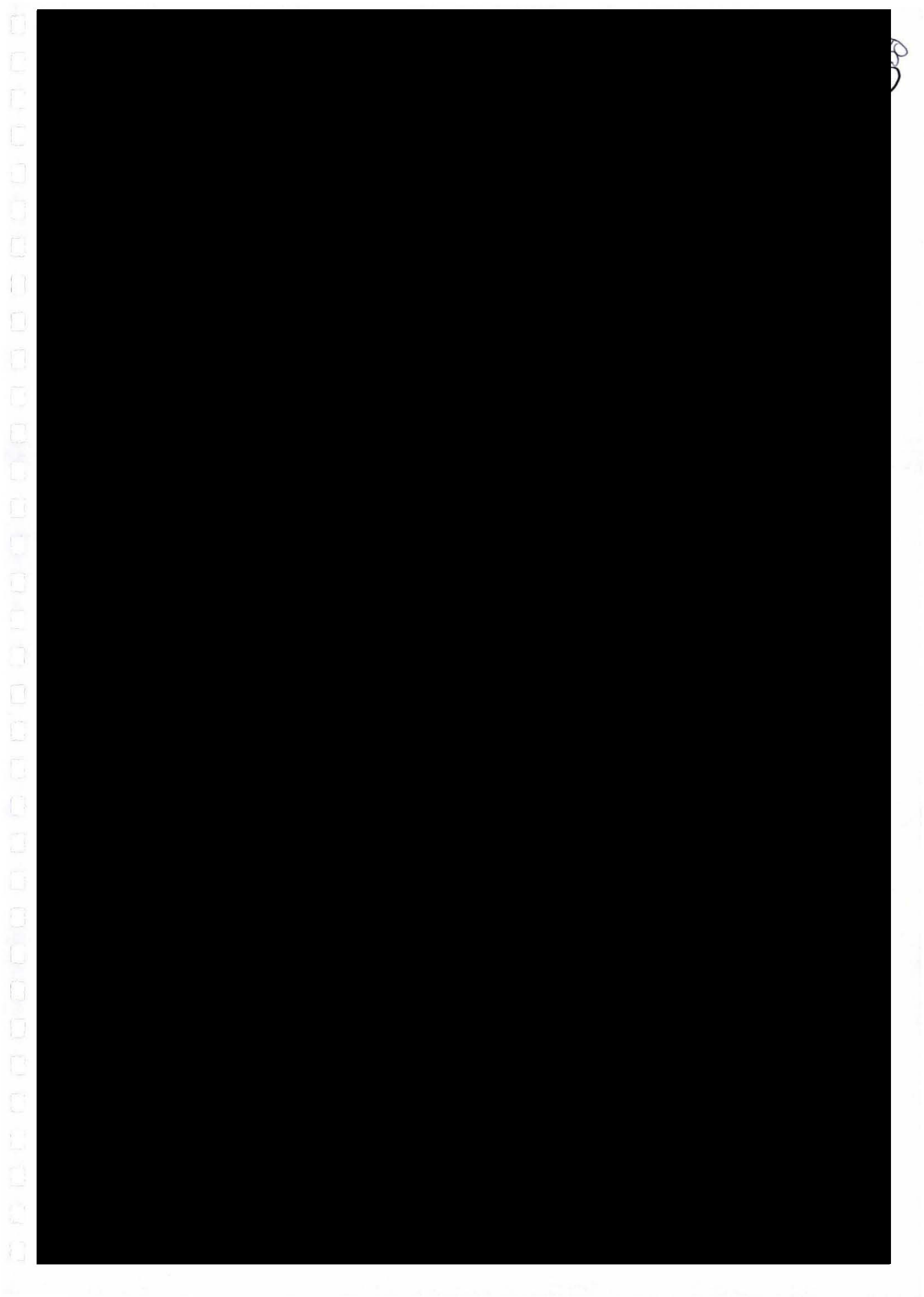


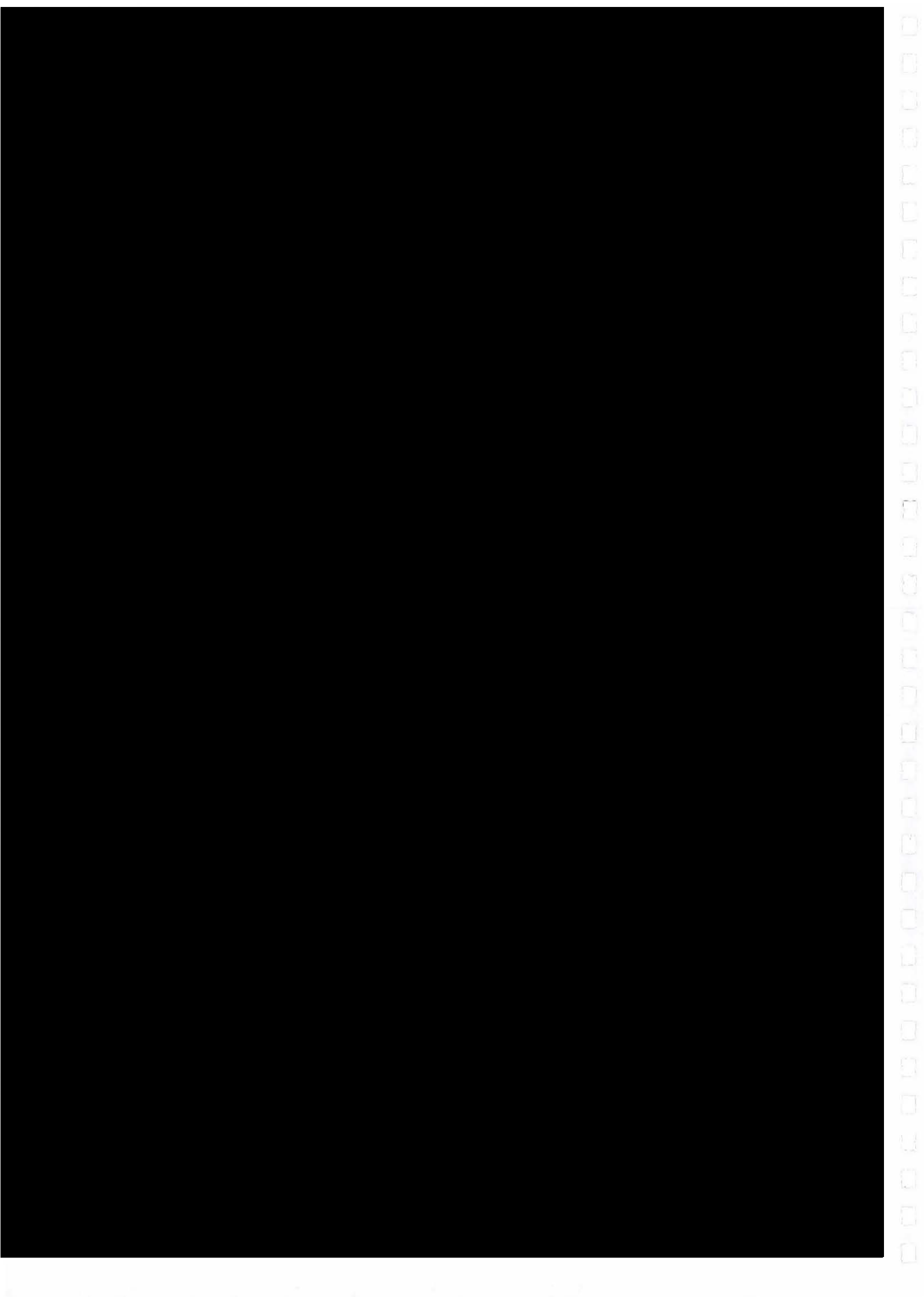












the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the economy.

