



Sydney2030/Green/Global/Connected



Request For Expression Of Interest

**Street Furniture, Out-Of-Home Media and
Wi-Fi Services**

Part A – Invitation

EOI No: E0718

city of villages

Request for Expressions of Interest

1. Introduction	1
1.1. Request For Expressions of Interest	1
1.2. EOI Objectives	1
1.3. Background	2
2. Service Objectives	4
2.1 Street Furniture Services Objectives	4
2.2 Out-of-Home Media Services Objectives	4
2.3 Wi-Fi Services Objectives	5
3. Proposed Service Arrangements	6
3.1 Funding Arrangements	6
3.2 Service Area	6
3.3 Contract Term, Ownership and Expiry Arrangements	8
3.4 Licences	8
3.5 Retaining modern standards and Innovation	8
3.6. Existing Street Furniture Transition	9
3.7 Street Furniture Design Requirements	10
3.8 Street Furniture Indicative Quantities and Locations	11
3.9 Advertising Assets	12
3.10 Advertising Sales Revenue	12
3.11 Service Provider Transition-In Requirements	13
3.12 Existing Communications Services on Council Assets and Facilities	13
3.13 Wi-Fi Coverage Requirements	13
3.14 Data	14
3.15 Expected Benefits of Wi-Fi Services	14
3.16 Ongoing Changes	14
4. Key Conditions of Expression Of Interest	15
5. Standard Conditions of Expression Of Interest	17
5.1. Expression Of Interest	17
5.2. Expression Of Interest Procedure	17
5.3. Lodgement Of Expression Of Interest	18
5.4. Acceptance Of Expression Of Interest and Contract	19
5.5. Conflict Of Interest	19
5.7. No Business In Abuse	20
5.8. Reliance on Information	20
5.9. Evaluation Criteria	21
5.10. Assessment of Responses to the Evaluation Criteria	22
5.11. Council's Rights	22
6. Procurement Process	23
6.1. Objectives	23
6.2. Procurement Timing	24
6.3. Process Steps	24
6.4. Probity Protocol	27
6.5. Background ECI Information	29
7. Attachments	30

1. Introduction

The City of Sydney seeks to partner with a Service Provider who will manage what is arguably Australia’s premier Street Furniture portfolio and premium Out-Of-Home advertising opportunity.

We also seek to establish a free, high quality and accessible Wi-Fi network in some of the nation’s most recognised public spaces. This partner will have an unrivalled level of coverage in the CBD.

1.1. Request For Expressions of Interest

The Council of the City of Sydney (Council) invites Expressions of Interest (EOI) for the provision of Street Furniture, Out-Of-Home (OOH) Media and Wi-Fi Services in accordance with this request. This document outlines the process being used by Council for the shortlisting of suitably qualified Service Providers to then participate in a select tender process.

Street Furniture services include the design, supply, installation and management of a new suite of high quality Street Furniture across the municipality, including bus shelters, kiosks, automated public toilets, communications panels, seats (excludes design), and street litter bins (excludes design and waste removal).

OOH Media services include the provision of Advertising Assets with associated approved advertising to display within an appropriate selection of Street Furniture. The advertising will generate revenue which will fund the provision of the Street Furniture services and which will also provide a valuable revenue stream to Council.

The Wi-Fi services include the provision of a wireless broadband network using Wi-Fi technology. Council will provide limited in-kind access to assets including light poles and Street Furniture, and the Service Provider shall

provide free Wi-Fi over the widest feasible coverage area as well as Council funded Wi-Fi services where requested. The Service Provider may elect to also provide other services from these same locations.

Respondents must submit Expressions of Interest in the manner required by this document. Previous Respondents will have to respond to this EOI to be considered.

Late in 2017 the Council invited responses for an EOI comprising of three options for services similar to this EOI. This prior EOI process has concluded. Due to the market response and changes to the Councils requirements including, street furniture and pedestrian security, Wi-Fi coverage needs, data management needs and Street Furniture swap out arrangements, the Council has released this EOI.

1.2. EOI Objectives

The purpose of this Request for EOI is for the Council to identify and shortlist suitably qualified Respondents to participate in a select tender process. Subject to the number of EOIs received, the Council will call a select tender for Street Furniture, Out-Of-Home Media and Wi-Fi Services.



1.3. Background

The City

Sydney is a vibrant, cosmopolitan city with a diverse population featuring a rich history, internationally recognised tourist attractions and an exciting calendar of events. The Council is the local government authority responsible for the city centre and more than 30 suburbs within its boundaries.

The Council's Local Government Area (LGA) covers just over 26 square kilometres extending from Sydney Harbour at Rushcutters Bay, to Glebe and Annandale in the west, from Sydney Park and Rosebery in the south to Centennial Park and Paddington in the east.

We provide services for more than 200,000 residents and 20,000 businesses, as well as the daily influx of workers and visitors into the city. On any given day, the local population swells to more than 1 million with people commuting, doing business, shopping, playing, studying, or visiting the sights of Sydney.

The City of Sydney is made up of 10 village precincts, each with their own unique character:

- A) CBD & Harbour
- B) Chinatown and CBD South
- C) Crown and Baptist Streets
- D) Glebe Point Road
- E) Green Square and City South
- F) Harris Street
- G) King Street
- H) Macleay Street and Woolloomooloo
- I) Oxford Street
- J) Redfern Street

We believe it's important to maintain the unique qualities of these village precincts and aim to foster the best possible standard of city living in each one through delivering an appealing urban environment and attractive leisure, recreation and community facilities.

The Council is working with the State Government to transform George Street into a pedestrian-friendly boulevard, improving our transport system with light rail and providing new revitalised public spaces and laneways. The transformation of the city centre public domain includes the provision of high quality furniture, public art and City greening to provide a lively and engaging city centre.



Sustainable Sydney 2030

Sustainable Sydney 2030 is a set of goals we have set for our city to help make it as green, global and connected as possible by 2030. The plan will transform the way we live, work and play.

Sydney 2030 came to life after we asked residents, visitors, workers and businesses what kind of city they wanted. People told us they wanted a city that cares about the environment, has a strong economy, supports the arts and that connects its people to each other and the rest of the world. Sydney 2030 is now the cornerstone of everything we do.

Green

We will be internationally recognised as a leader with outstanding environmental performance and new 'green' industries driving economic growth.

We will reduce our carbon emissions, with a network of green infrastructure to reduce energy, water and waste water demands. We will plan for new housing opportunities integrated with vital transport, facilities, infrastructure and open space.

Global

Sydney will remain Australia's global city and international gateway with world-renowned

tourist attractions and sustained investment in cultural infrastructure and facilities.

Our city will contain premium spaces for business activities and high-quality jobs in the city centre and support social, cultural and recreational facilities to attract and retain talent.

We will embrace innovation and new technologies to stimulate creativity and collaboration.

Connected

Central Sydney will be easy to get around with a walking and cycling network, and transit routes connecting our villages, city centre and the rest of inner Sydney. The Council's villages will continue to be strong focal points for community life and will encourage a sense of belonging.

Relative equality will be improved through increased affordable housing and better access to community facilities, programs and services across the local area. Cultural vitality will flow from high rates of participation in artistic expression, performance, events and festivals.

Council will commit to partnerships and cooperation between governments, the private sector and the community to lead change.

2. Service Objectives

2.1 Street Furniture Services Objectives

Council seeks a capable Service Provider to provide the design and delivery of a coordinated suite of high quality well-designed and well-maintained Street Furniture.

It is expected that the successful Service Provider will have the relevant expertise and experience to be able to work collaboratively with the Council to deliver the full suite of Street Furniture items and provide a high standard of ongoing servicing of these while addressing the following key objectives:

- A) Provide new furniture items designed to complement the Council's award winning suite of Street Furniture. These items will be flexible, innovative and will enable technology to meet community needs;
- B) Supply and maintain high-quality Street Furniture that is durable and serviceable while being environmentally sustainable;
- C) Integrate and coordinate the needs of other authorities (including TfNSW);
- D) Street Furniture is suitably placed and incorporates features to support public domain policies including but not limited to heritage, accessibility, visual clutter, context and wayfinding; and

- E) The Street Furniture seamlessly integrates Wi-Fi broadcasting equipment.

2.2 Out-of-Home Media Services Objectives

Council seeks a capable Service Provider to design and deliver OOH Media assets and to manage advertising media content and associated revenue within the LGA while addressing the following key objectives:

- A) Provide Advertising Assets designed to seamlessly integrate with the Street Furniture.
- B) Comply with Council's public domain policies including but not limited to Council's heritage, accessibility, visual clutter and context;
- C) Optimise the commercial value from Advertising Sales revenue flowing to Council which will assist the Council to meet the various demands of a growing city; and
- D) Provide value added services including supporting the city's cultural life, promoting public events, nearby business events/services and providing community information.



2.3 Wi-Fi Services Objectives

Council seeks capable Service Providers to provide Wi-Fi services for community, residents, industry, visitors and the Council's operations within the LGA while addressing the following key objectives:

- A) An extensive high-quality Wi-Fi service, filtered from prohibited and undesirable content;
- B) A Wi-Fi service Free-to-Council and the user for at least a Council set minimum set area and beyond for the respondents maximum feasible coverage area.
- C) A Council funded Wi-Fi service where sought by the Council in additional locations beyond the Free-to-Council coverage. This will be a Council option based on Schedule of Rates and may include open spaces, community buildings and Council offices.
- D) Comply with Council's public domain policies including but not limited accessibility, visual clutter and Council's heritage requirements and context;
- E) Stimulate greater use of wireless services for a variety of new applications and content services. These may include location based services, business transaction services, tourism services, and community and government information. These applications and services will in turn stimulate innovation for local companies and developers;
- F) Leverage Council's value-in-kind contributions such as power, ducts and infrastructure (where available and possible);
- G) The collection and provision of aggregated and de-identified data for the benefit of the Council's planning and managing of the public domain; and
- H) To future proof the Wi-Fi service throughout the term of the Contract to allow for changing technologies, growth in users and changes to their service expectations (includes download speeds and capacity).

3. Proposed Service Arrangements

3.1 Funding Arrangements

Across the Council's LGA the Service Provider shall provide the following services to the proposed funding arrangements:

- A) **Street Furniture initial deployment.** These capital costs (including design, prototype, supply, approvals & install) shall be fully funded by the Service Provider and will then be recovered from the Council through an annual fee claimed uniformly (monthly) over the life of the service;
- B) **Advertising Asset supply and operation.** The Service Provider shall fully fund all arrangements relating to Advertising Assets and their operation and recover these costs from a share of the Advertising Sales;
- C) **Advertising media management and sales.** The Service provider will hold the associated exclusive rights for the display of Advertising on a selected inventory of the Street Furniture (subject to Development Approval), shall collect all Advertising Sales revenue and pay Council an agreed proportion of this revenue;
- D) **Street Furniture ongoing management.** The Service Provider shall be responsible for approvals, addition, deletion, repair/replace, relocation, operation, cleaning and maintenance of the Street Furniture. These

costs shall be recovered from Council through monthly claims based on set rates;

- E) **Free-to-Council Wi-Fi Services.** The design, obtaining planning approval, installation and operation of a Wi-Fi network to an agreed coverage area and performance standards shall be provided and fully funded by the Service Provider. Funding shall not be sourced from Advertising Sales or from Council. Council will provide in-kind access to infrastructure, power and ducts where there is available capacity; and
- F) **Council-funded Wi-Fi Services.** If required by Council the Service Provider shall design, obtain planning approval, install and operate an extended Wi-Fi service at additional locations including open spaces and buildings (such as community centres and Council offices). These costs shall be recovered from Council through monthly claims based on agreed rates.

3.2 Service Area

The Street Furniture and Out-Of-Home Media services will extend across the Council's LGA for public space controlled by Council (Refer to Image 1). The Free-to-Council Wi-Fi network shall operate to an agreed coverage area.