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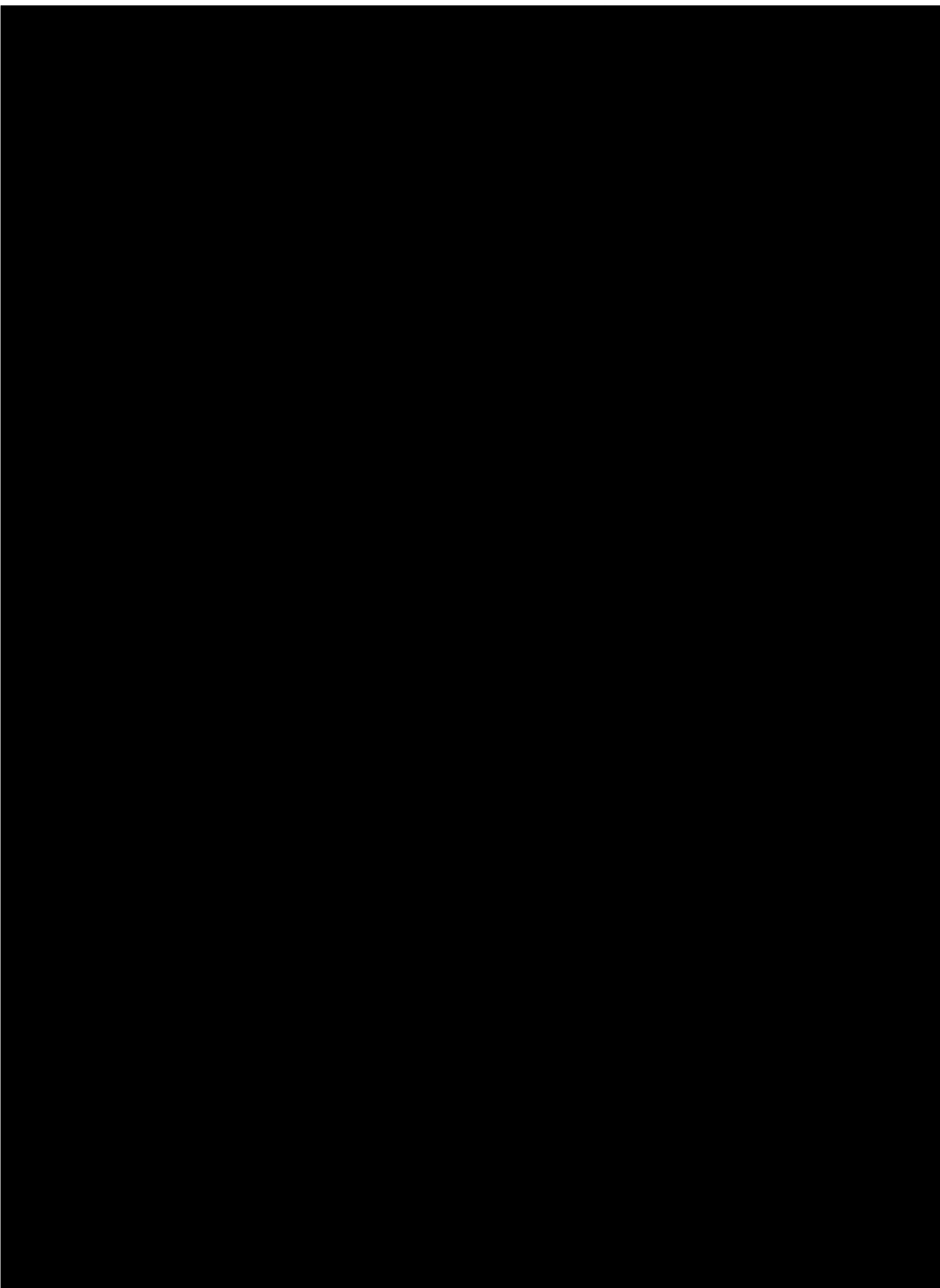
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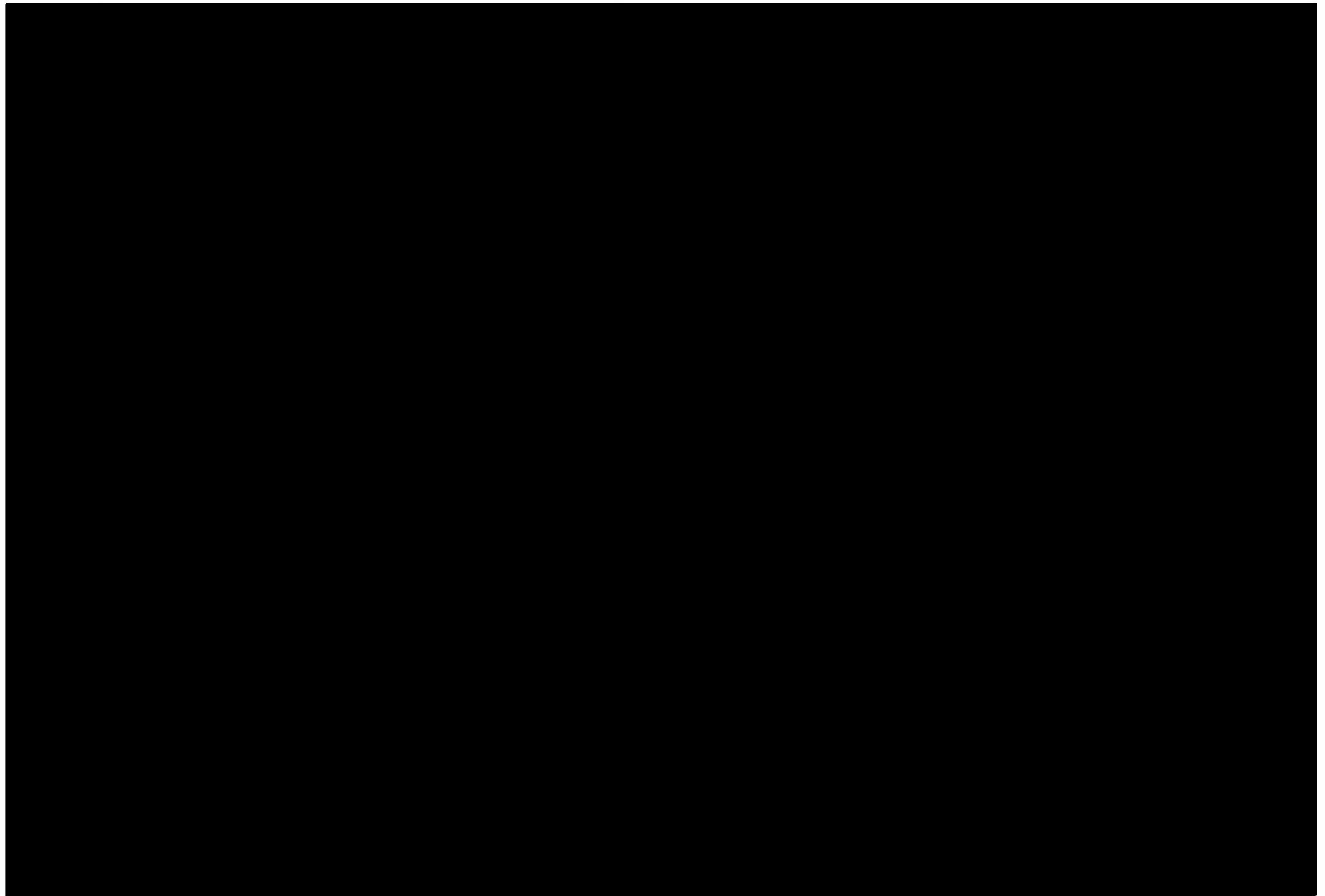
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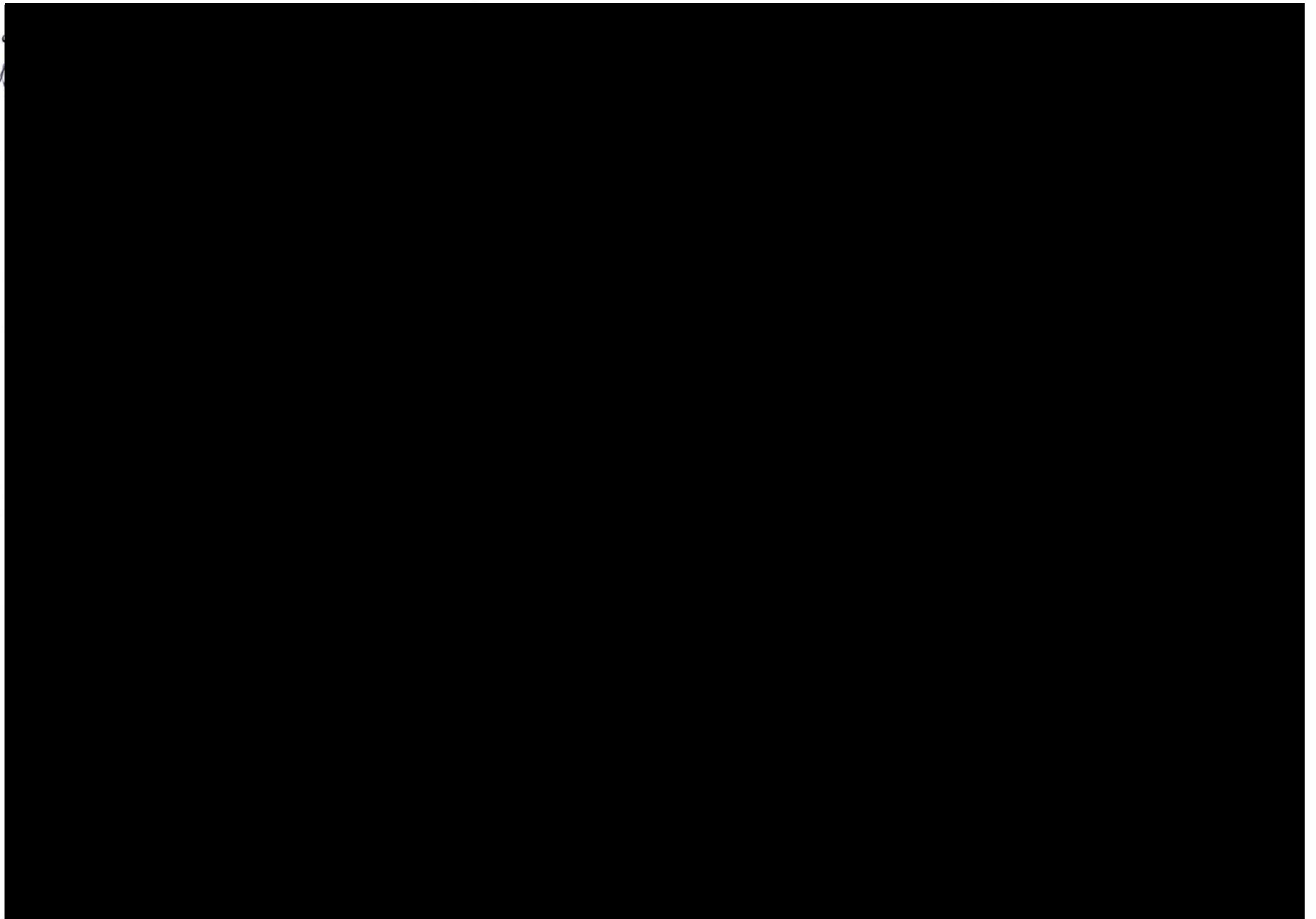
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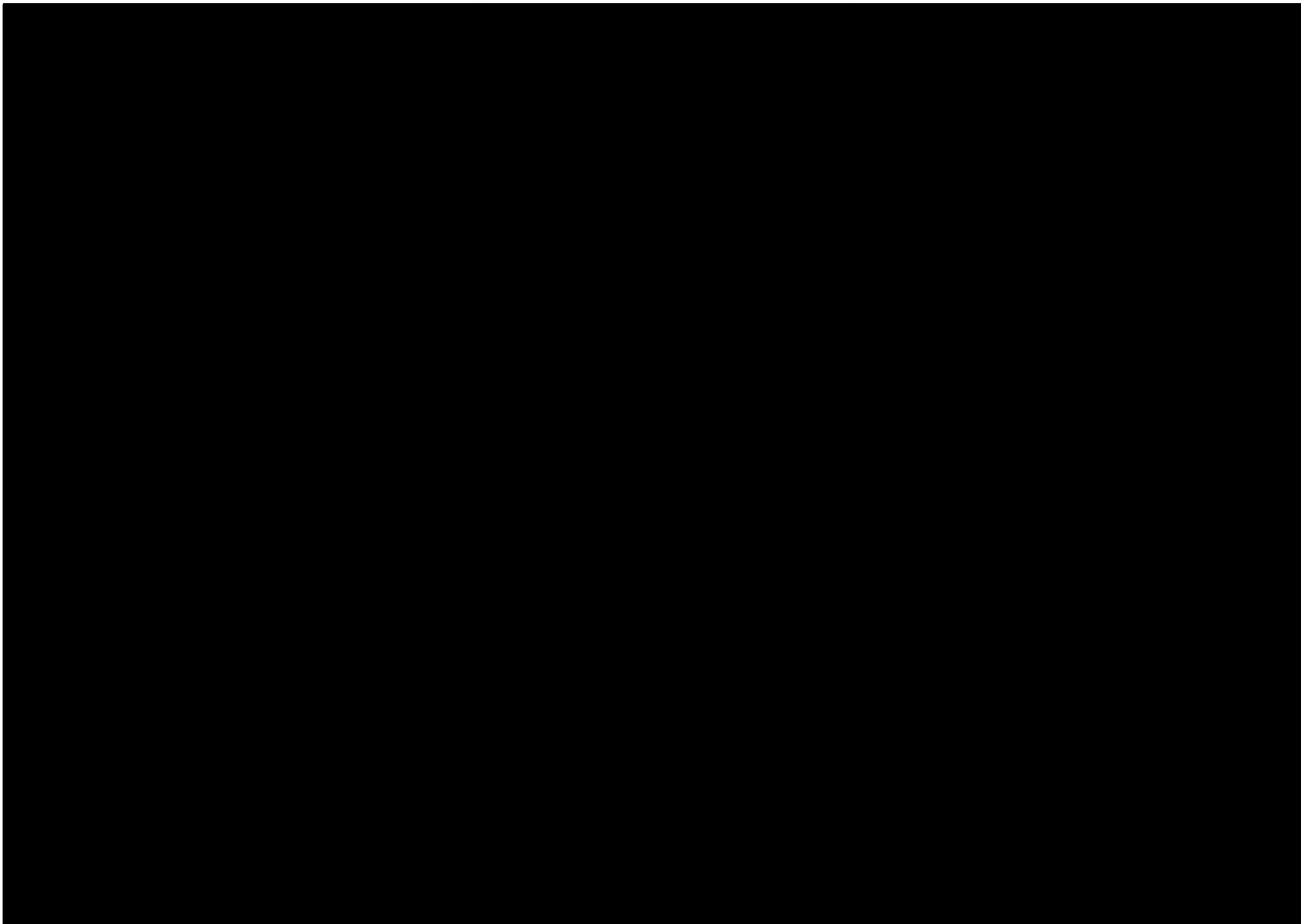
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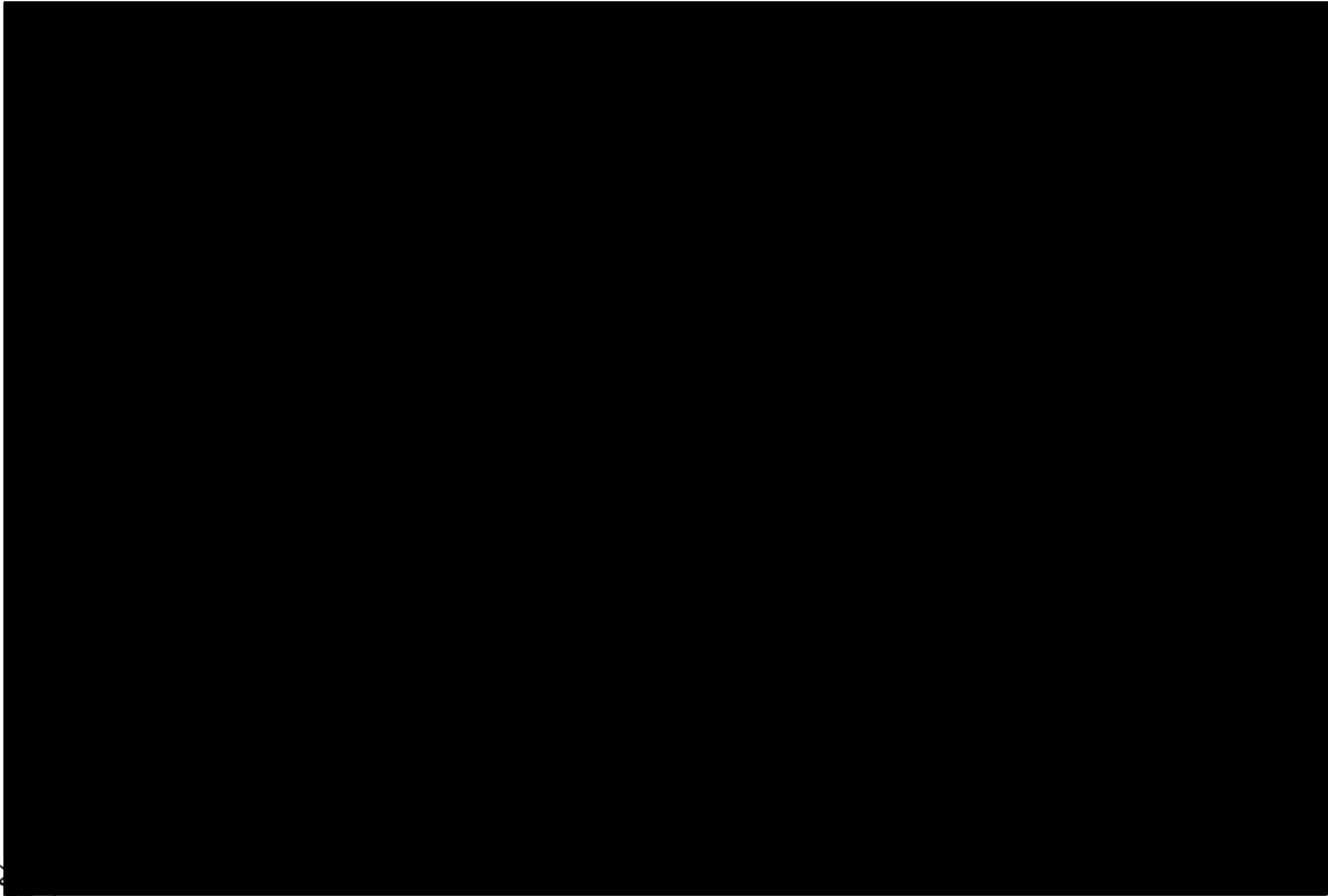