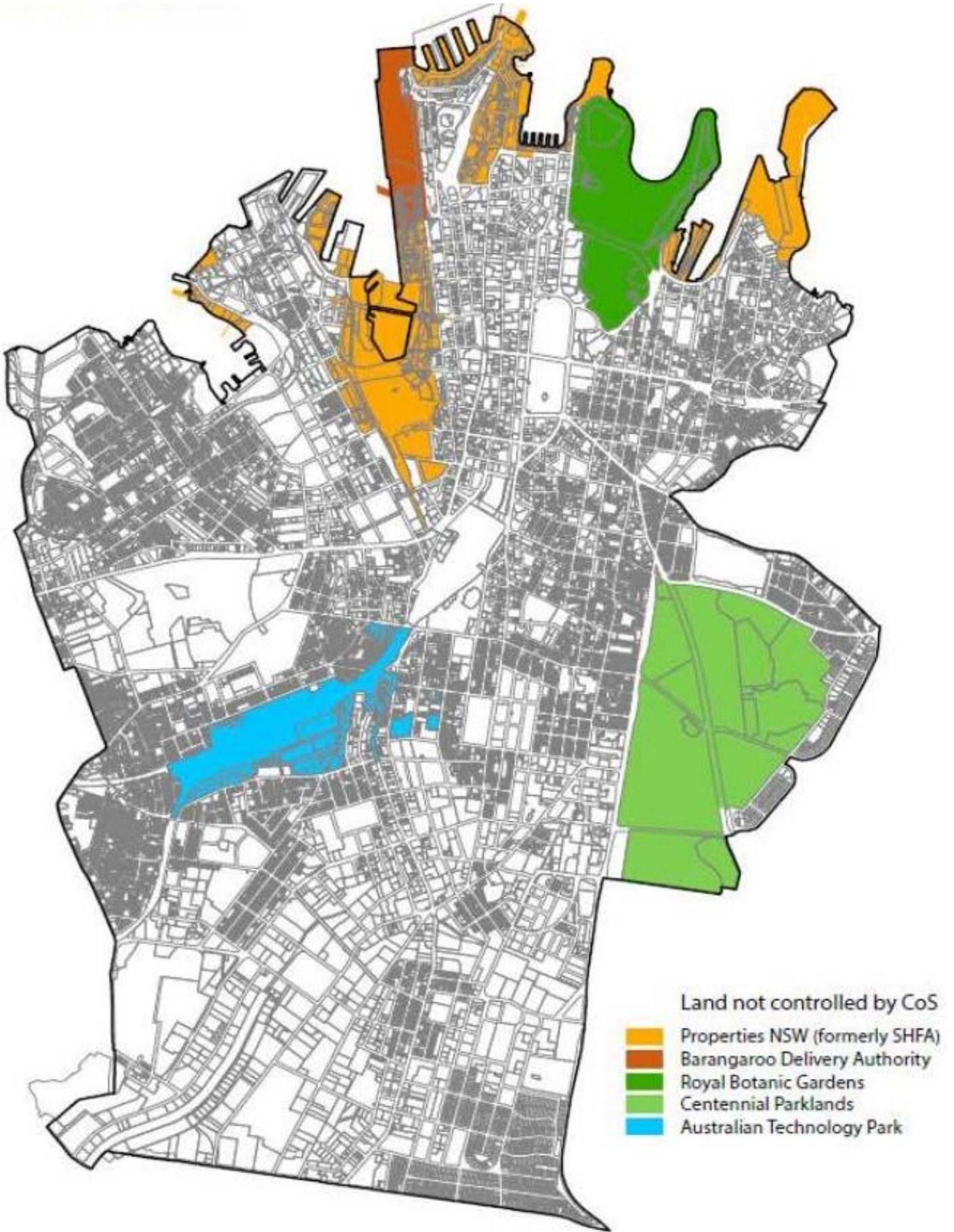


Image 1 – Council Local Government Area – Land Not Controlled by the Council



For public land not controlled by Council (Refer to Image 1) or private land within the LGA, the Service Provider may be requested by the property owner or property manager to provide Street Furniture services in keeping with the services provided by the Council.

3.3 Contract Term, Ownership and Expiry Arrangements

The contract is for a term of ten (10) years, with a performance based option for a further five (5) years. During this period the Service Provider will retain ownership of all assets supplied for the services.

Respondents shall propose preferred arrangements for the term of the Wi-Fi Services.

At the expiry of the contract, ownership of all Street Furniture items will transfer to the Council at nil cost, and all Advertising Assets are to be removed by the Service Provider.

The Council is seeking proposals as to how the installed Wi-Fi equipment will be managed at the expiry of the Contract. In the absence of an agreed alternative, the Wi-Fi assets are to be removed by the Service Provider after expiry.

3.4 Licences

The Service Provider shall obtain and retain all licences required to perform the Services. For Wi-Fi Services the Service Provider or their agent shall have a current Spectrum Licence within the LGA as defined by the ACMA.

3.5 Retaining modern standards and Innovation

The Service Provider:

- A) will fully fund any enhancement of the Free-to-Council Wi-Fi service to ensure it continues to provide a relevant high quality service in keeping with the service objectives;
- B) will, as part of this Expression of Interest, advise on how the Wi-Fi Service will be futureproofed, including download speeds and bandwidth; and
- C) work in collaboration with Council on a regular basis to consider future innovations and how these may be incorporated into the services.

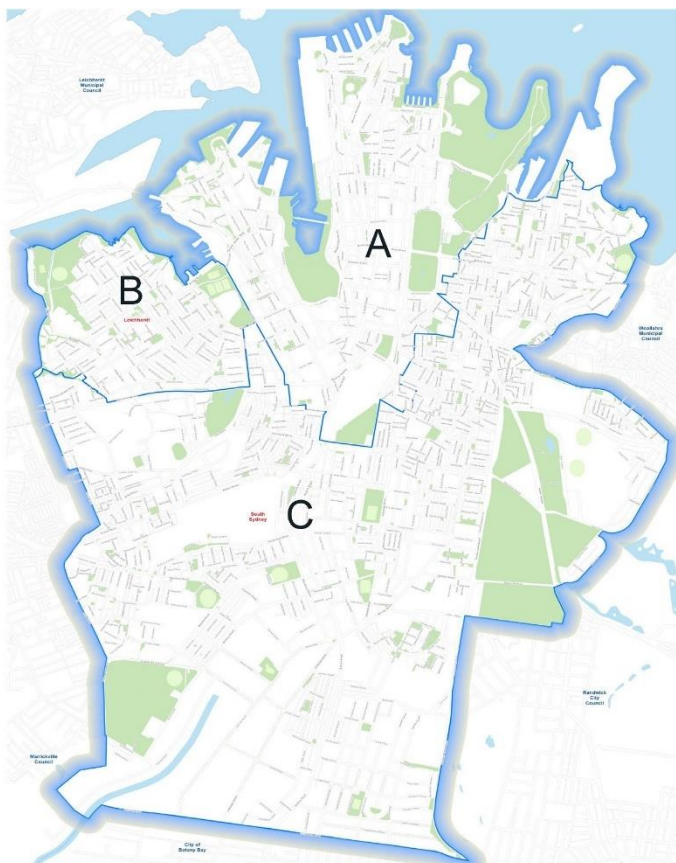


Image 2 – Map of existing contract areas

3.6. Existing Street Furniture Transition

Council currently has three separate contracts with the Existing Service Provider for the supply, installation and maintenance of Street Furniture throughout the LGA. All three contracts have similar expiry dates and services.

The Existing Service Provider is expected to continue to perform contracted services for all Bus Shelters, Automated Public Toilets, Kiosks, Communications Panels and Payphones through to 31 January 2020. From 1 February 2020 the furniture is to be removed by the Existing Service Provider where at all possible within the next year. The Service Provider will determine the timing for removal of these items of furniture in collaboration with the Council and the Existing Service Provider. The Existing Service Provider shall be provided three months notice to commence the removal of Street Furniture, and will then have a further three months to remove the nominated furniture

and restore the surface. Where requested, existing utility services such as power, potable water, sewer and telecommunications shall be protected and made available for connection to the new Street Furniture item. 95% of all bus shelters in areas B and C (Refer to Image 2) are to be removed before commencing the removal of bus shelters in Area A.

The Existing Service Provider is expected to continue to perform contracted services for all seats and bins through to 31 January 2020. From 1 October 2019 the seats and bins are to be removed by the Existing Service Provider. The Service Provider will determine the timing for removal of the seats and bins in collaboration with the Council and the Existing Service Provider, and this is expected to be completed by 30 September 2021. The Existing Service Provider shall be provided three months notice to commence the removal of the seat or bin, and will then have a further three months to remove the nominated item and restore the surface.

The Existing Service Provider shall also continue to provide all cleaning, maintenance and operational responsibilities until the furniture is removed. The Existing Street Furniture Provider will be entitled to advertise on Street Furniture that it owns up to three months after a notice for removal is received.



3.7 Street Furniture Design Requirements

Prior to the initial deployment of Street Furniture, the Service Provider will design the Bus Shelters, Kiosks, Automated Public Toilets and Communications Panels. Council has completed and owns the design for the Seat and Street Litter Bin, and these will be provided to the Service Provider for use. Prototyping of all furniture items is required.

The new Street Furniture shall reflect a modern 21st century global city. It shall be enabling for current and future technology and innovation. It shall also meet the requirements of the Councils Performance Requirements - Design.

As part of the Request For Tender phase Council will require the select tenderers to propose a number of new bespoke designs of the Street Furniture items.

The design of Street Furniture and Advertising Assets will be a collaborative process involving Council and key Council stakeholders.

Council has an established design language for the Street Furniture. The designed Street

Furniture must seamlessly integrate with the look and feel of these items. The Council is not seeking a new aesthetic approach, but a logical extension to the current range. The above images depict the Council's initial design suite components already being deployed by Council.

It is expected that the Service Provider will collaborate with Council on possible improvements to Street Furniture and Advertising Assets over the term of the contract. This may include the provision of further Street Furniture and OOH Media services to accommodate improvements in technology.

All Advertising and Wi-Fi Assets that form part of Street Furniture must be designed to be capable of detachment from the Street Furniture, as these are expected to be removed by the Service Provider at completion of the contract for the Street Furniture and OOH Media services. The removal of Advertising Assets must be possible without causing damage to the Street Furniture and will be designed to ensure the Street Furniture remains functional.

Street Furniture Item	Existing		Proposed Initial Deployment			Future Contract Total
	Council Owned	Existing Service Provider	Remove	Retain	New	
Bus shelter	46	325	46	-	402	402
Kiosk	-	55	-	-	41	41
Automatic Public Toilet	-	12	-	-	20	20
Communications Panel	-	9	-	-	159	159
Payphones	-	150	-	-	-	-
Seats:						
<i>Exist. Service Provider</i>	107	303	-	-	-	-
<i>New Council Seats</i>	86	-	-	86	1156	1242
<i>Other Seats</i>	704	-	704	-	-	-
Street Litter Bins:						
<i>Exist. Service Provider</i>	10	305	-	-	-	-
<i>New Council Bins</i>	16	-	-	16	807	823
<i>Other Litter Bins</i>	492	-	492	-	-	-

Table 1 – Street Furniture Types, Indicative Quantities and Ownership

3.8 Street Furniture Indicative Quantities and Locations

The above table is a summary of the existing Street Furniture items and the proposed initial deployment requirements. The following is noted in regard to this table:

- i. Respondents will have the opportunity to propose additional/alternative supply and installation arrangements as part of the Request For Tender phase.
- ii. Generally a new Street Furniture item will be placed in the same location as an existing Street Furniture item, however new locations are also proposed where existing locations are no longer appropriate (considering heritage, accessibility, view lines).
- iii. The existing payphones mounted to the Existing Service Provider's advertising asset will be removed. Telstra will make its own arrangements to fulfil its Universal Service Obligations for payphones. In most instances a new Communications Panel is

required to be installed at these locations. This panel will have smart city features that are subject to agreement, but may include wayfinding, free internet, phone, charging station, transport information, free Wi-Fi, and Out-Of-Home Advertising.

- iv. 'Proposed Initial Deployment' requirements as shown in Table 1 must be undertaken by the new Service Provider (excluding items removed by the Existing Service Provider).
- v. All assets noted as 'Future' must be maintained under the new Street Furniture contract.

Street Furniture item location data is supplied in Excel and kml format suitable for use in Google Earth. Maps reflecting the locations of Street Furniture items and indicative plans for future locations are included in Attachment A. Future Street Furniture.



3.9 Advertising Assets

The Advertising Assets currently deployed in the LGA are shown in Table 2. The Council makes no representation that these quantities represent either the optimal quantity or appropriate display configuration required for a commercially viable new contract arrangement with the Council.

Accordingly, the Council expects Respondents to make future recommendations based on their experience and expertise in OOH Media Services whilst considering best urban design outcomes.

Respondents should note that some duplication in quantities may have been recorded due to the application of double-sided advertising displays.

Table 2 – Current Advertising Assets

Display Type	Quantity
Static	420
Scrolling / Static	10
Scrolling	96
Digital / Static	9
Digital	49

Advertising Assets are expected to also host limited media content that does not generate revenue, including cultural events, charity-related content and Council emergency system content.

3.10 Advertising Sales Revenue

Council understands that OOH advertising is a well-established performer in the Australian media landscape having experienced strong growth over the past 7 years including achieving more than 50% growth in the past 4 years to 2017.

Further, it is understood that a significant contributor to this growth has been through the use of Digital OOH advertising which now represents approximately 45% of total OOH Advertising Sales revenue nationwide. Importantly, it is noted that the rollout of Digital OOH advertising in the Roadside Billboard segment that has provided most of this growth.

Accordingly, the Council expects that the Service Provider's costs for providing the Street Furniture Services will be more than offset by the Advertising Sales revenue on selected Advertising Assets at approved locations and that the Council will receive an appropriate



share of the Advertising Sales revenue for this premium location.

3.11 Service Provider Transition-In Requirements

Upon engagement of the Service Provider, Transition-In Services will commence immediately including auditing, furniture design and site works planning.

The Street Furniture design shall be subject to approval by the City of Sydney Design Advisory Panel, other key stakeholders and Council.

The initial installation of new Street Furniture is expected to commence 1 October 2019 for seats and bins, and 1 February 2020 for all other furniture. Council is seeking for 95% of new furniture be in operation in early 2021 and all furniture to be installed by the end of 2021. The Service Provider will commence maintaining all Council owned furniture from 1 February 2020.

The new furniture shall be installed by the Service Provider as soon as practical following the removal of existing furniture with minimal impact to the community. The Service Provider will be responsible for related works including utility connection, surface restoration and tactile ground surface indicators.

3.12 Existing Communications Services on Council Assets and Facilities

Council does have existing arrangements including Wi-Fi within Council owned buildings and mobile phone services utilising Council light poles and intends to continue with these arrangements.

3.13 Wi-Fi Coverage Requirements

The Council has set a minimum coverage area to be provided by the Wi-Fi Service. This is the CBD and village main streets (refer to Image 3).

Council is seeking for Respondents to advise of the largest feasible coverage area it is prepared to service as part of the Free-To-Council Wi-Fi Service. The Council recognises that commercial practicalities and technology limitations may impede total coverage in a particular area initially.

The Council seeks input from Respondents on the minimum coverage area, the proposed Free-to-Council coverage area, futureproofing and approximate delivery times for rollout/expansion of the service into these areas. Council is also seeking advice on an appropriate model for the Service Provider to apply to provide Council-Funded Wi-Fi services outside the Free-to-Council coverage area.

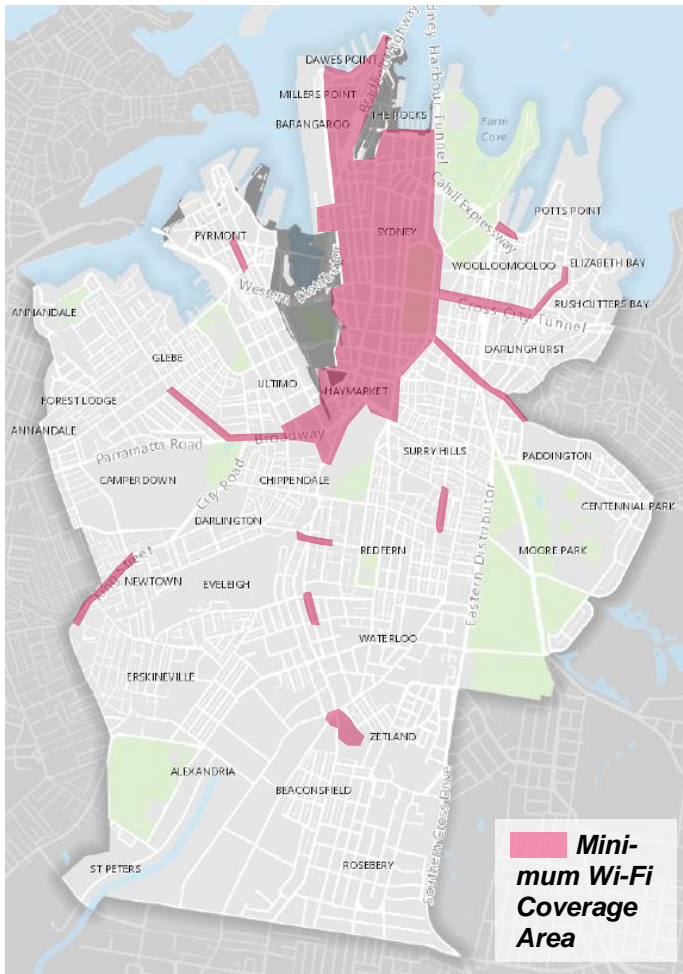


Image 3 – Minimum Wi-Fi Coverage Area

3.14 Data

The Service Provider will retain all ownership of the data obtained from the Services and will grant to Council access rights to the anonymised data. The Service Provider shall comply with the Telecommunications Act (1997) and the Privacy Act (1988).

3.15 Expected Benefits of Wi-Fi Services

As has been demonstrated around the world, free Wi-Fi initiatives that leverage government infrastructure deliver a range of economic and social benefits in areas including tourism, transport, government, health, and education.

Having a quality, free Wi-Fi and expanding public access to the internet is fundamental to Council's digital future. It will support small businesses, improve the tourism experience, assist our education sector and further strengthen Sydney as Australia's leading city.



It will attract businesses, investors, tourists, and provide benefits to the community. It will create opportunities for the Council's community, residents, industry, and visitors to grow and become more productive and competitive in the global marketplace.

This Request for EOI is designed to meet the requirements of the Council's Community Strategic Plan – Sustainable Sydney 2030. It also is expected to deliver Priority Five of Councils Digital Strategy.

The Council would also like to identify any "value-adds" and benefits to the public and the Council that the providers can deliver.

3.16 Ongoing Changes

During the term the Council will continue to work with the Service Provider to identify appropriate locations for Street Furniture, Advertising Assets and Wi-Fi assets. The Council is subject to continuous change and the Council will have the final right set the location of all assets and to have them removed or modified.

With any asset removal, installation or modification the Service Provider will be required to coordinate all required utility services and restore any assets affected by the works.

4. Key Conditions of Expression Of Interest

Name of Expression of Interest	Street Furniture & Out-Of-Home Media Services; and Free Public Wi-Fi Services
Expression of Interest Number	E10718
Closing Date	Tuesday 31 July 2018
Closing Time	11:00am
Contact Person	Enquiries should be directed to the Strategic Contracts Manager (Council Tendering Officer) only. Enquiries may be submitted by either: (i) the online forum accessed at www.tenderlink.com/cityofsydney Or alternatively, (ii) by e-mail to the Council's representative as follows: Stefano Ferrarini Tel: 02 9265 9656 Email: sferrarini@cityofsydney.nsw.gov.au
Probity Advisor	The Probity Advisor may be contacted directly in relation to any questions or probity concerns regarding the conduct of the EOI. The contact details are: Tiffany Blackett Procure Group Pty Ltd Tel: 0408 238 693 Email: tblackett@procuregroup.com.au
Briefing	It is not contemplated that there will be a requirement for an industry briefing.
Lodging an EOI	Completed submissions should be lodged electronically in the Electronic Tender Box at www.tenderlink.com/cityofsydney by the Closing Time on the Closing Date. Respondents 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. Alternatively EOI's can also be lodged with the Council by the Closing Date and Closing Time and in accordance with the Standard Conditions of Expression of Interest at the following address or fax (refer to Part A, Section 5.3):

Tender Box
Town Hall House
Level 1, 456 Kent Street
SYDNEY NSW 2000
Fax: 02 9265 9697

If lodging to the Tender Box the Council of Sydney one original and one hardcopy of the EOI and attachments, signed as required, must be submitted. The front page of each copy (including all supporting information) must be endorsed by the Respondent as a true copy. In addition, one soft copy in PDF and WORD format must be provided on USB.

The Tender box is accessible between the hours of 8am and 6pm, Monday to Friday.

Expression of Interest Documents

The documents that comprise this Expression of Interest include:
 Part A – This Expression of Interest document
 Part B – Expression of Interest Returnable Schedules
 Part B – Schedule J – Anticipated Revenue & Expenditure
 Part C – Performance Requirements - Design

Proposed contractual documents

To be provided at Request For Tender Phase

5. Standard Conditions of Expression Of Interest

5.1. Expression Of Interest

By submitting an EOI, the Respondent acknowledges that:

- Council at its absolute discretion reserves the right to accept or reject any EOI, to decide the tender list regardless of any EOI and to issue or not issue a Request for Tender.
- Council at its absolute discretion reserves the right to reject the EOI of any Respondent who has any unresolved disputes with Council.
- Any costs incurred by Respondents in any way associated with the preparation and submission of this EOI, will be entirely borne by the Respondent.
- No legal or other obligations will arise between a Respondent and Council unless or until formal documentation has been signed.

5.2. Expression Of Interest Procedure

5.2.1 Briefing

Council may offer briefings to Respondents from time to time. At the briefing Council's representative will discuss, answer or clarify any issues raised by a Respondent about any requirements in the expression of interest.

Council is not obliged to answer any questions before the briefing.

5.2.2 Information and Enquiries

Where a Respondent has any doubt about the meaning of any aspect of the expression of interest, the Respondent must make enquiries about and clarify matters with Council's Tendering Officer. All enquiries about the expression of interest must be referred in writing to Council's Tendering Officer.

All communications related to this Request for EOI 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 Respondents is drawn to condition 5.2.3.

5.2.3 Respondent Not to Solicit Council Personnel

Subject to condition 5.2.2, Respondents (or any representative of a Respondent) must not at any time before Council makes a final decision to accept a submission, 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 expression of interest, any matter about the



expression of interest or any other expression of interest submitted in response to the expression of interest. Council reserves the right to reject any submission by a Respondent which contravenes this condition.

For clarity, a representative of a Respondent, for the purpose of this condition, includes a person or other legal entity who acts at the request of a Respondent 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 expression of interest).

5.2.4 Publicity

Respondents must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity in relation to the EOI. Where the Respondent receives an enquiry relating to the EOI from the media, the Respondent must refer the person making the enquiry to the Council's Tendering Officer and must immediately notify the Council's Tendering Officer of the fact that an enquiry was made. The Respondent must not make any other comment in response to such an enquiry.

5.2.5 Additional Information

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

5.3. Lodgement Of Expression Of Interest

EOIs should be lodged by either:

- i). The Electronic Tender Box at www.tenderlink.com/cityofsydney by the Closing Time and Closing Date nominated. Respondents 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 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 Alternatively, EOIs 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 EOI.

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

- a) the EOI is received in full by Council's Procurement Section on fax number (02) 9265 9697 before the Closing Time on the Closing Date; and
- b) the original of the EOI is received by Council within three (3) business days.

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

All EOIs lodged will become the property of Council and in no circumstances will they be returned to the Respondent.

5.4. Acceptance Of Expression Of Interest and Contract

If the Council accepts an EOI it will issue a notification to the shortlisted Respondents. This notification does not create a contract with the Respondents. The Council and preferred Respondent are legally bound only when a written contract is executed by the parties.

5.5. 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/FoirmsPoliciesPublication/Policies.asp> under Governance for further explanation of these terms).

Respondents must disclose any conflict of interest in undertaking the requirements of the specifications and contract. Where a Respondent has a conflict of interest, the Respondent 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 Respondent be awarded the

contract. Based on the information provided by the Respondent, Council will make the final decision regarding the Respondents conflict of interest. If a conflict of interest is not disclosed by a Respondent and Council then becomes aware of the conflict, Respondents may be excluded from this Expression of Interest and/or any future process by which Council is seeking the provision of goods or services.

5.7. No Business In Abuse

Respondents are advised that the Council has resolved to adopt the "No Business In Abuse" pledge and is currently reviewing the implementation of the pledge in the context of its procurement policies. If and to the extent this review results in a change to the Council's existing procurement practice and such change affects this particular procurement process an addendum will be issued to all Respondents. For the information of Respondents, the pledge provides that all companies should:

- a) have zero tolerance for child abuse;
- b) Respect people's fundamental rights to freedom from arbitrary and indefinite detention;
- c) Not treat people in a cruel, inhumane or degrading manner; and
- d) Commit to transparency and independent monitoring to ensure these principles are upheld.

5.8. Reliance on Information

The information in this Request for EOI document is provided in good faith for the Respondent's guidance and is not guaranteed to be complete or accurate. While every effort has been made to ensure accuracy, it could include some errors and omissions. Council is not responsible for any interpretation, deduction or conclusion made by the Respondent from any information made available and the Respondent accepts full responsibility for undertaking any necessary investigations to support any such interpretations, deductions or conclusions.