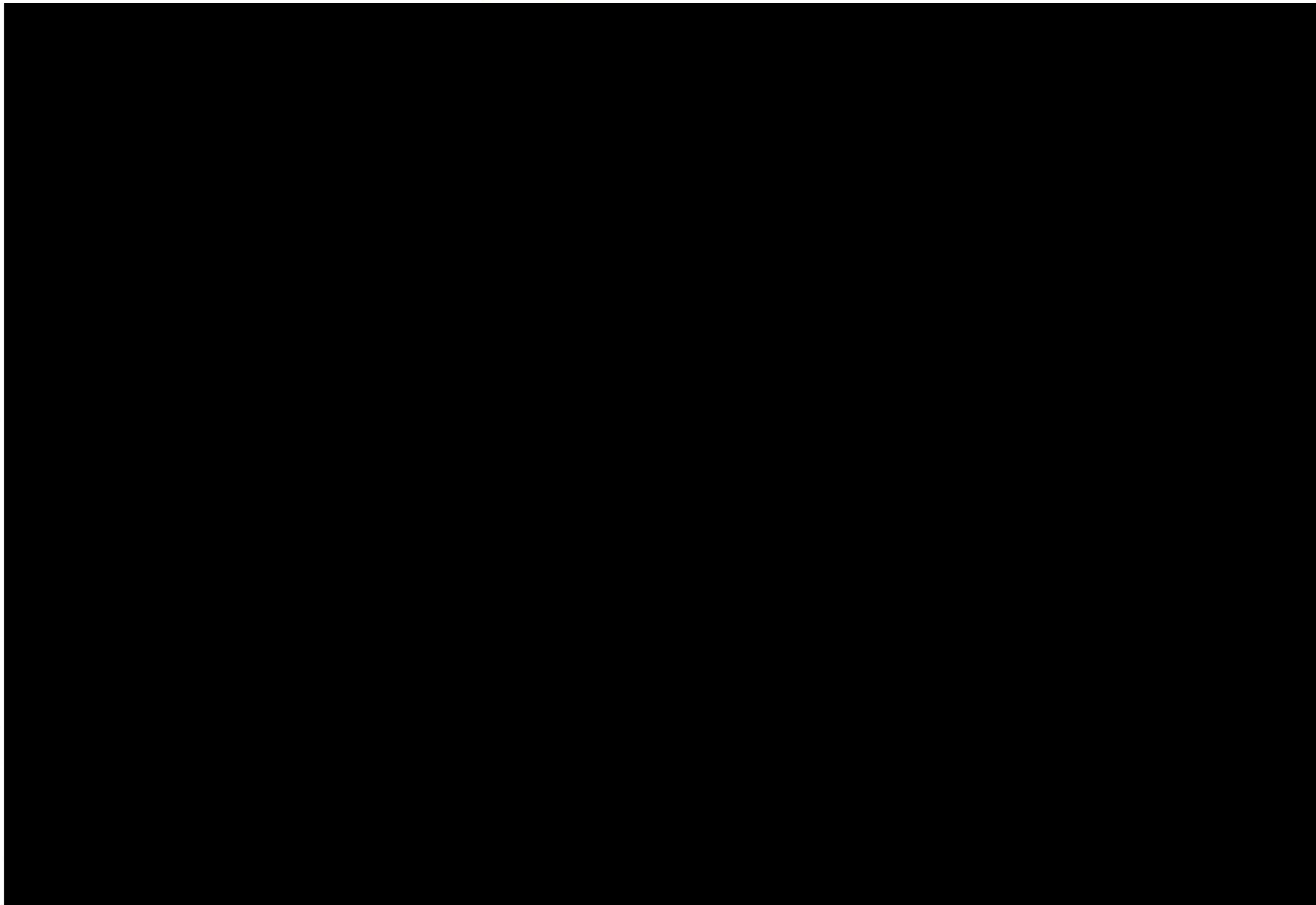


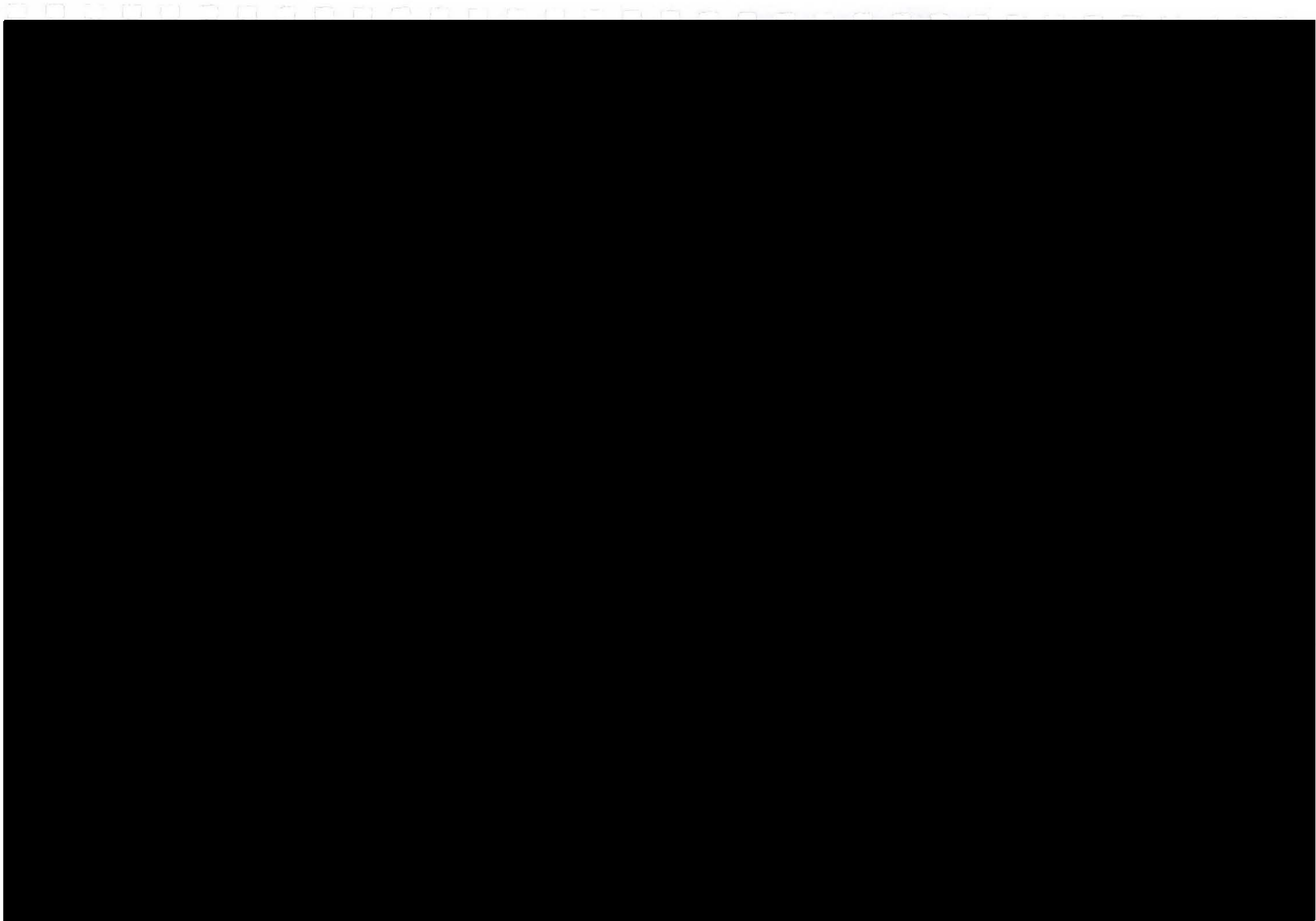
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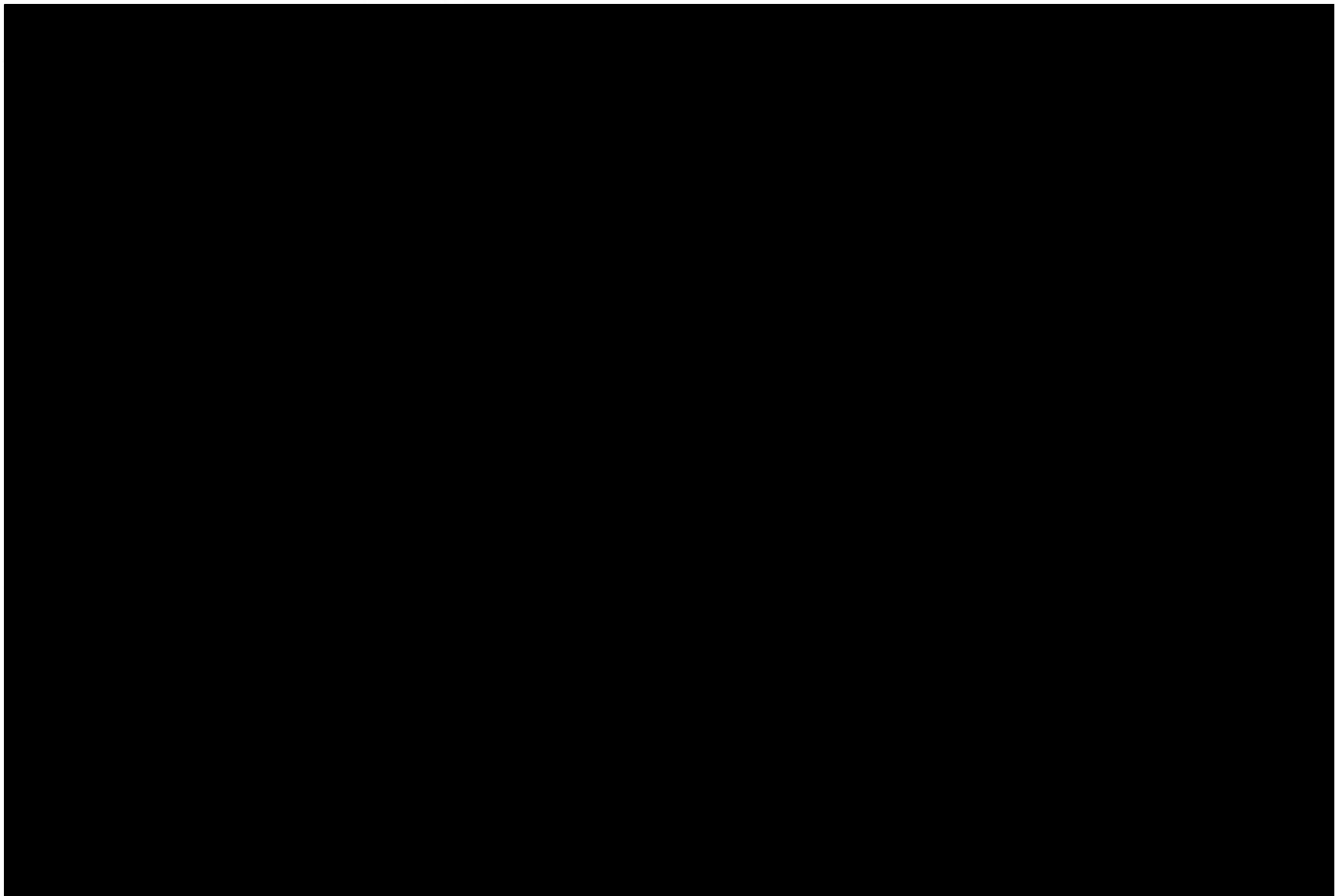