Any consideration or interpretation of the information provided needs to take into account:

- a) the information related to proposed asset locations may be incomplete both in the number surveyed and the details provided;
- b) the information resulting from the condition audits may be inaccurate due to the timing and quality of the survey carried out, a change in conditions since the condition audit was carried out and / or works carried out due to identified defects or identified conditions subsequent to the surveys;
- c) exact locations of existing Street Furniture and Advertising Assets have been restricted for privacy and security reasons; and
- d) the information is provided as is and no additional information can be provided by Council for the purposes of the EOI.



5.9. Evaluation Criteria

The Expression of Interest responses will initially be assessed for compliance with the mandatory criteria.

The following table details the mandatory criteria.

- a) The Service Provider or their agent has a current Spectrum Licence within the LGA as defined by the ACMA; and
- b) The Service Provider has the financial capacity to perform the services over the Contract Term.

These criteria will not be point scored. Each response will be assessed on a strictly Yes/No basis as to whether the criterion is met satisfactorily.

An assessment of 'No' against any criterion will eliminate the respondent from further consideration.

Responses that do not satisfy any mandatory criteria will not be considered for detailed evaluation and will be set aside.

All complying Expressions of interest will be examined and evaluated according to the following criteria:

- **Respondent's experience in delivering well designed and contemporary Street Furniture, with the appropriate skills in designing and prototyping, an established supply chain and a viable on-going support structure.**
- **Respondent's proven experience in high quality public domain Wi-Fi services, and the Respondent's proposed Wi-Fi service.**
- **Respondent's proposed implementation and transition plan with an appropriately skilled, experienced and resourced project team.**
- **Respondent's organisational structure, capability and experience in achieving Council's EOI Objectives.**
- **Respondent's proven experience in Out-of-Home media services with a track record of securing sustainable growth in Advertising Sales revenue with an articulated strategy, funding model and plan for Councils assets.**

5.10. Assessment of Responses to the Evaluation Criteria

Each of the evaluation criteria are considered to be critical to this Request For Expression Of Interest. *They are not of equal weight for evaluation and are not listed in order of priority.*

Respondents compliance on each of the evaluation criteria will be separately evaluated using the following Evaluation Rating Scale:

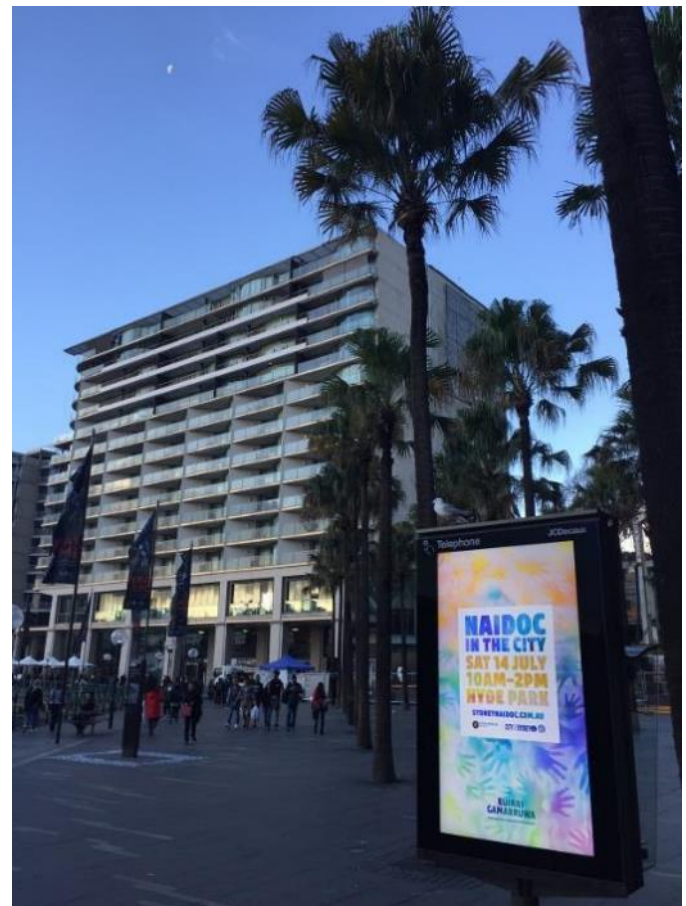
<u>Score rating</u>	<u>Description</u>
90-100	No risk, excellent response with added value and innovation
80-89	No risk, excellent response
70-79	Very low risk, good response
60-69	Low risk, good response
50-59	Low risk, acceptable response
40-49	Medium risk, but acceptable response

If a Respondent receives a score of less than 40 in any one Evaluation Criteria, that Respondent will be deemed non-compliant and will not be recommended for acceptance by Council.

Council may undertake financial assessments of Respondents to determine their financial capacity to undertake the services. This may be undertaken by a third party appointed by Council.

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

Respondents must complete all parts of the Expression of Interest forms. Council may reject any expression of interest which does not provide all the required information.



5.11. 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 responses 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 EOI or any subsequent process;
- c) accept all or part of an EOI;
- d) reject any EOI;
- e) accept a non-conforming EOI; or
- f) reject the offer of any Respondent who has any unresolved disputes with Council.
- g) Council is not bound to accept any EOI.

6. Procurement Process

The Council is seeking an Early Contractor Involvement (ECI) in a structured process involving workshops and dialogue designed to benefit the Council, the Respondents and the subsequent successful Service Provider with the objective of providing appropriate service levels for the required services.

An ECI aims to resolve ambiguities and clarify scope of work while focussing on risk allocation. Respondents will be provided opportunity through the workshops to suggest alternatives they believe could improve contract outcomes, to identify risk from their perspective and to offer suggestions for best defining and allocating risks in the final contract

6.1. Objectives

The ECI process has been selected as the preferred procurement strategy to achieve the following:

- a) establish a co-operative relationship in which the foundations will be created through a collaborative interactive tendering phase which flow on through the service delivery phase;
- b) achieve a reduction in the operational risk through robust documentation analysis and review while in the procurement phase;
- c) clarify and refine scope of work and performance outcomes; and

d) to drive value generation through the procurement phase.

The procurement process will be governed by a Probity Protocol to ensure that the process is conducted in an impartial and transparent manner which provides an equal opportunity to all Respondents and selected Tenderers, more detail regarding the Probity Protocol is detailed in Clause 6.4 below.





6.2. Procurement Timing

The following indicative program is proposed for the procurement:

Milestone	Timing
Stage 1 Request for EOI	
Request for EOI released	10-July-18
Closing Date for EOI submissions	31-July-18
Presentation of EOI by Respondents (option)	August 2018
EOI Respondents shortlisted for RFT phase	August 2018
Stage 2 Request for Tender plus ECI	
Issue of Request for Tender	September 2018
ECI Workshops	Sep / Oct 2018
Closing Date for Tender submissions	November 2018
Successful Tenderer Appointed	February 2019

6.3. Process Steps

The two main phases are:

1. Request For Expression of Interest (EOI) phase resulting in shortlisting Respondents to progress to the RFT phase; and
2. Request for Tender (RFT) phase incorporating ECI phase for shortlisted Respondents including briefings, workshops, clarifications and addendums and final tender submission including pricing.

Details of each step in the phases above are provided below:

6.3.1. Stage 1 Request For EOI

Step 1A - EOI Submission

- Public Request For Expression of Interest advertised
- EOI submissions close

Step 1B - EOI Assessment (indicative 2 weeks)

- Assessment of EOI submissions
- Interview shortlisted Respondents
- Finalise assessment and recommendation of potential Tenderers
- Executive Approval.

6.3.2. Stage 2 - Request for Tender incorporating ECI Phase (*indicative 6 to 8 weeks*)

The RFT stage will be conducted utilising an Early Contractor Involvement (ECI) process to provide the best opportunity for the selected Tenderers to have access to Council information and resources during the development and costing of their tender submissions.

The ECI is designed to provide involvement between each individual shortlisted Respondent and the Council at an early stage to assist with the proposed approach, methodology and suitability refinement of the potential Tenderers supply solution to best meet the needs of the Council under this Request for EOI.

It is anticipated that the Tender/ECI process will involve:

- Briefing of the shortlisted Respondents;
- Issuing of Request for Tender documentation packages;
- Conducting several interactive ECI workshops;
- Issue of clarifications and addendums; and
- Review by the Council of proposals stemming from the workshops.

During the ECI stage, input will be received from the Tenderers on the development of the contract.

All the improvements and feedback advised/received at the workshops may be incorporated into the final tender document or incorporated via an addendum during the tender period, to the extent acceptable to the Council.

Step 2A - RFT/ECI Workshops and Interactive Sessions

A. Minimum number of Interactive workshops:

The following interactive workshops are proposed prior to the Tender Closing date:

- (i) an ECI training workshop;
- (ii) a minimum of two commercial interactive workshops be held separately by the Council with each Tenderer – refer to Process for Interactive Workshops; and
- (iii) a minimum of two specification & service delivery interactive workshops held separately by the Council with each Tenderer – refer to Process for Interactive Workshops.

B. Process for Interactive Workshops: The

Council intends to conduct interactive workshops with each Tenderer on the following basis and also in a manner consistent with the probity protocol set out in condition 3 below;

Intent of Workshops:

- (i) The workshops will provide the opportunity for an appropriate level of interaction between the Council and the Tenderers regarding the Contract, from a commercial, technical, service performance and legal perspective;
- (ii) As each Tenderer may have different approach to the submission of its Tender and the service performance requirements and deliverables, it is acknowledged that issues discussed at a workshop with one Tenderer may not be the subject of discussion at the workshop with the other Tenderer.

Timing for Workshops:

The time and date for each Workshop with each Tenderer will be notified by the Council's Tendering Officer.

Commercial Interactive Workshops

- (i) The agenda for each commercial interactive Workshop will cover, as a minimum, the following matters:



- a) Any departure comments in regard to the Contract raised by a Tenderer.
 - b) Any other issues which a Tenderer may wish to raise within the allotted duration of the workshop.
 - (ii) Prior to each commercial interactive workshop, each Tenderer must complete a draft Agreement and Scope (or updated draft).
 - (iii) Following completion of each commercial interactive workshop with each Tenderer, the Council may issue, by way of addendum, the same updated version of the Contract to all Tenderers with any amendments which the Council agrees following those workshops;
- Specification & Service Delivery Interactive Workshops*
- (i) The agenda for each specification & service delivery interactive Workshop will cover, as a minimum, the following matters:
 - a) any departure comments in regard to the specification and service delivery raised by a Tenderer;
 - b) any other issues which a Tenderer may wish to raise within the allotted duration of the workshop
 - (ii) Prior to each specification & service delivery interactive workshop, each Tenderer must complete a draft Agreement and Scope (or updated draft).
 - (iii) Following completion of each specification & service delivery interactive workshop with each Tenderer, the Council may issue, by way of addendum, the same updated version of the Contract/Specification to all Tenderers with any amendments which the Council agrees following those workshops. Any service & performance innovation proposed by a Tenderer may be omitted for general publication.

C: Additional interactive workshops: The Council may, from time to time prior to the Closing Date convene further meetings, or interactive workshops, with each Tenderer. For example, there may be more interactive workshops if the Council, in consultation with the Tenderers, believe it will be of benefit to the tender process and the Tenderers.



Step 2B - Issue Final Tender Documents

The Council will issue a final version of RFT Documentation.

Step 2C – Prepare and Submit Tender

Nothing in this Section 6 limits the requirements for the Tenderers to formally complete as part of its Tender response the Returnable Tender Forms in the Request for Tender.

Step 2D - RFT Evaluation & Approval (indicative 4 to 8 weeks)

- Tender evaluation meetings, scoring sessions and final interviews if required.
- Preparation of tender evaluation report to executive management and Council.
- Council approval and endorsement of recommendation
- Finalisation of Contract

6.4. Probity Protocol

a) The following protocols will apply to the interactive workshops described in Step 2A) RFT/ECI Workshops and Interactive Sessions above:

- (i) Information that is confidential to one Tenderer will not be disclosed to another

Tenderer. Tenderers must advise the Council of the information that they regard as commercial in confidence and seek the Council's concurrence prior to proceeding with the discussion of such matters;

- (ii) Tenderers will be provided with equal opportunities to participate in workshops with the Council evaluation team, including any relevant consultants or Council invited experts (together the **Council Project Team**). In addition to the specific topics identified in Step 2A it will be the responsibility of Tenderers to set the agenda for each workshop and to control the time allocated to discussions, subject to the total time available being equitable between the shortlisted Tenderers;
- (iii) Tenderers that are better prepared for workshops may optimise the value that may be gained from the opportunity to meet with the Council Project Team. The Council will ensure that all Tenderers have the same opportunity to obtain information, but will not be obligated to provide information in relation to issues not raised by Tenderers during the workshops;

- (iv) However, if determined by the Tender evaluation panel chair and subject to any claims of confidentiality, any information of general relevance that, if not conveyed to all Tenderers may result in an unfair advantage to one or more Tenderers, will be provided to all Tenderers by way of either an addenda to the Request for Tender or an information document;
 - (v) All workshops shall be held on Council premises or, with the agreement of the Council, at the premises of a Tenderer. The Council will facilitate each workshop;
 - (vi) Nothing in this protocol limits the obligations of the Tenderer and the Council under any executed Confidentiality and Intellectual Property Deed: and
 - (vii) The Council Project Team and Tenderer team members participating in workshops will be briefed on these probity protocols and will be required to confirm acceptance.
- b) Brief documented records of all workshops held with a Tenderer will be maintained by the Council but will not be made available to the Tenderers. The Council will note any issues discussed at the workshop that should be provided to the other Tenderers in order to maintain equity in the process. This will be advised to Tenderers during the workshops.
 - c) Tenderers are responsible for maintaining their own records of the workshops.
 - d) If a Tenderer proposes an approach that the Council has previously investigated and determined to be not feasible or acceptable, the Tenderer will be informed accordingly.
 - e) Verbal and other feedback provided during the workshops will be deemed to constitute "information documents"

The Council's probity adviser will observe Tenderer interactions and attend each interactive workshop. The probity adviser will confirm at the conclusion of the interactive workshops held with individual Tenderers

whether the Tenderer has any probity concerns to raise.



6.5. Background ECI Information

The Inter-jurisdictional Steering Committee for Alliancing & Traditional Contracting Guidance Note No 6

ECI and Other Collaborative Procurement Models,
Department of Treasury and Finance,
© State of Victoria
2011

www.dtf.vic.gov.au/Infrastructure-Delivery/Alliance-and-traditional-contracting

Building and Construction Procurement Guide Principles and Options

Austrroads & Australasian Procurement & Construction Council
<http://www.apcc.gov.au/ALLAPCC/Building%20and%20Construction%20Procurement%20Guide.pdf>

Suppliers agree ECI will save money & increase innovation

Report & Conference Presentation, Digital Railway UK
<http://digitalrailway.co.uk/2017/02/09/suppliers-agree-eci-will-save-money-increase-innovation/>

Position paper on contracting delivery models Investing in Infrastructure | International Best Legal Practice in Project and Construction Agreements

January 2016
© 2016 PricewaterhouseCoopers
<https://www.pwc.com.au/legal/assets/investing-in-infrastructure/iif-4-position-paper-on-contracting-feb16-3.pdf>

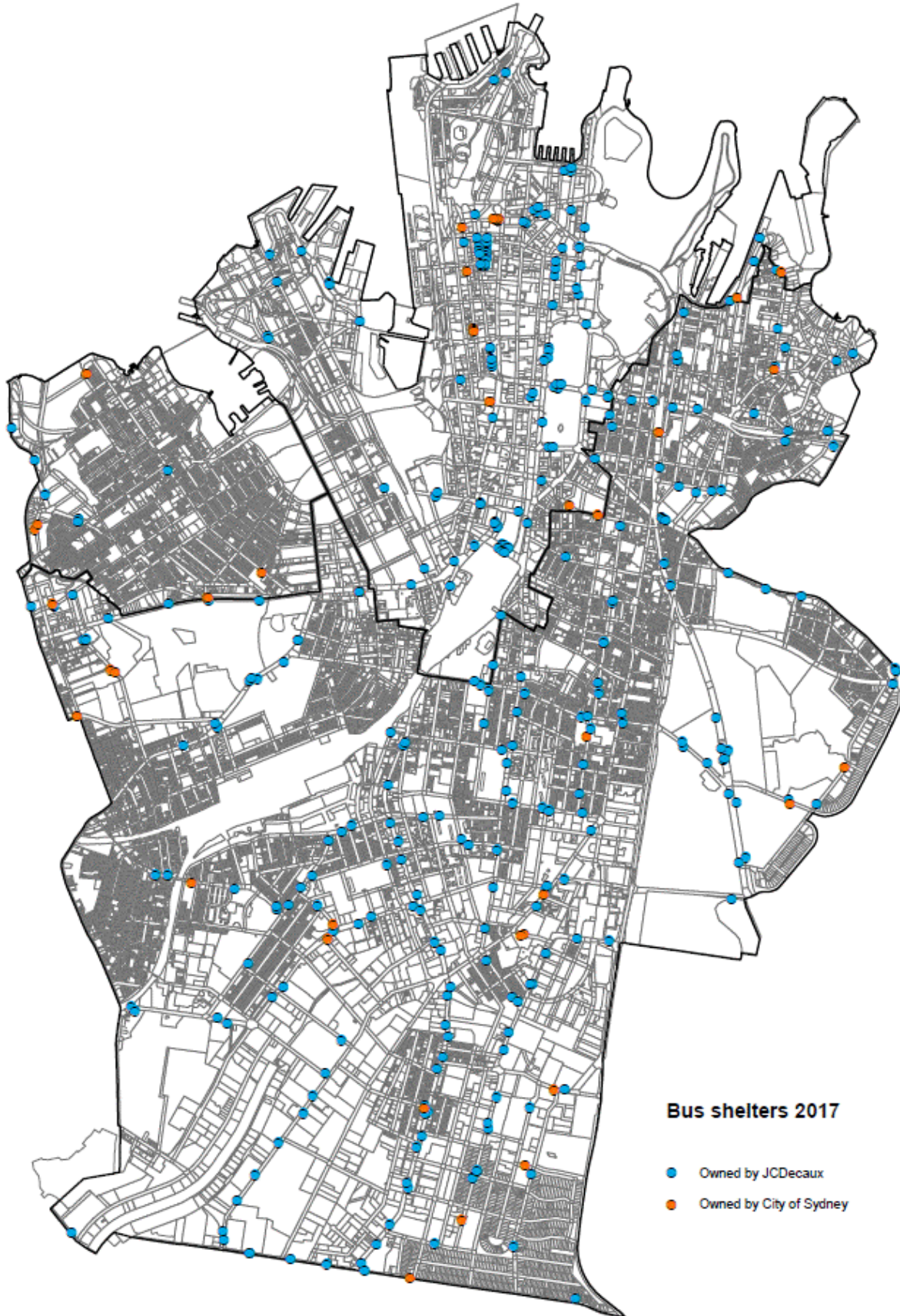
Being prepared to be different leads to over \$750M in project awards

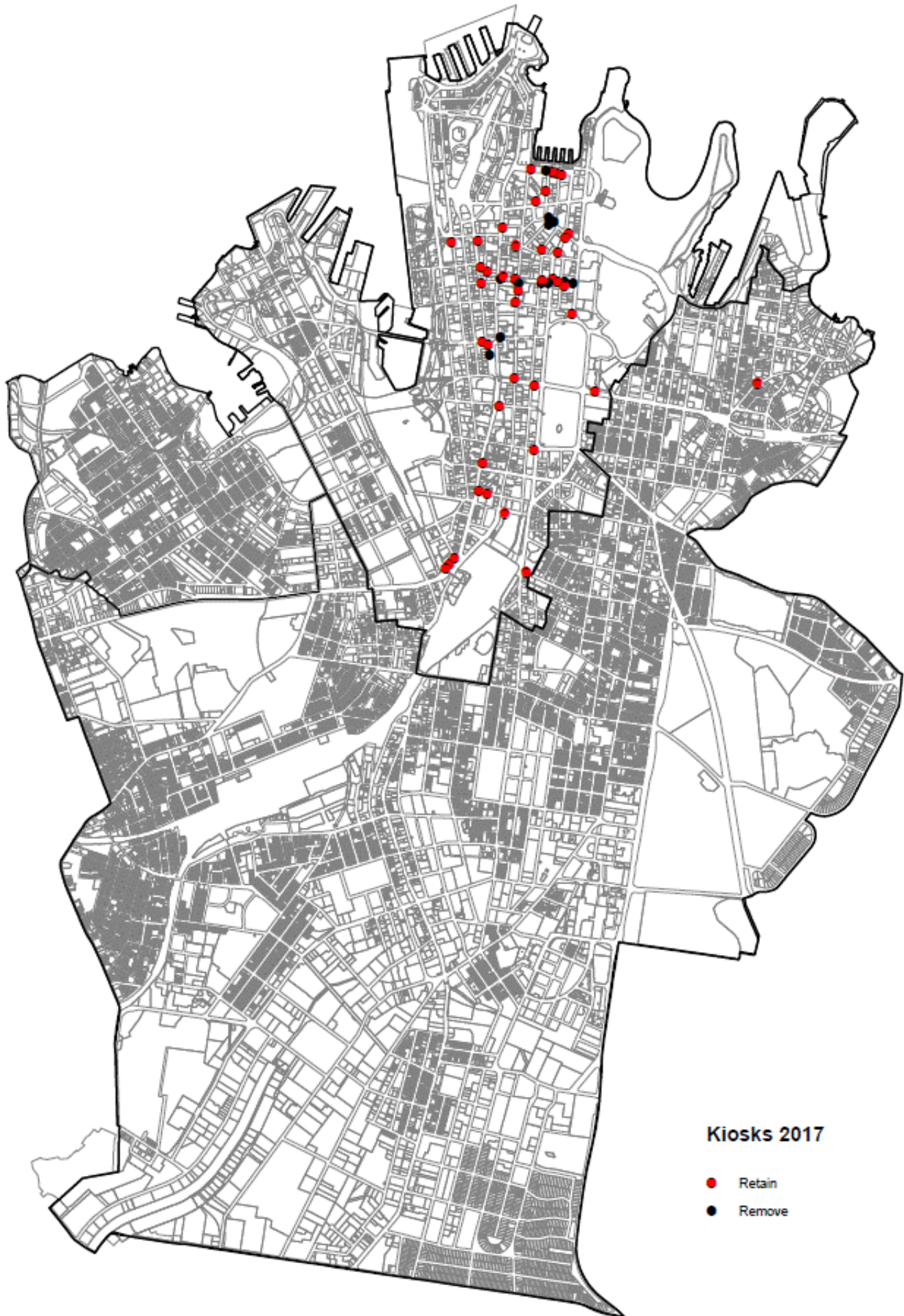
22 October 2015
Buildcorp
<http://news.buildcorp.com.au/eci-being-prepared-to-be-different/>