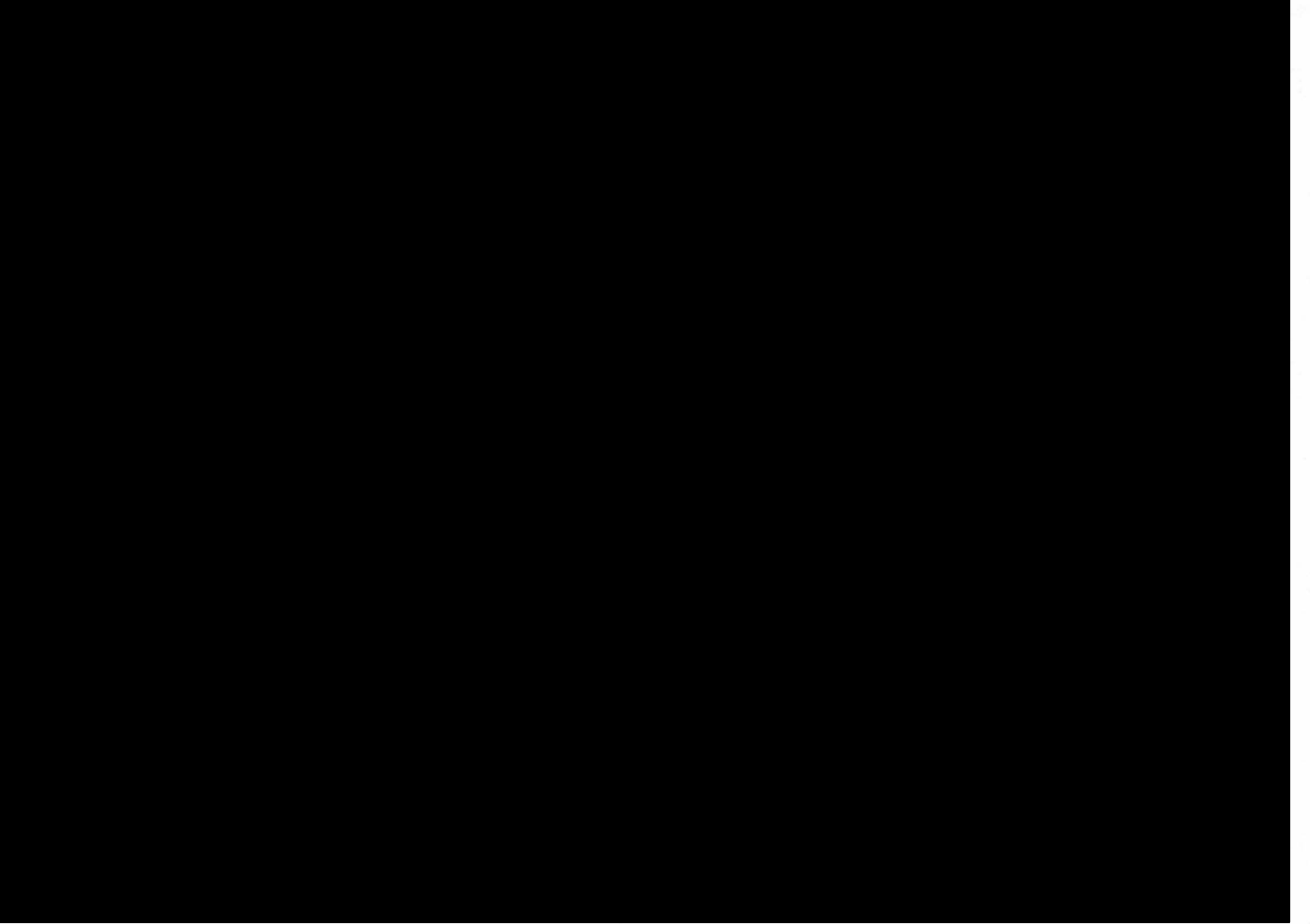


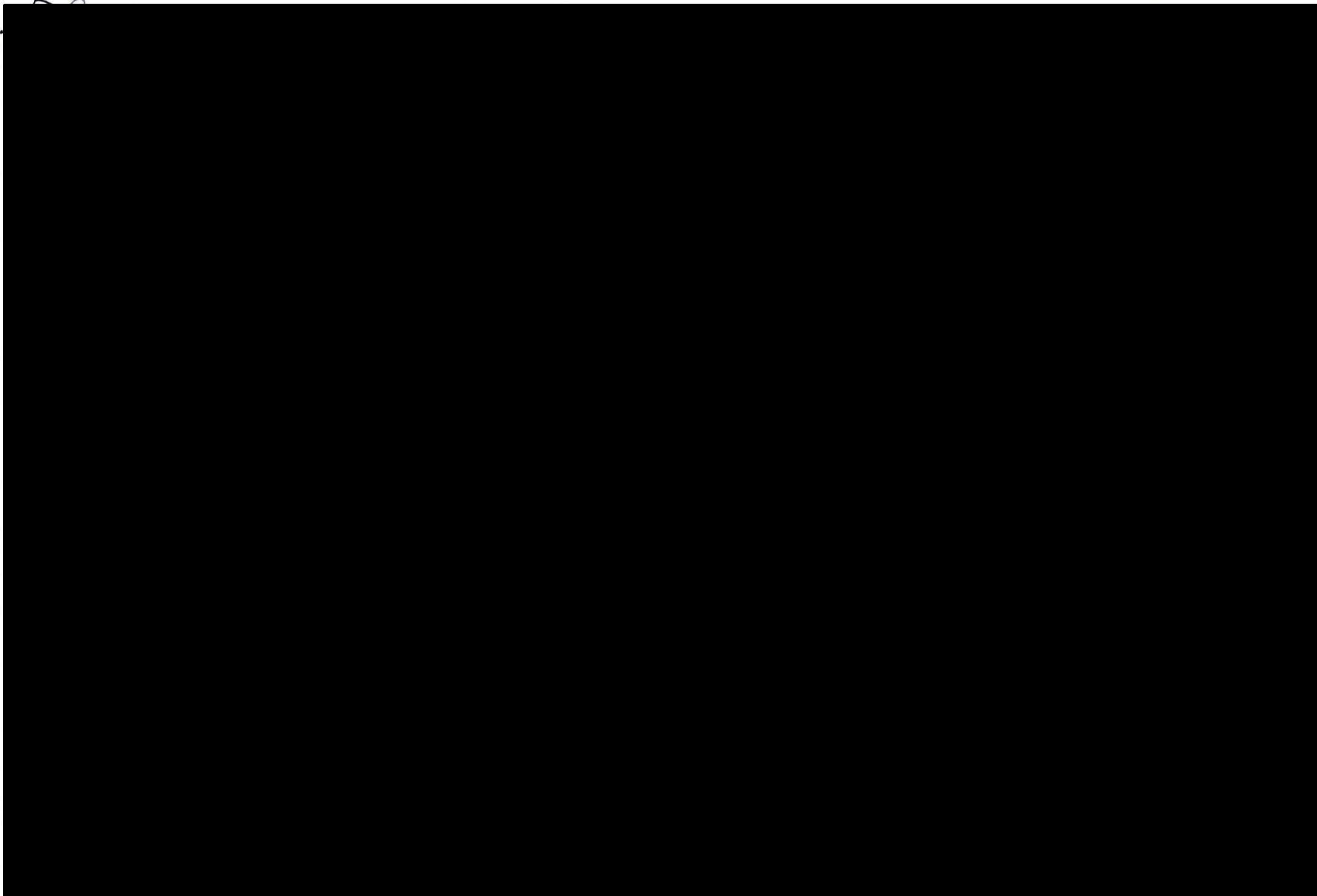
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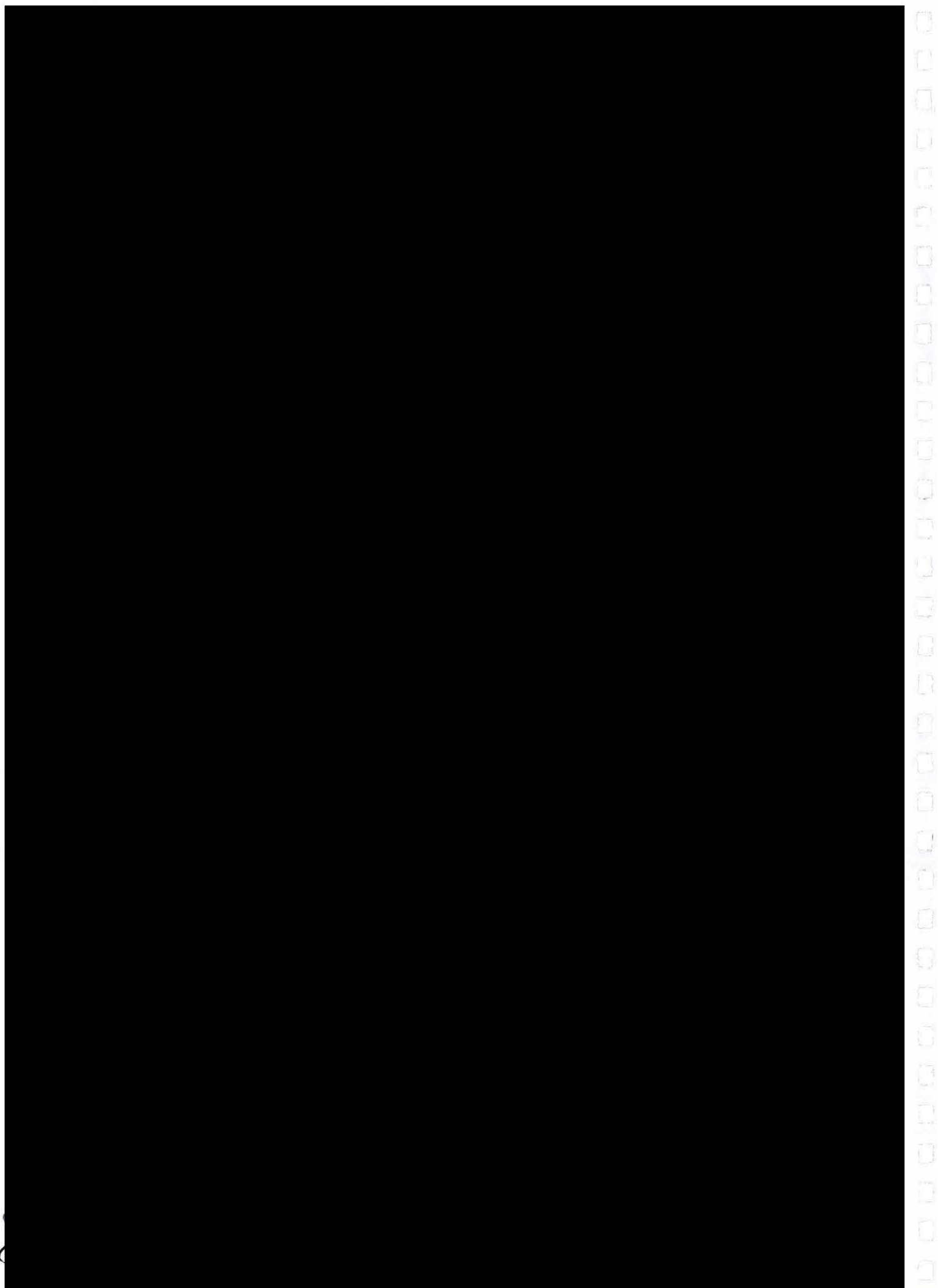








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Environmental Management System Manual

Version 1A

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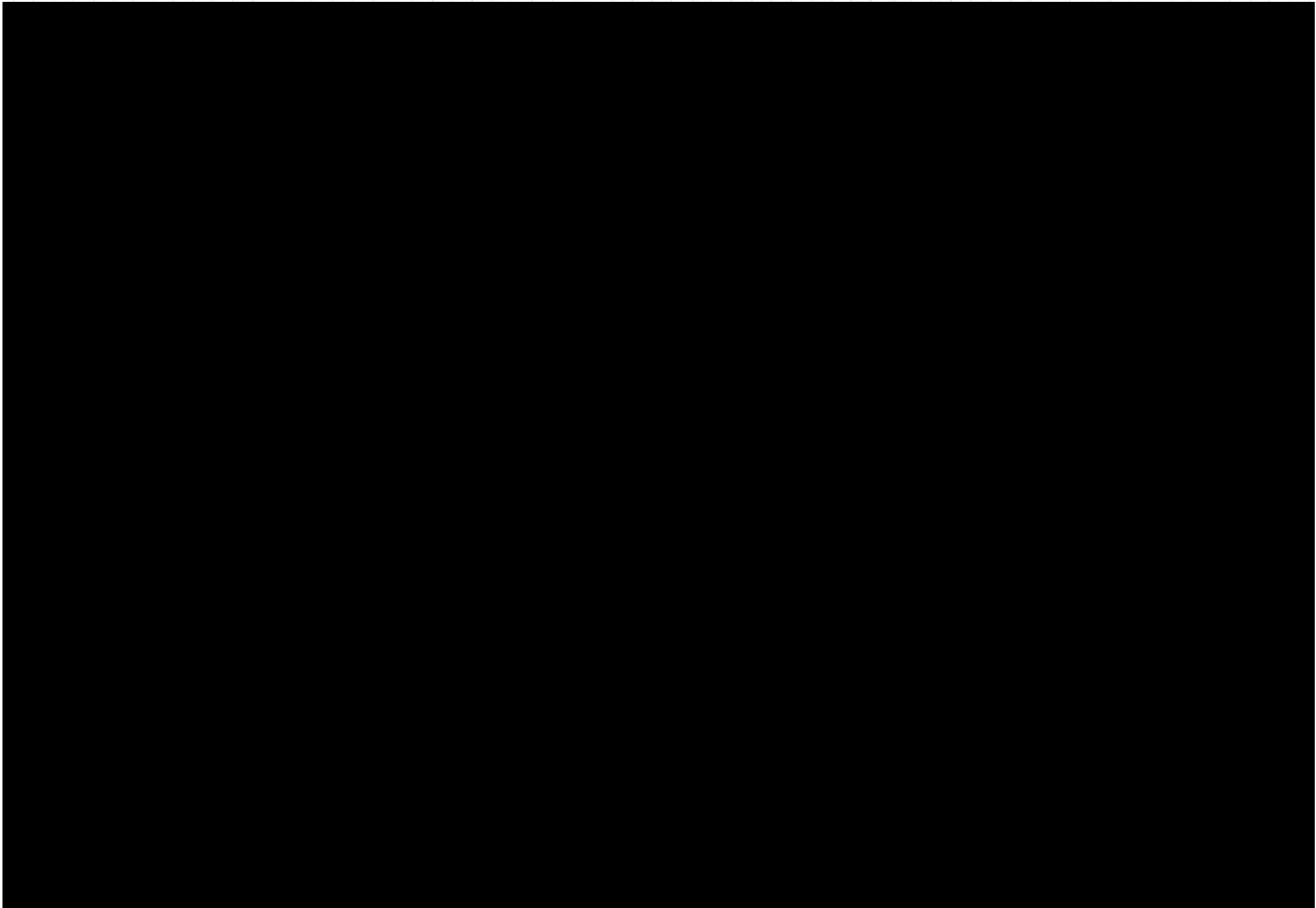
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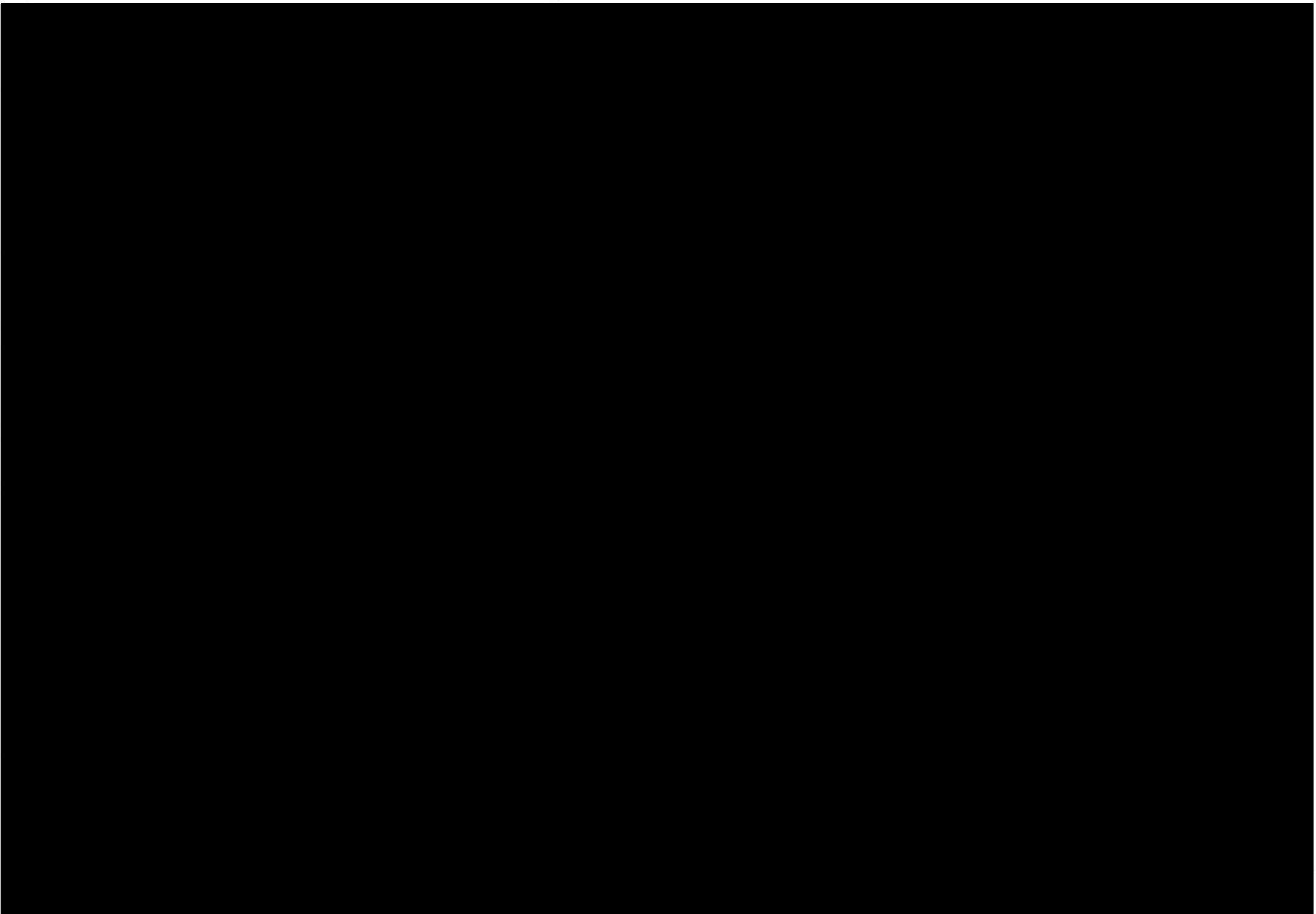
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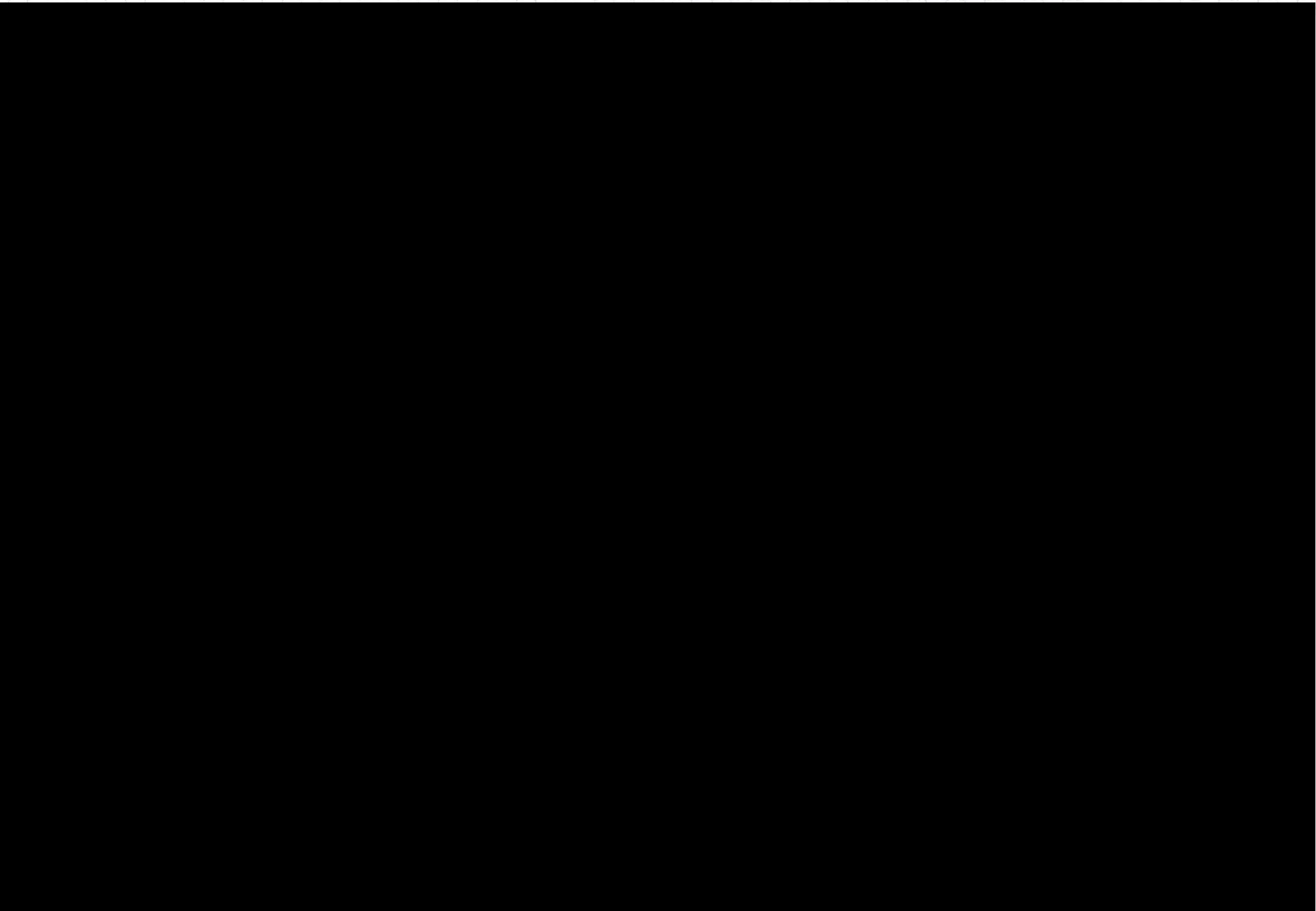
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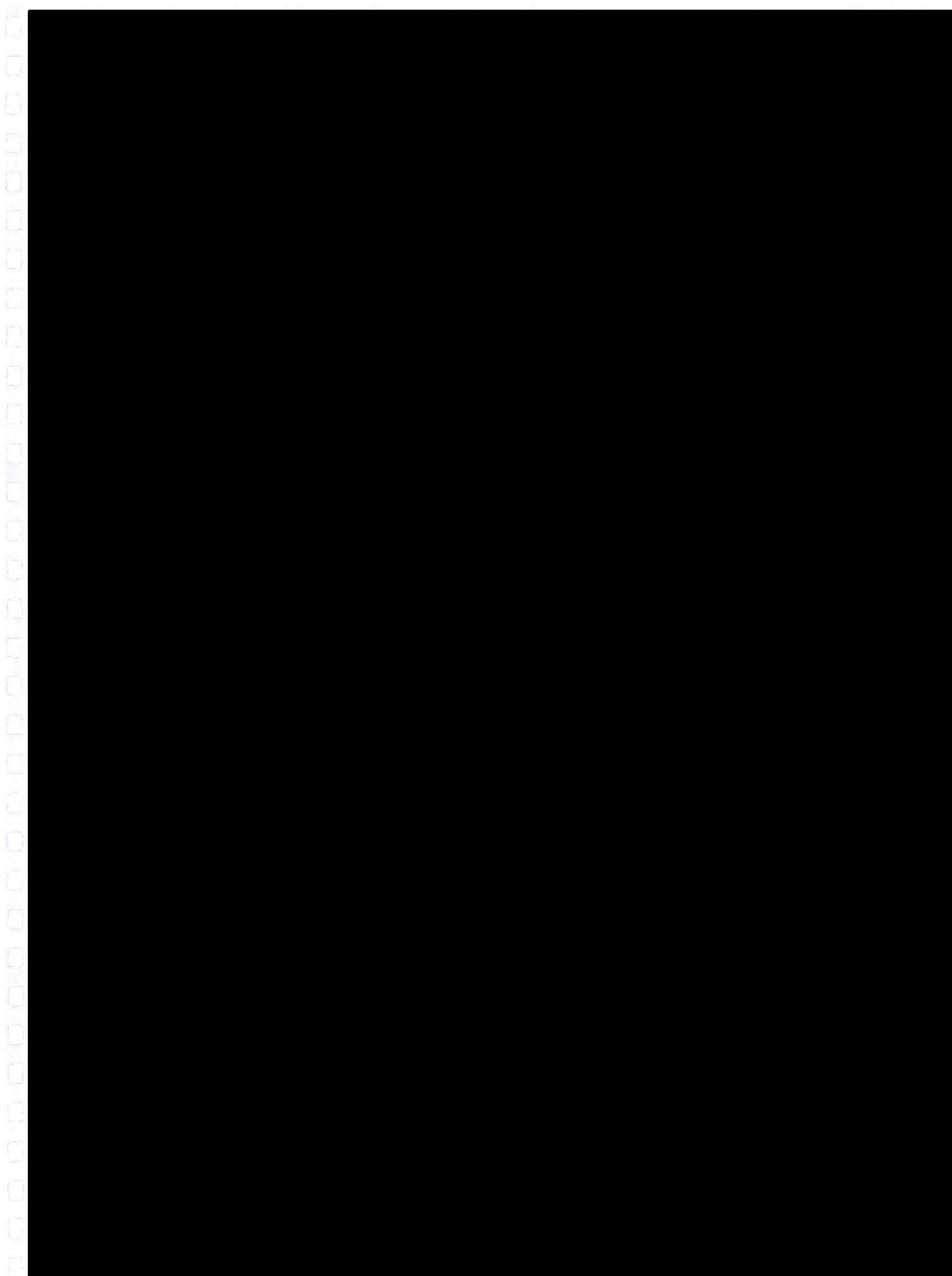
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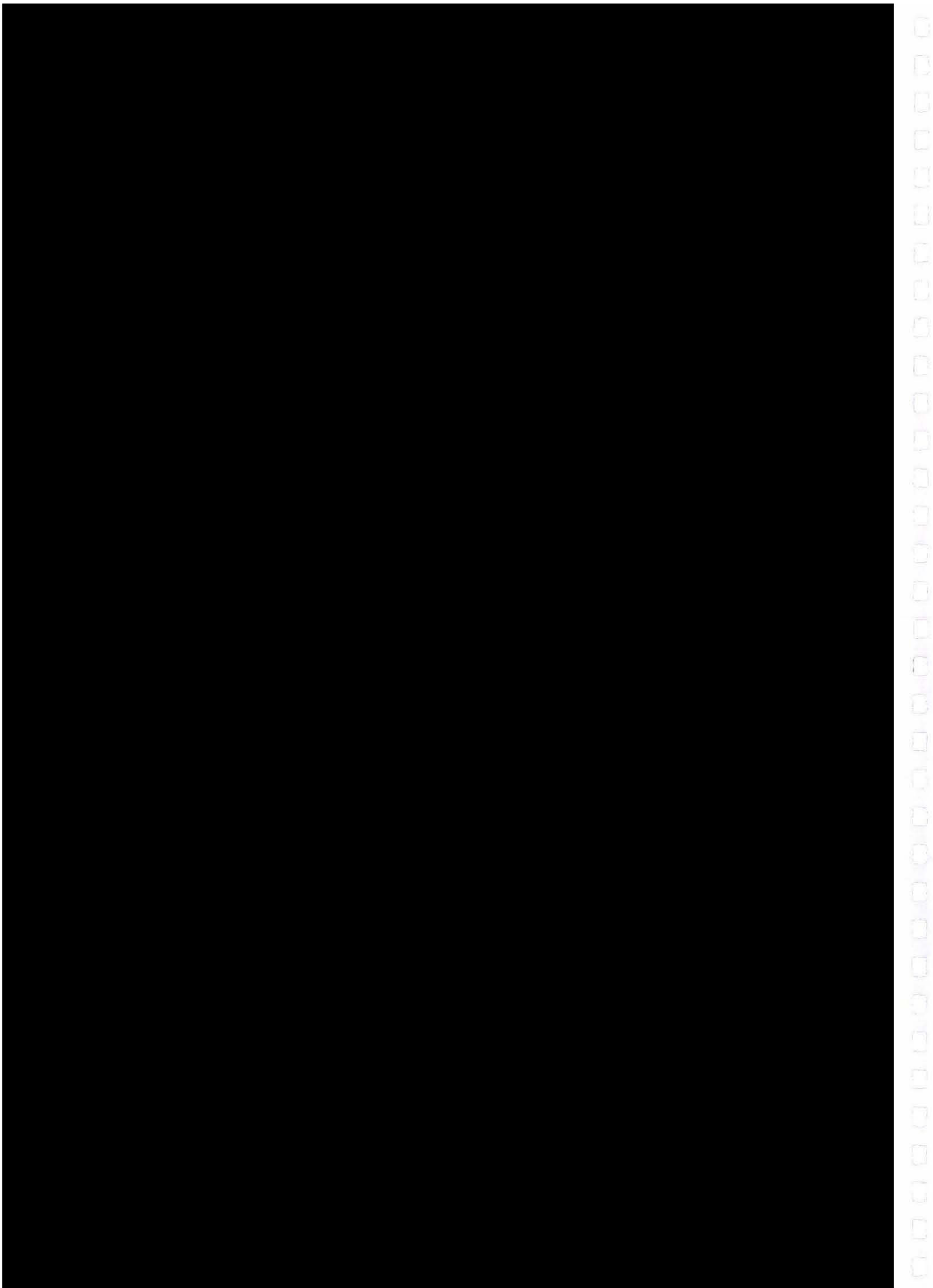