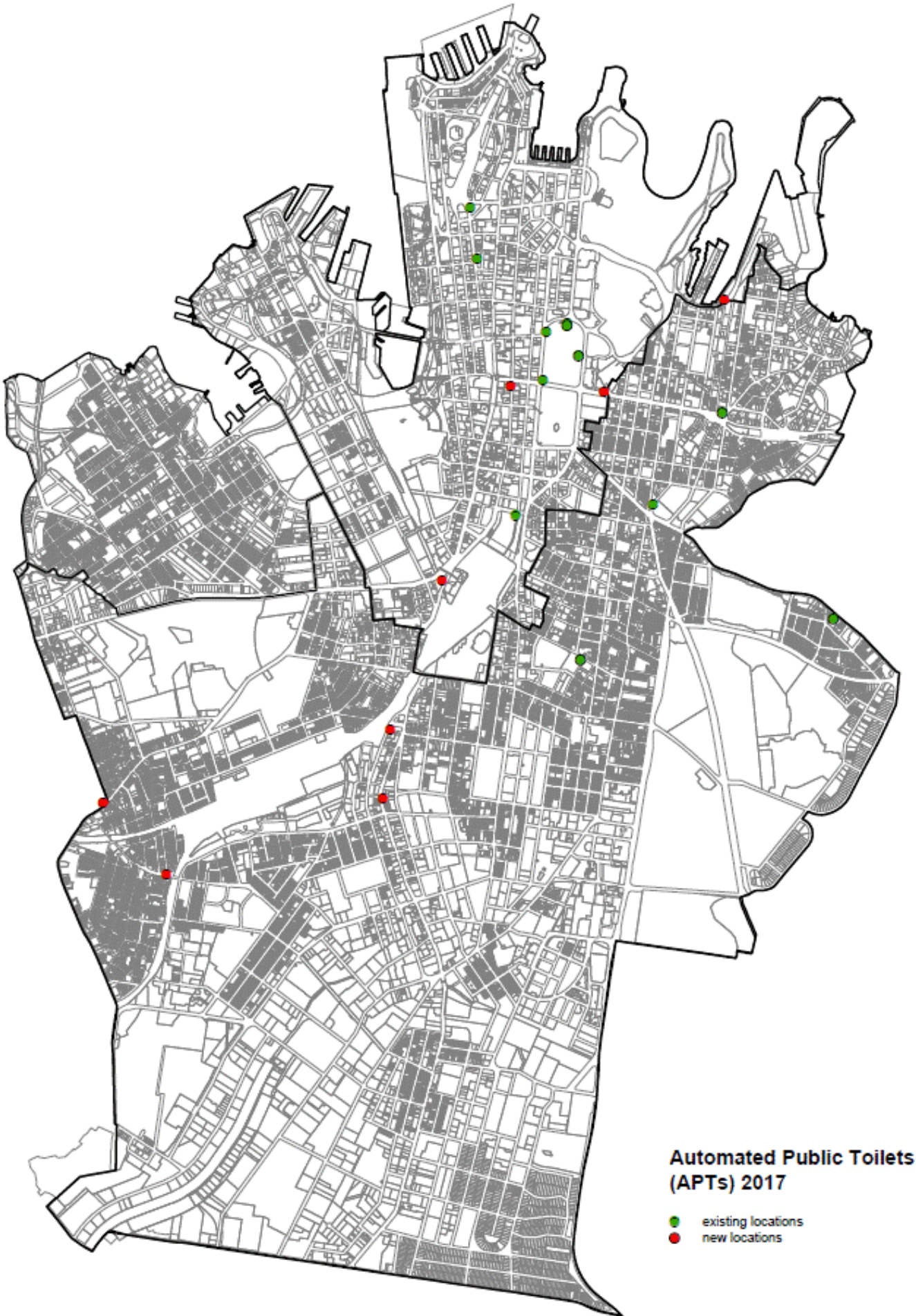


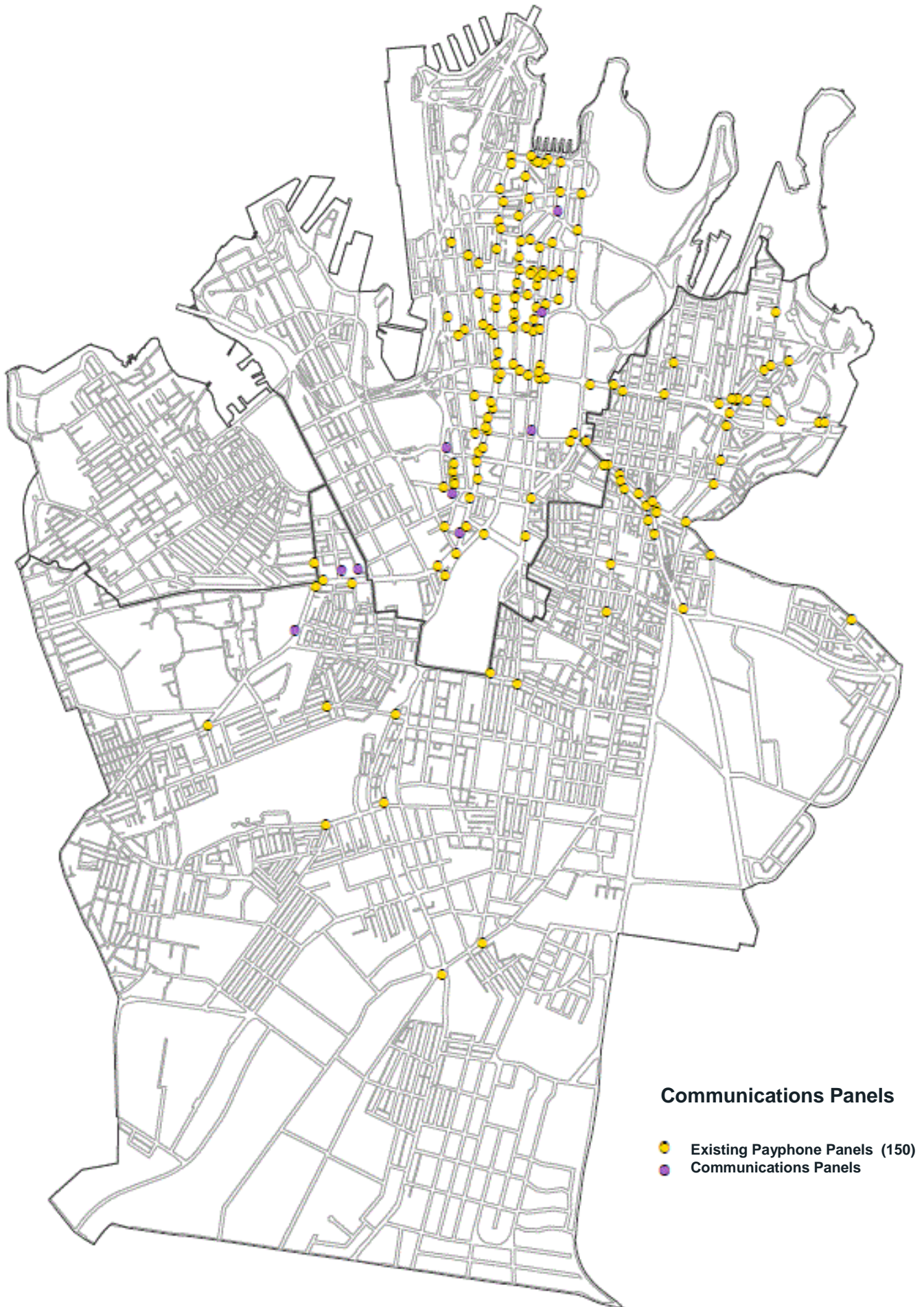
7. Attachments

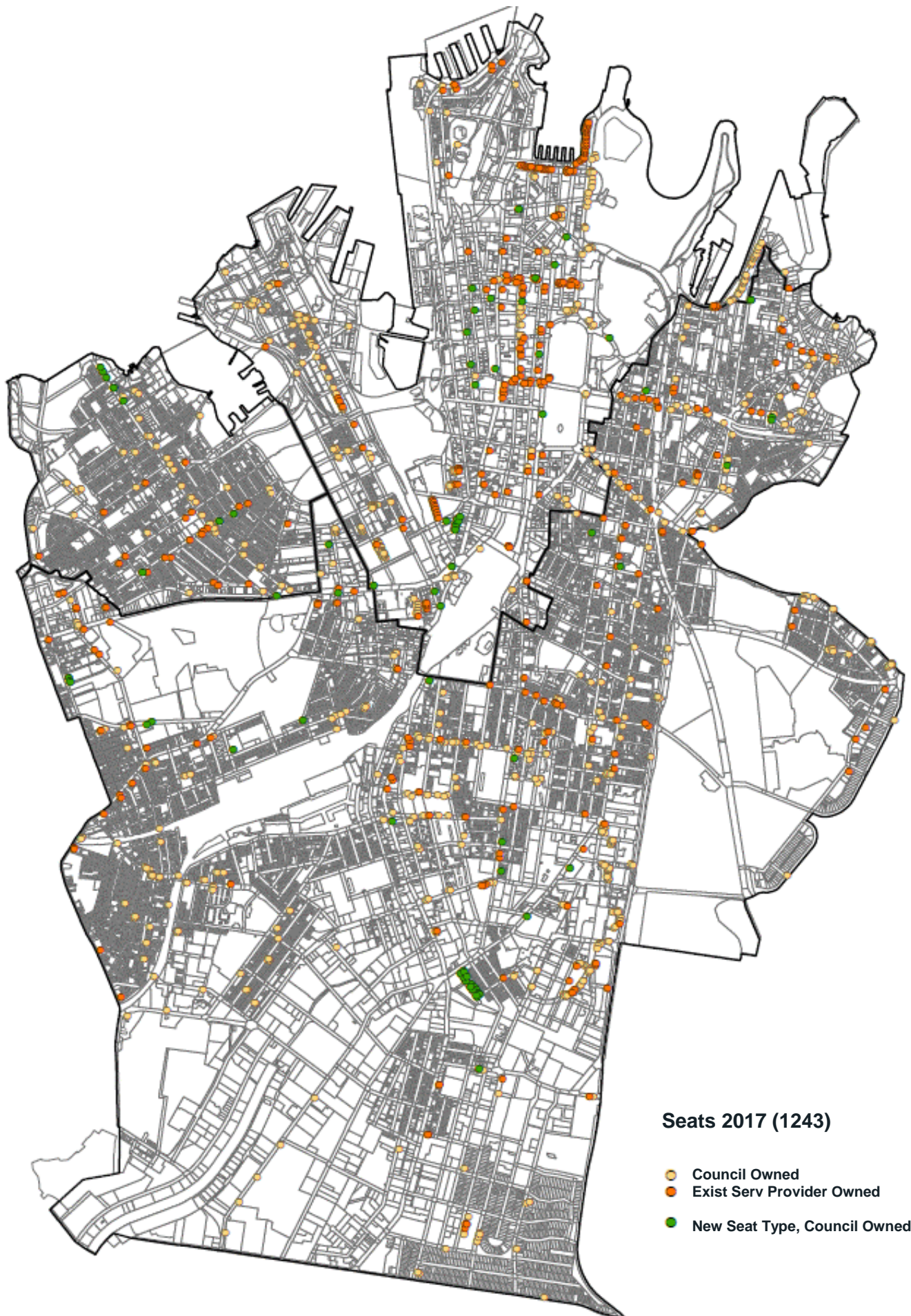
Attachment A – Indicative Street Furniture Location Plans