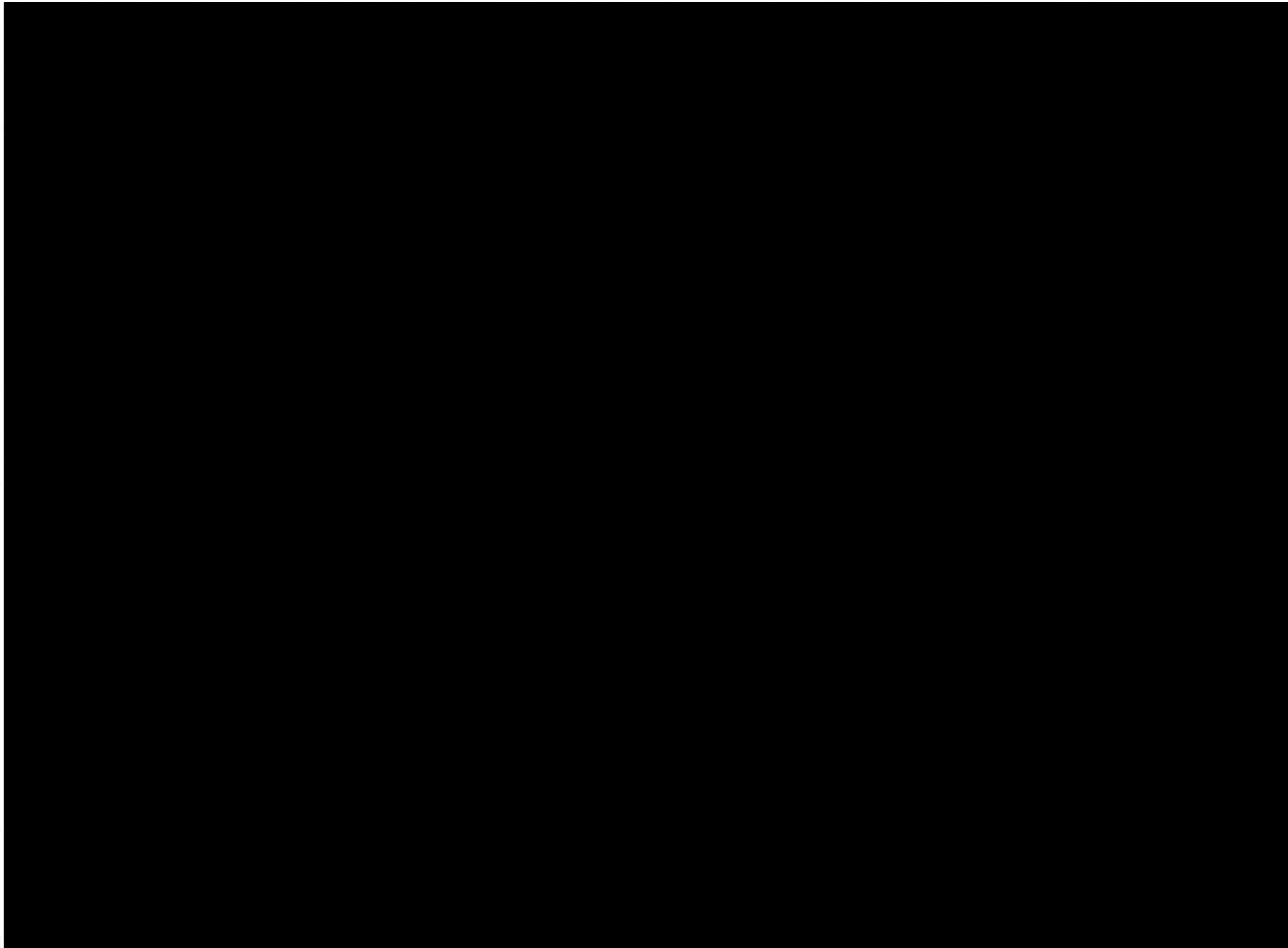
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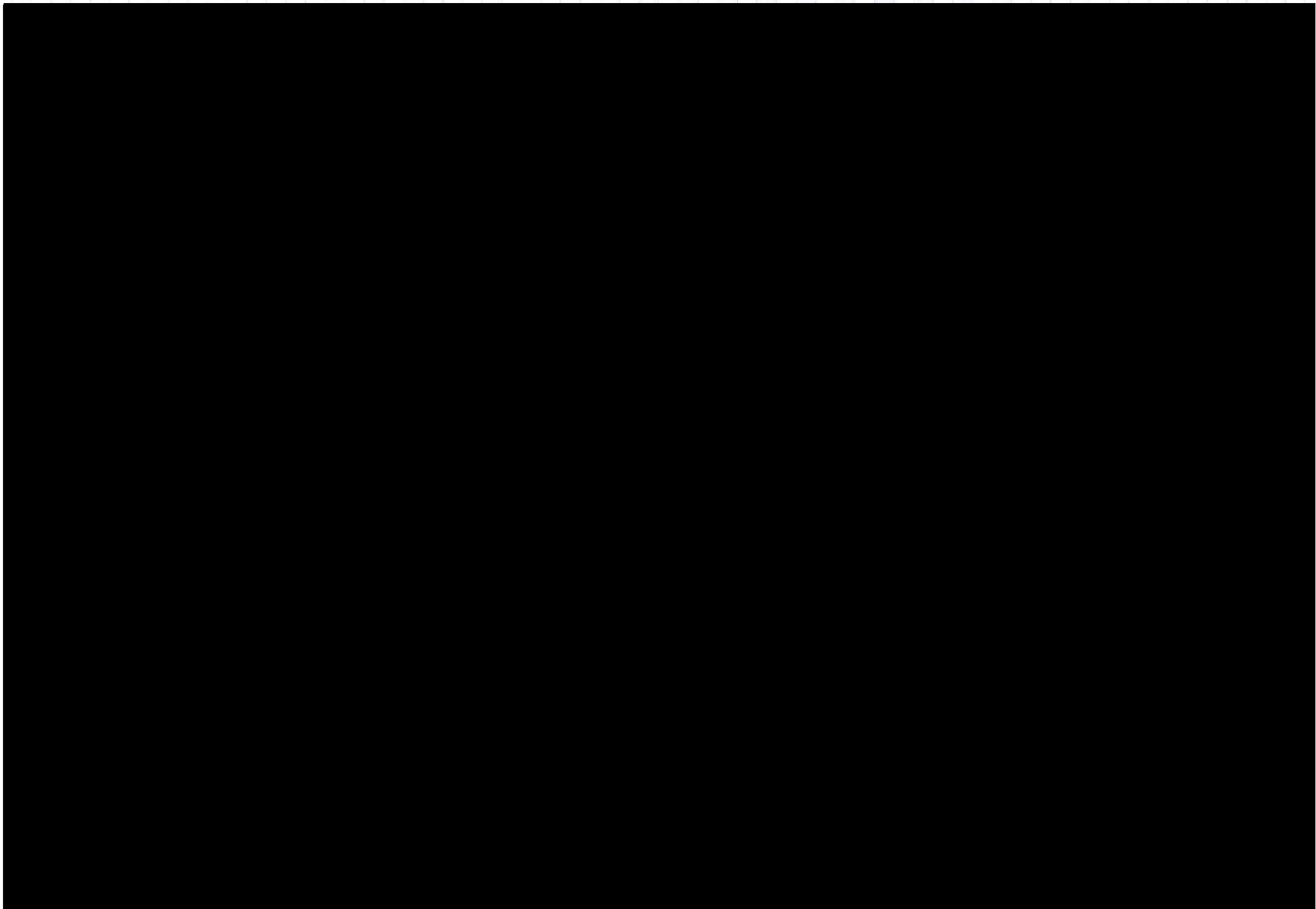






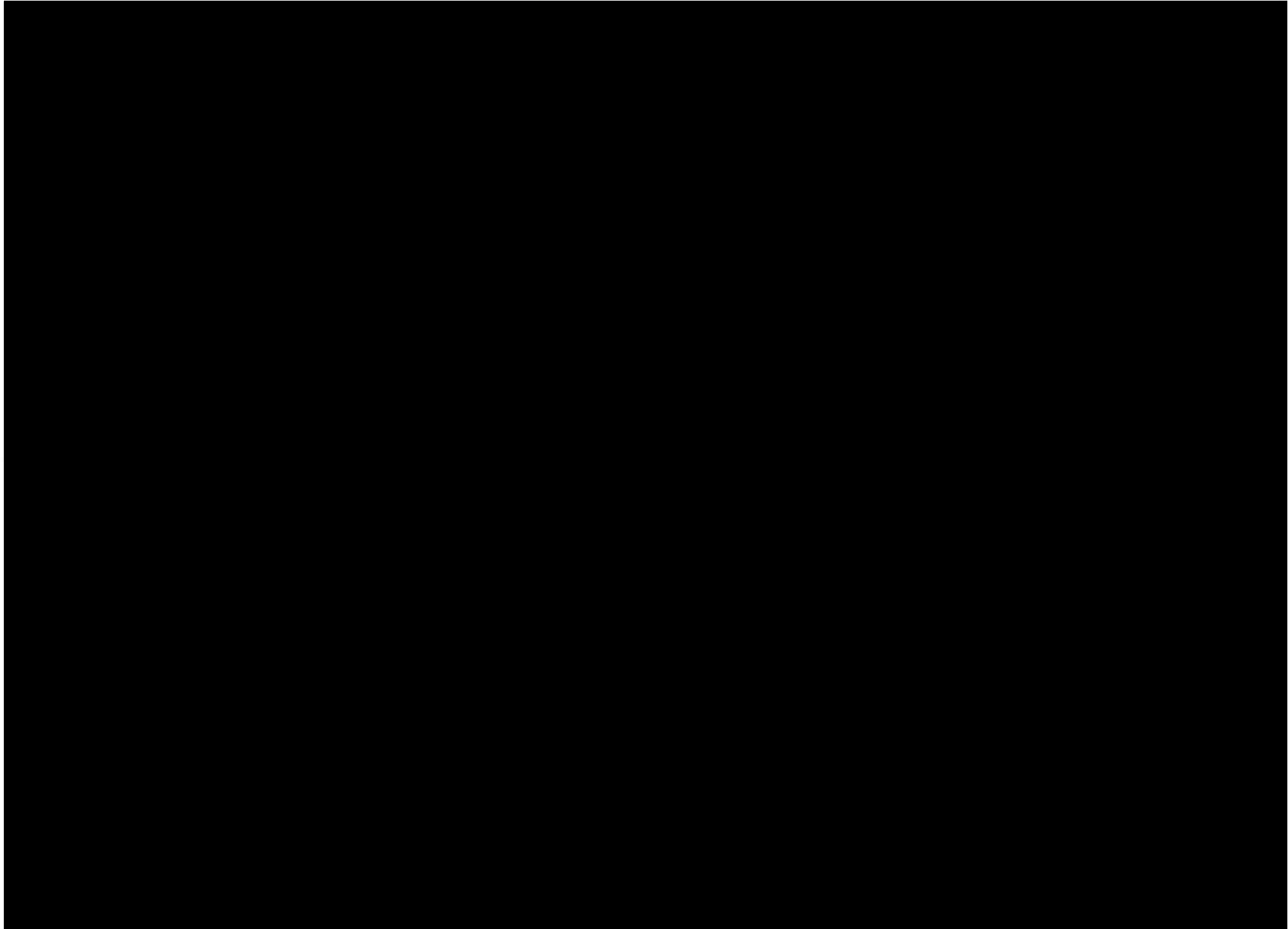


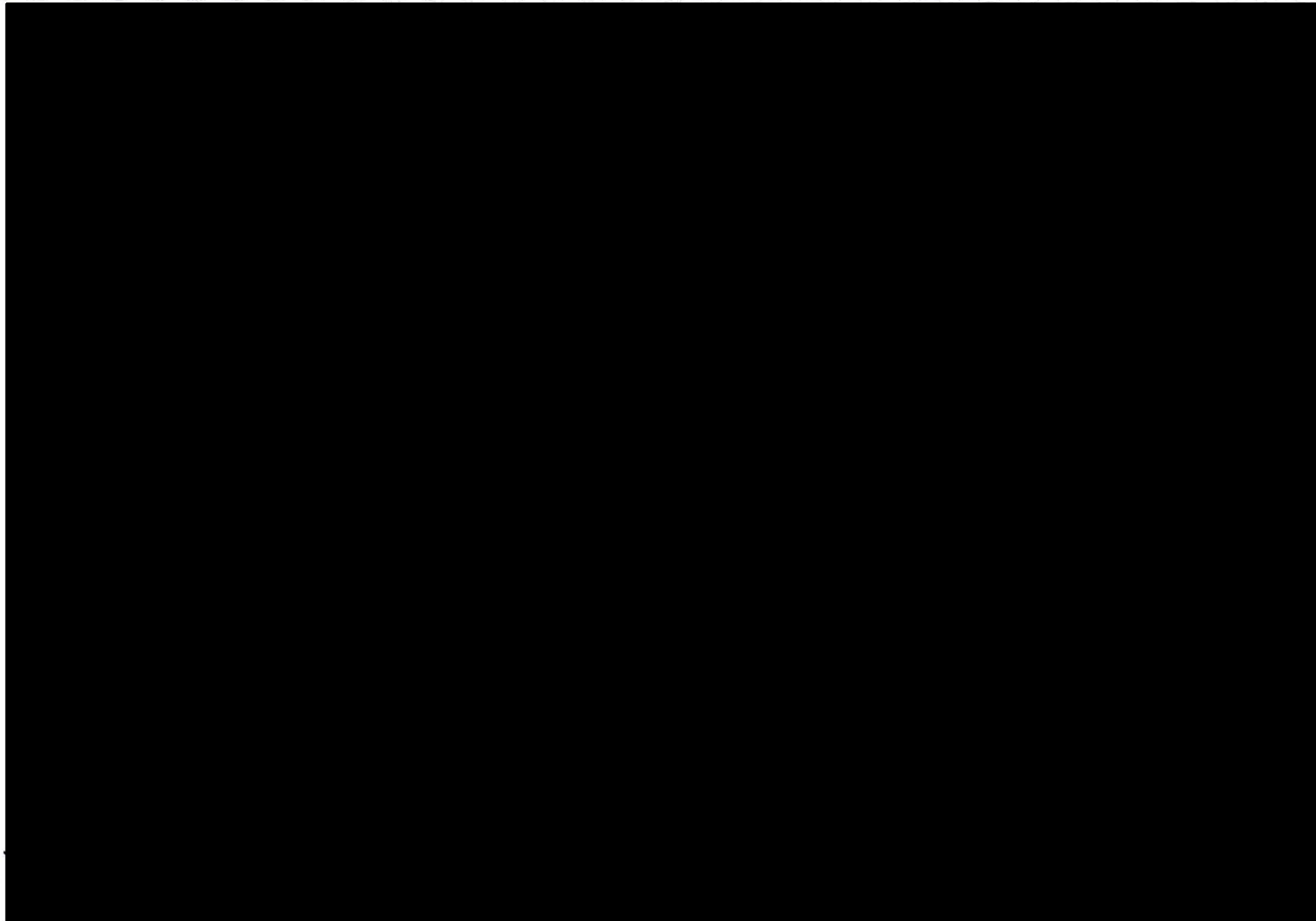


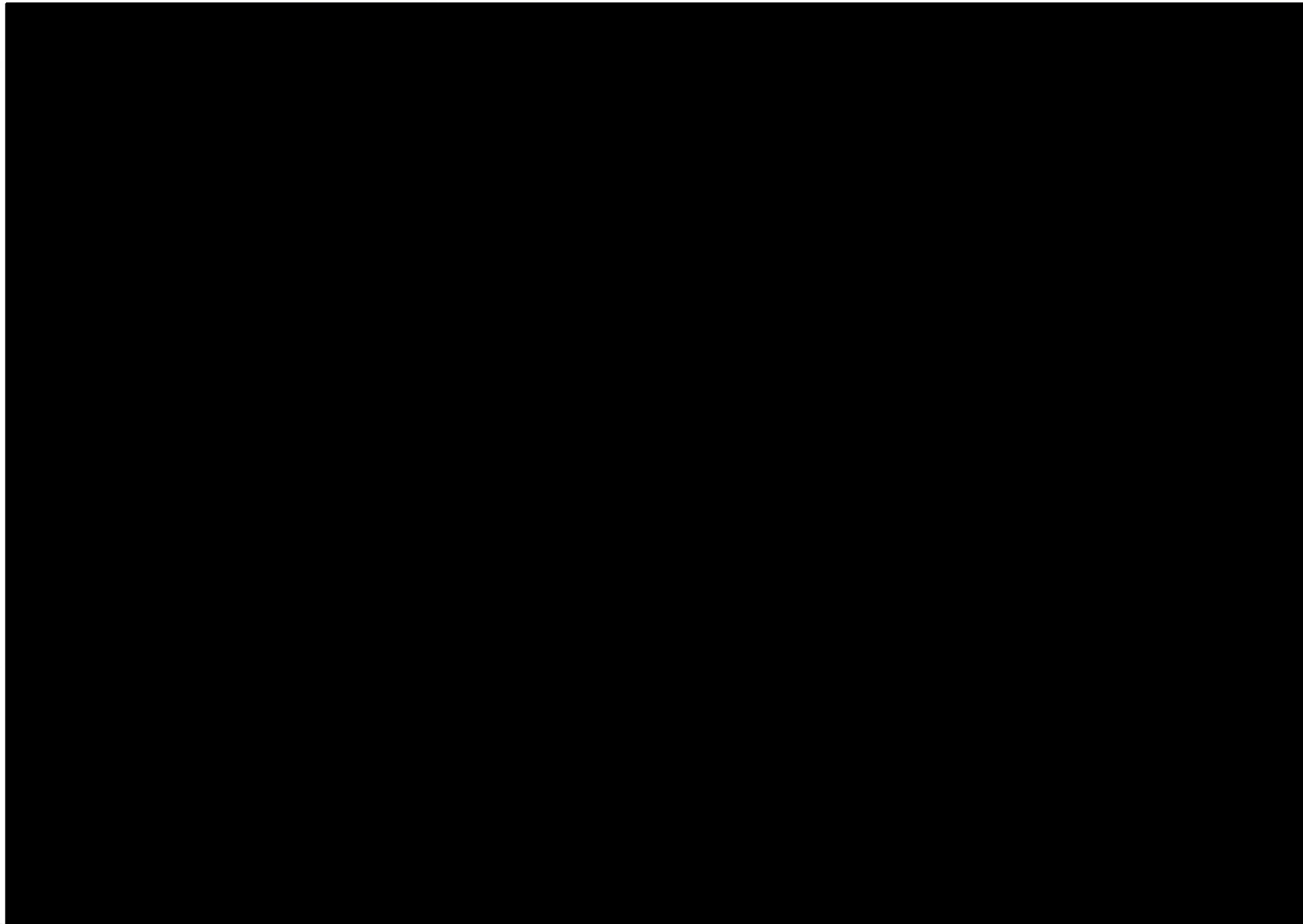


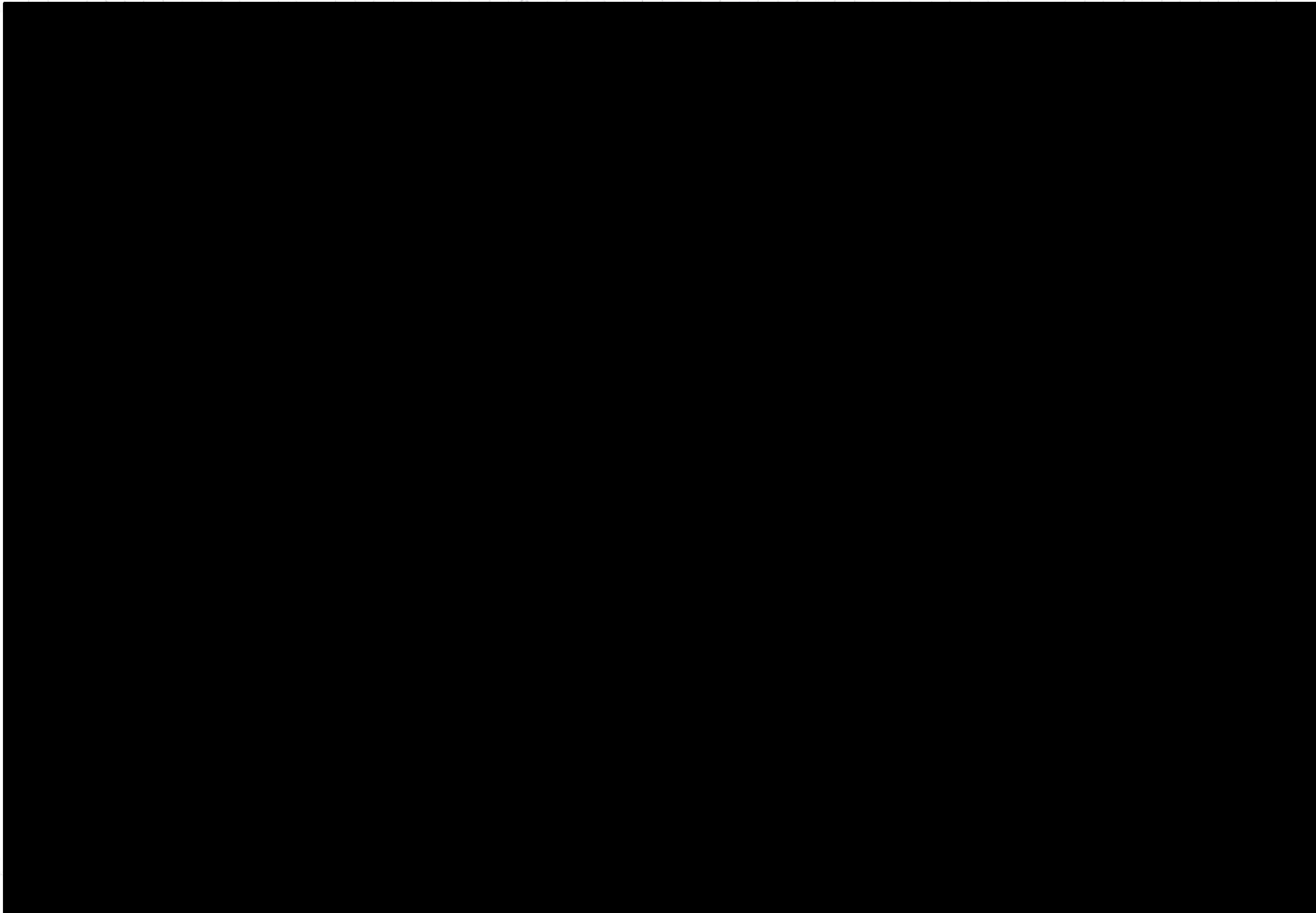