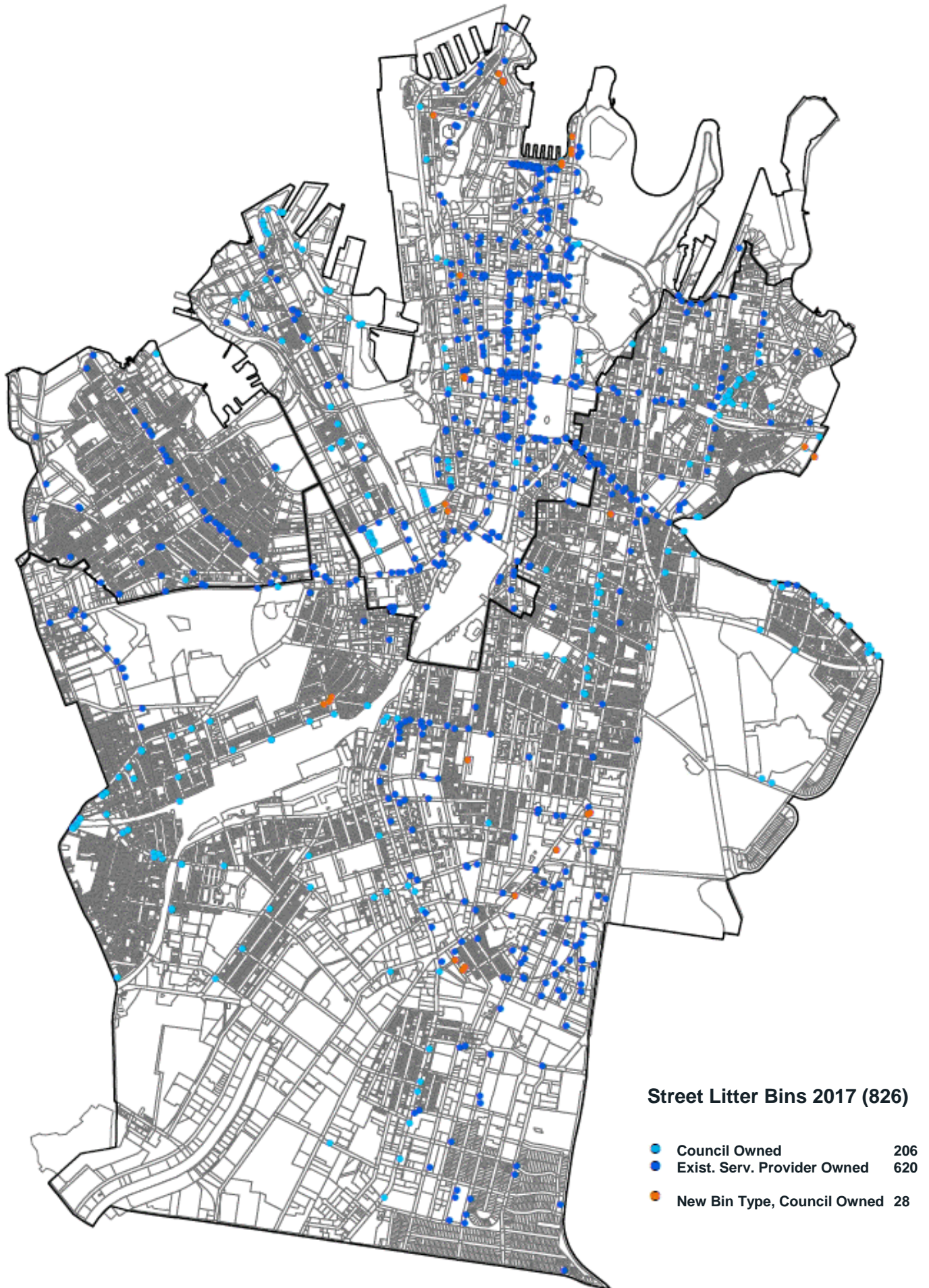














Sydney2030/Green/Global/Connected



Request For Expression Of Interest

**Street Furniture, Out-Of-Home Media and
Wi-Fi Services**

Part B – Returnable Schedules

EOI No: E0718

city of villages

Schedule A - Respondent Details	38
Name of Respondent	38
Contact Details	38
Australian Business Number (A.B.N.)	38
Business Name and Related Interests	39
Consortia and Subcontractors	39
Schedule B - Executive Summary	41
Schedule C - Respondent Capacity and Experience	42
Organisation Summary	42
Financial Capacity	42
Advertising Sales Revenue Ability	42
Respondent's Experience (relative to this EOI)	43
References	43
Detail of Comparable Services	44
Schedule D - Proposed Resources	45
Organisational Structure	45
Key Personnel	45
Major Partnerships, Suppliers, Sub-contractors and Consultants	45
Schedule E - Proposed Transition Strategy	46
Transition In Strategy	46
Transition In Program	46
Transition Out Strategy	46
Schedule F – Proposed Revenue and Funding Plans	47
Advertising Sales Strategy and Plan	47
Funding Model	47
Schedule G– Proposed Service Approach	48
Wi-Fi Management	49
Data Management	49
Schedule H - EOI Form	51
Addendum	51
EOI Validity	51
Agreement	51
Schedule I - Confidentiality Deed Poll	52

Schedule A - Respondent Details

Name of Respondent

Legal Name	
Trading Name	
	[If the Respondent trades under its legal name insert 'as above']
Address of Registered Office	
Main Office	

Contact Details

Primary Contact Person	
Name	
Position	
Postal Address	
Street Address	
Telephone	
Mobile Telephone	
Facsimile	
Email	

Australian Business Number (A.B.N.)

(1) Does the Respondent hold an A.B.N.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Go to section A.3.(2)	Go to section A. 3.(3)
(2) State A.B.N. held by the Respondent:		
(3) State reason why the Respondent does not hold an A.B.N.:		

Business Name and Related Interests

How many years has the Respondent been in business under its present business name?	
In what other businesses does the Respondent have a financial interest?	

Consortia and Subcontractors

The Council requires all Respondents to identify whether and which subcontracting or consortium arrangements apply in the case of their Expression of Interest, and in particular specify the share of the Contract it intends to sub-contract, the key deliverables each sub-contractor will be responsible for, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

For the purposes of this EOI, the following terms apply:

- **Consortium arrangement.** Groups of companies that come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose company as the prime contracting party with the Council.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

The Council recognises that arrangements in relation to sub-contracting may be subject to future change. Service Providers must notify the Council immediately of any change, or proposed changes, in the proposed bidding model or sub-contractor arrangements following submission of their response to this EOI so that that Council can assess the change. The Council reserves the right to deselect the Service Provider prior to any award of contract, based on assessment of the updated information.

If the Respondent in submitting a response to this EOI is doing so as part of a proposed consortium, the following information must be provided:

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of the proposed arrangements within a separate Appendix.

Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.

All members of the consortium will be required to provide the information required in Returnable Schedule A, C, D & H as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.

Where a Respondent is proposing to create a separate legal entity, such as a joint venture you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity.

Schedule B - Executive Summary

Respondents are required to provide an executive summary highlighting its experience and expertise in providing services detailed in this Request for EOI.

This should be limited to 4 pages.

Schedule C - Respondent Capacity and Experience

Organisation Summary

C.1.1. Organisation Operations

Respondents shall provide:

- a) a brief outline of the Respondent's current business operations in Australia including locations, facilities and resources (separately shown for OOH Media and Wi-Fi Provider)
- b) detail of which advertising formats account for each portion of Advertising Sales in Australia;
- c) detail of carrier licence and Licenced spectrum owned in Sydney; and
- d) if appropriate, provide corresponding detail of any relevant international operations.

C.1.2 Organisation Structure

Respondents shall provide a corporate "family tree" detailing its relationship, if any, to its parent, other holding companies, subsidiaries and related companies and shareholding percentages.

C.1.3 Conflicts, Risks or Other Issues

Respondent is to provide details of any conflicts of interest, risks or other issues relevant that they are aware of that may impact on the procurement process and/or contract.

Financial Capacity

Respondents shall provide a brief summary of its financial strength and its capacity to financial fund the provision of the services.

Advertising Sales Revenue Ability

C.3.1. Indexed Advertising Sales Revenue

Respondents are to provide a comparison of Advertising Sales Revenue achieved for the past 3 years by display format (As defined by the Outdoor Media Association (OMA)). Please also provide explanation of year-on-year variance. For organisations based outside Australia, please separately identify any information relevant to their operations within Australia.

C.3.2. Advertising Sales Revenue Profile

Respondents are to provide detail of their total Advertising Sales revenue achieved in the 12 months to 31 December 2017 segmented by;

- a) Percentage of total Advertising Sales revenue written by source market (Sydney, Melbourne, Brisbane, Perth, Adelaide and Other);
- b) Percentage of total Advertising Sales revenue written by source (Advertising Agency, Direct);
- c) Percentage of total Advertising Sales revenue written by display format;
- d) Percentage of total Advertising Sales revenue allocated to each market (Sydney, Melbourne, Brisbane, Perth, Adelaide and Other); and

- e) Percentage of total Advertising Sales revenue allocated as the following relevant network bookings;
- i) national bookings including as a minimum Sydney, Melbourne, Brisbane and either Perth or Adelaide;
 - ii) the combination of a minimum of two plus all two eastern seaboard cities; and
 - iii) single capital cities only (show total for all single city bookings).

C.3.3. Advertising Asset Inventory

Respondents are to provide detail of the quantity of each of their existing advertising formats (configurations) separated by type in each market (i.e. each city and/or state region).

Respondent's Experience (relative to this EOI)

Respondents are to provide:

- a) Details of their experience in providing services similar to those contemplated by this Request for EOI, separately shown for Street Furniture, OOH Media and Wi-Fi Services.
- b) Details of their experience in marketing and obtaining advertising clients on OOH Advertising Assets.
- c) Details of their comparable experience in designing and managing Street Furniture as contemplated by this Request for EOI.
- d) Details of their comparable experience in developing OOH Advertising Assets in particular detail consistent with the requirements of this Request for EOI.
- e) Details of their comparable experience in designing and managing high quality Wi-Fi services as contemplated by this EOI.

References

- a) Provide references for the top 5 advertising clients and top 3 comparable contracts.

Name And Address Of Organisation	Type Of Work	Value (Bandwidth – refer notes)	% Of Total Revenue	Contact Name & Telephone Number
Advertiser/Agency				
1	n/a			
2	n/a			
3	n/a			
4	n/a			
5	n/a			
Comparable work			% of Total Fees	
1				
2				
3				

Notes:

1. Advertiser/Agency media bookings to be identified in bandwidths (\$millions p/annum);
 - (i) 0.5 to 1, (ii) 1 to 2, (iii) 2 to 5, (iv) exceeding 5; and
 2. Comparable work generated on Advertising Assets identified in bandwidths (\$millions p/annum);
 - (i) 0.5 to 1, (ii) 1 to 5, (iii) 5 to 10, (iv) exceeding 10.
- b) References for their top 3 comparable contracts relating to the design, implementation, and management of a public access Wi-Fi service within the last three years.

Referee	Details
Client Name	
Client Address/Location	
Client Contact Name, Phone Number and Email Address	
Number of hotspots designed, implemented and/or managed	
Size of overall Wi-Fi hotspot capacity (e.g. user count) and bandwidth	
Please provide any other relevant information the client reference.	

Detail of Comparable Services

Respondents are to provide further information relative to each of its other contracts of similar scope, complexity and scale of:

1. Street Furniture infrastructure design, manufacture, supply and install;
2. Advertising Asset development, supply, and integration with associated infrastructure (such as Street Furniture); and
3. Wi-Fi networks design, implementation and management.

Examples of supplied solutions must be included.

Schedule D - Proposed Resources

Organisational Structure

Respondents shall provide detail of their organisation structure including names and titles of key personnel.

Key Personnel

The Respondent is required to nominate the names of proposed key personnel (existing resource) for the performance of the Agreement, describing their role and listing their qualifications, level of expertise, employer and relevant experience. Respondents should include detail of:

- a) Senior management;
- b) Contract management;
- c) Sales and marketing resources to verify the ability to generate Advertising Sales Revenue;
- d) Operational resources to carry out the services required;
- e) Design resources to develop Street Furniture; and
- f) Detail of Positions that will require recruitment if the Respondent is successful under this EOI.

Key Personnel	Role Proposed to be Performed	Proposed Portion of work time to be dedicated to this role during Transition-In phase	Qualifications, Expertise and Experience

Major Partnerships, Suppliers, Sub-contractors and Consultants

Respondents shall provide detail of all major partnerships, suppliers, sub-contractors and consultants to be utilised on this Agreement. Any partner, supplier, sub-contractor, consultant responsible for any item of more than \$100,000 in value per annum shall be listed.

Name & Address	Details of Work/Supply	Value (\$'000)	Intended Method of Engagement	Duration of Relationship (Years)

Schedule E - Proposed Transition Strategy

Transition In Strategy

The Respondent is to outline their approach for the orderly assumption of responsibility for service delivery at the City of Sydney. This high level indicative strategy should include but not necessarily be limited to:

- a) a description of how the Respondent intends to handle the transition;
- b) transition tasks to be performed;
- c) transition responsibilities including the Respondent, the Council or Council's Representative;
- d) communication;
- e) recruitment of staff; (including in the instance where none of the Existing Service Provider's staff transferred and your organisation had to newly recruit all required resources);
- f) design and prototyping of Street Furniture and associated Advertising Assets;
- g) provision of Street Furniture and associated Advertising Assets;
- h) development of site specific procedures;
- i) how value-in-kind assets provided by the Council for the Free-to-Council Wi-Fi service shall be scoped and coordinated for use; and
- j) what Council assets are likely to be used for the Free-to-Council Wi-Fi service, noting the likely proportion of each to be used.

Transition In Program

Respondent is to submit a draft "Gantt Chart" comprising a program of key transition activities.

Transition Out Strategy

Respondent is to outline their preferred approach for how assets and services provided would be managed at the end of the Contract Term.

Schedule F – Proposed Revenue and Funding Plans

Advertising Sales Strategy and Plan

Respondents are to set out their strategy for Advertising Sales revenue generation that will demonstrate how Advertising Sales revenue will be achieved, including but not limited to:

- a) Detail of the sales and marketing strategy for the proposed Advertising Assets. This should include detail of the proposed interrelationship between the Council's EOI opportunities and those other Advertising Assets managed by the Respondent;
- b) Method used to monitor Advertising Sales revenue and subsequently refine sales and marketing strategy to maximise financial return to Council;
- c) Method used to procure Advertisers; and
- d) Any unique Advertising Sales revenue generation considerations (if any).

Funding Model

Respondents are to provide information on their business and funding models and explain how they ensure a sustainable service to the public and the Council. This shall confirm:

- a) Proposed funding source/s for the Free-to-Council Wi-Fi service, & likely value contribution.
- b) What value and reliance is being placed on the Council's value-in-kind contribution for the Free-to-Council Wi-Fi Service, noting the Council can only provide power connection, ducts and infrastructure where we own it and it has spare capacity.
- c) A preferred approach for providing in-building coverage and outdoor space coverage (beyond the Free-to-Council Coverage). This shall detail how the works shall be scoped and valued, and costs recovered.
- d) The likely market value of wireless media rights, and how Council could share in this revenue (if at all).
- e) The likely market value of data collected through the provision of the Wi-Fi service, and how Council could share in this revenue (if at all).
- f) The likely market value of naming rights for the Free-to-Council Wi-Fi service, and how Council could share in this revenue (if at all).