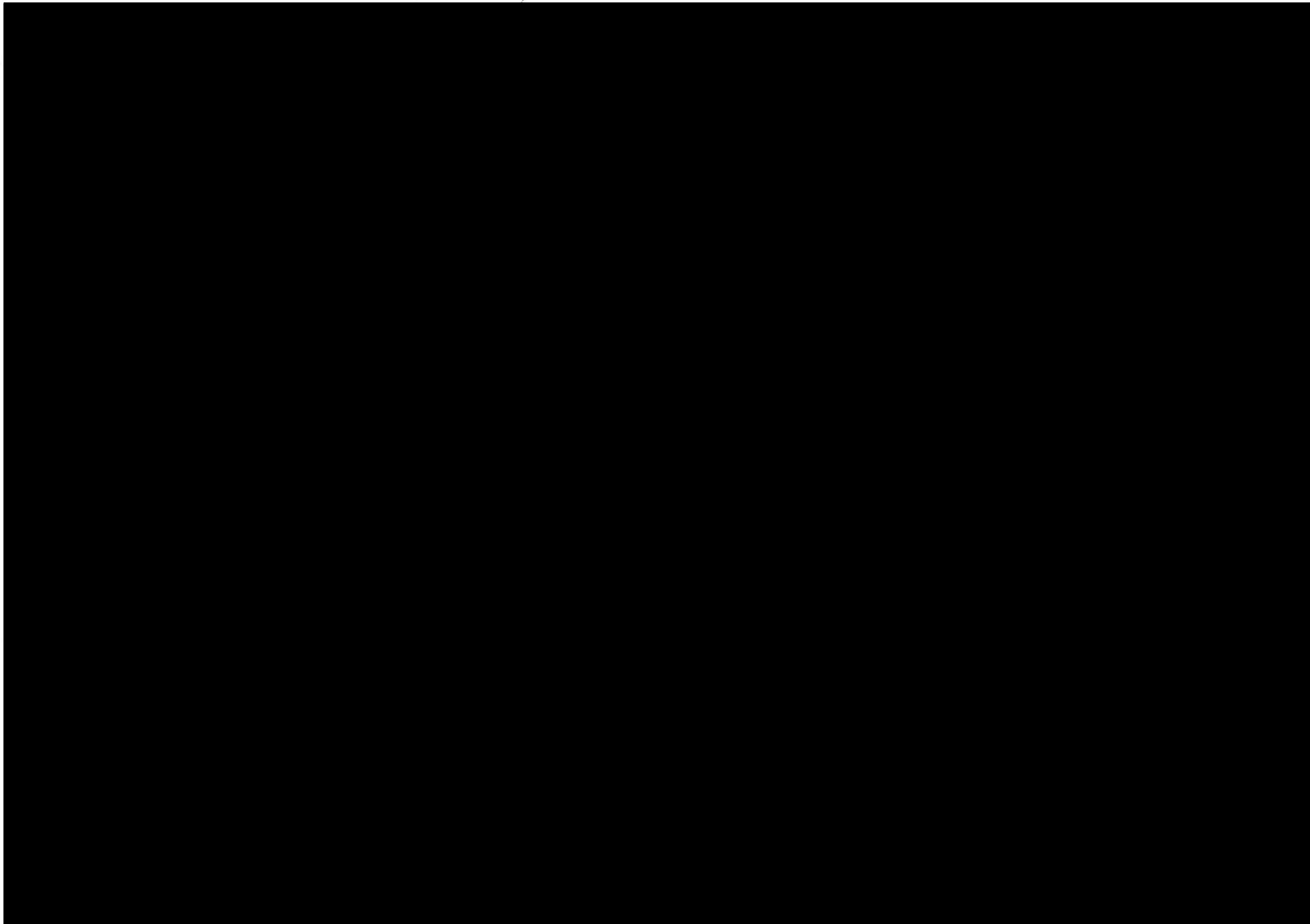












APPENDIX C – EMS TEMPLATES

Proposed for Development

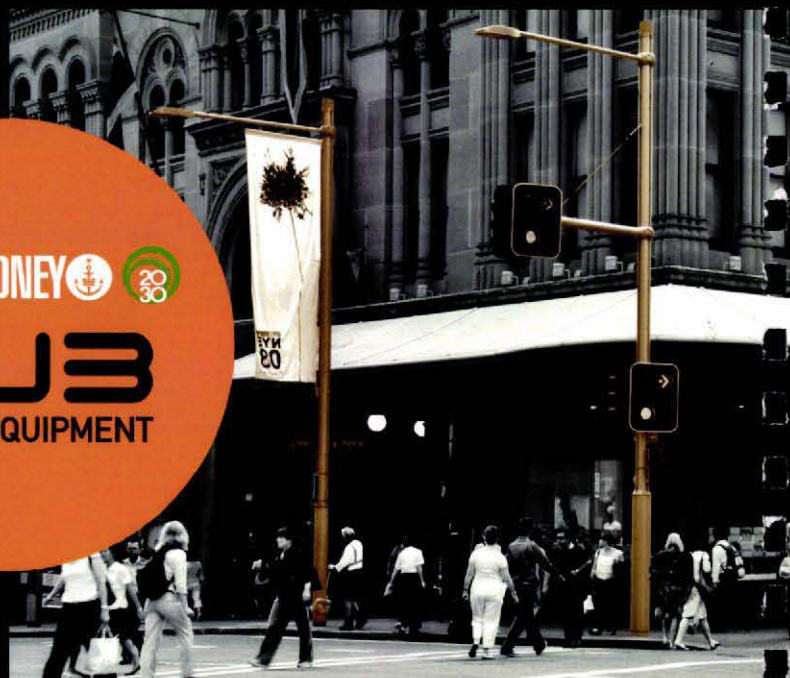
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