Schedule G – Proposed Service Approach

Street Furniture Management

- a) Please confirm the approach to be taken to design and develop the Street Furniture noting:
- I. That the final design is subject to approval by the Council's Design Advisory Panel and Council after the Contract is awarded.
 - II. As part of the initial deployment, the following Street Furniture items are anticipated to be designed and prototyped:
 - Bus Shelters
 - Kiosks
 - Automated Public Toilets
 - Communications Panels
 - Payphones (subject to current negotiations between the Council and Telstra)
 - III. Council's current Street Litter Bin and Seat is also expected to be prototyped.
- b) Please provide images of previous designs and prototypes of Street Furniture.
- c) Confirm likely technology features and which Street Furniture assets they will be integrated with or optionally available, noting the Council's need for USB charging, mobility scooter charging, phone, emergency information, transport information, wayfinding, event information and internet access.
- d) How the Service Provider would cater for modifications to the assets as the City changes and assets are required to be added, removed, relocated or modified.
- e) How the Street Furniture assets will be enhanced over the term to keep pace with modern standards, and what are the likely financial implications to the Council for these improvements (if at all).

Out-of-Home Media Assets Management

- a) Please confirm the approach to be taken to design & develop the Advertising Assets, noting:
- I. The likely physical sizes proposed for the Advertising Assets, noting the Council's requirement for panels to be no wider than 1.2m in many of the CBD's narrow footways.
 - II. Anticipated mix of digital, scrolling and static media.
 - III. Reliance and interest in increasing or decreasing the number of Advertising Assets and on what basis this would be warranted.
- b) How the Service Provider would cater for modifications to the Advertising Assets as the City changes and assets are required to be added, removed, relocated or modified.
- c) How the Advertising Assets will be enhanced over the term to keep pace with modern standards, and what are the likely financial implications to the Council for these improvements (if at all).
- d) What (if any) customer data is proposed to be collected and how this will be governed.

Wi-Fi Management

Respondents are to provide the following information relating to the Wi-Fi services:

- a) An overview of the proposed solution. The overview should consist of technology, capacity and capability (including equipment specifications). The Respondent is required to indicate which current and potential future wireless standards the solution will support, in which frequencies, and how upgrades to emerging standards and technologies will be addressed. The Respondent is required to provide details of the solution's handoff capabilities, subscription levels, Premium Service Pricing Structure, and Public Infrastructure access requirements (including bridges, poles, tunnels, and Street Furniture).
- b) The likely coverage area on coverage maps. These maps will depict the timing for implementation, range and quality of the service provision.
- c) The proposed minimum upload and download speeds, session limitations (time and volume) and session management approach (addressing congestion and prioritisation).
- d) Expected volumes and limitations of a private wi-fi network for Councils use.
- e) An explanation of how it is able to monitor and filter prohibited and undesirable content from the Free-to-Council Wi-Fi service.
- f) How the service will be supported, noting that the service (excluding scheduled outages) is to be available 24 hours a day, 7 days a week, or as close to.
- g) Roaming agreements that will be in place to allow subscribers to gain access to the network using the same credentials in different hotspots, including land not controlled by Council.
- h) An explanation of how the solution will ensure appropriate proactive security measures, both physical and logical, to prevent, and mitigate risk of attacks and how it will safeguard against viruses and other malicious programs.
- i) Provide an overview of the user experience by different user subscription models (e.g. free-to-user, premium).
- j) Any value-added services proposed (such as a Council dedicated SSID).
- k) An indication of a preferred contract term and the basis for this.
- l) How the Service Provider would cater for modifications to the assets as the City changes and assets are required to be added, removed, relocated or modified.
- m) How the Wi-Fi will be futureproofed over the term to keep pace with modern standards, increasing download speeds and required bandwidths, and increasing user service expectations and what are the likely financial implications to the Council for these improvements (if at all).

Data Management

Respondents are to provide the following information relating to data:

- a) A description of how customer data held by the Respondent (and sub-contracted parties), and will be managed and stored in a manner that meets all relevant Local government, State government and Federal privacy legislation.
- b) How customer data held by the Respondent (and sub-contracted parties) will be used by the Respondent or sub-contracted parties.
- c) What actions will the Respondent (and sub-contracted parties) take to minimise the privacy impact on individuals?

- d) What data held by the Respondent (and sub-contracted parties) will be provided to the Council at no cost?
- e) How the respondent plans to provide aggregated and de-identified data to the Council at no cost.

Schedule H - EOI Form

Addendum

Since addenda may be issued to this EOI, the Respondent must identify the addenda, which it has received and which have been factored into the prices quoted herein.

Addendum Number	Addendum Description	Date

EOI Validity

The EOI is binding and capable of acceptance by the Council for one hundred and eighty (180) days from the EOI Due Date.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Agreement

I/We having read, understood and fully informed myself/ourselves of the contents, requirements and obligations of the expression of interest, submit this expression of interest for the performance by myself/ourselves of the Street Furniture and Out-Of-Home Media Services for the Council of the City of Sydney.

Name of Respondent			
Subsidiary Company (if applicable)			
Address of Respondent			
Postal Address			
Refer enquiries to: (name, telephone number and e-mail address)			
Phone Number			
Fax Number			
Legal Entity			
ABN			
Signature and Date		Official Position Held	
Signature of Witness		Name & Address of Witness	

Schedule I - Confidentiality Deed Poll

BY:

[#insert Respondent entity] ACN [#insert if applicable] of [#insert address] (Recipient)

IN FAVOUR OF:

Council of the City of Sydney of Town Hall House, 456 Kent Street, Sydney NSW 2000 (Discloser)

DEFINITIONS

In this deed poll:

Authorised Purpose means the Recipient providing a response to the Discloser in connection with the "Request for Expressions of Interest – Street Furniture, Out-of-Home Media and Wi-Fi Services".

Confidential Information means:

- (a). information disclosed by or on behalf of the Discloser to the Recipient or its Representatives, or of which the Recipient or its Representatives become aware;
- (b). information acquired by the Recipient or its Representatives in the course of discussions with the Discloser prior to the date of this deed poll in relation to the Authorised Purpose;
- (c). information designated as confidential by the Discloser from time to time;
- (d). the existence of and contents of this deed poll and any other instruments entered into or to be entered into in connection with this deed poll;
- (e). the contents of any discussions between the parties relating to the Authorised Purpose; and
- (f). any other information which by its nature should reasonably be considered to be confidential information of the Discloser,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Recipient can prove is in the public domain, or was known to the Recipient at the time of disclosure, other than through a breach of this deed poll.

Document includes:

- (a). paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- (b). any material from which sounds, images, writing or messages can be reproduced.

Law means any statute, law, order of a court, tribunal, governmental or regulatory body.

Loss includes, in each case whether of a direct, indirect or consequential nature:

- (a). any liability, damage, cost (including reasonable legal costs on a solicitor and own client basis) and other outgoing, and any diminution in value of, or deficiency of any kind in, anything; and
- (b). to the extent not covered in paragraph (a), any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data.

Notes means any notes or other Documents which include the Confidential Information or any summary, extract or part of it.

Representative means a councillor, an employee, officer, agent, adviser or consultant of the Recipient engaged in connection with the Authorised Purpose.

CONFIDENTIALITY

The Recipient must:

- (a). keep confidential and not disclose to any person the Confidential Information (subject to the disclosures permitted under this deed poll);
- (b). not do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Discloser;
- (c). not use or permit the use of the Confidential Information for any purpose other than the Authorised Purpose unless authorised by a separate agreement between the parties and then only to the extent permitted by that agreement;
- (d). not copy or reproduce the Confidential Information except to the extent necessary for the Authorised Purpose;
- (e). not make Notes except to the extent necessary for the Authorised Purpose;
- (f). establish and maintain comprehensive security measures to ensure that any Confidential Information in its possession, custody or control is secure at all times, and without limiting this obligation, keep the Confidential Information no less secure than its own confidential information; and
- (g). provide all assistance requested by the Discloser in connection with any proceedings the Discloser may take against any person for unauthorised use, copying or disclosure of Confidential Information.

DISCLOSURE TO THIRD PARTIES

The Recipient may disclose the Confidential Information:

- (a). only with the prior written consent of the Discloser;
- (b). to its Representatives to the extent that each has a need to know and use the information for the Authorised Purpose and subject always to ensuring that the Representative is aware of the confidentiality obligations imposed under this deed poll and is bound by the terms of its agreement with the Recipient not to disclose or use the Confidential Information contrary to the terms of this deed poll; and
- (c). to the extent required by Law (subject to complying with clause I.4).

DISCLOSURE REQUIRED BY LAW

If the Recipient is required by Law to disclose any Confidential Information the Recipient must before doing so:

- (a). immediately notify the Discloser;
- (b). if possible, give the Discloser a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
- (c). notify the third party that the information is the confidential information of the Discloser.

REPRESENTATIVES

- (a). A breach of this deed poll by a Representative will be deemed to be a breach of this deed poll by the Recipient.
- (b). The Recipient consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by the Discloser for the purpose of auditing compliance by the Recipient and its Representatives with the terms of this deed poll.

- (c). The Recipient must, upon request, provide to the Discloser a list of the names, positions and contact details of each Representative to whom the Recipient has disclosed any Confidential Information.

RETURN OF CONFIDENTIAL INFORMATION

The Recipient must, on the request by the Discloser, immediately:

- (a). at the Discloser's option, return to the Discloser or destroy all Notes in the possession, custody or control of the Recipient and its Representatives;
- (b). delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Recipient and its Representatives; and
- (c). confirm by notice in writing to the Discloser that this clause 6 has been complied with in all respects.

BREACH OF CONFIDENTIALITY OBLIGATIONS

- (a). The Recipient must immediately notify the Discloser of, and take all steps necessary to prevent, any actual, threatened or suspected breach of this deed poll and comply with any directions issued by the Discloser regarding any unauthorised use or disclosure.
- (b). The Recipient indemnifies and must keep indemnified the Discloser against any Loss arising from or incurred in connection with any breach of this deed poll by the Recipient or by its Representatives.
- (c). The Recipient must provide such assistance as may be reasonably requested by the Discloser in relation to any claim or proceedings that the Discloser may take against any Representative or other third party for unauthorised use or disclosure of the Confidential Information.

RECIPIENT ACKNOWLEDGEMENTS

The Recipient acknowledges that:

- (a). the Discloser does not make any express or implied representation or warranty as to the accuracy, completeness or currency of the Confidential Information;
- (b). the Discloser will not have any liability or responsibility (including by reason of negligence or negligent misstatement) to the Recipient resulting from the use of or reliance upon the Confidential Information by the Recipient or for errors in or omissions from the Confidential Information or the currency, accuracy, reliability or completeness of the Confidential Information; and
- (c). the Confidential Information does not constitute an offer or recommendation by or on behalf of the Discloser.

NOTICES

Any notice given in connection with this document must be in writing and must be addressed to a party and either:

- (a). hand delivered to, or sent by post to, the party's registered office, principal place of business or any other address the party notifies for the service of notices; or
- (b). sent by fax to any fax number the party notifies for the service of notices.

A notice is taken to have been given:

- (a). in the case of being hand delivered, on the date on which it is delivered;
- (b). in the case of being sent by post, on the third day after the date of posting; and
- (c). in the case of being sent by fax, at the time of dispatch as confirmed by a transmission report by the sending machine.

INJUNCTIVE RELIEF

The Recipient acknowledges that unauthorised use or disclosure of the Confidential

Information may harm the Discloser. Accordingly, the Recipient agrees that in addition to any other rights or remedies the Discloser may have, the Discloser will have the right to seek and obtain immediate injunctive relief from any breaches of this deed poll by the Recipient or its Representatives, without showing actual damage sustained by the Discloser.

PUBLIC ANNOUNCEMENTS

Subject to clause 3(c), the Recipient and its Representatives must not make any public statement, press release or other public announcement in connection with the Authorised Purpose or any Confidential Information except as agreed in writing by the Discloser.

ENTIRE AGREEMENT

This deed poll records the entire agreement between the parties and supersedes all

EXECUTED as a deed poll on [#insert date] 2018.

Signed, sealed and delivered by [#insert name of Respondent] by:

Signature of

Signature of Director

Print name

Print name

previous negotiations, understandings, representations and agreements in relation to its subject matter.

ASSIGNMENT

The Recipient must not assign this deed poll without the prior written consent of the Discloser.

VARIATION

No provision of this deed poll nor a right conferred by it can be varied except in writing signed by the parties.

GOVERNING LAW

This deed poll is governed by the laws of New South Wales. The parties submit to the jurisdiction of the courts of New South Wales.



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Request For Expression Of Interest

**Street Furniture, Out-Of-Home Media and
Wi-Fi Services**

Part C – Performance Requirements - Design

EOI No: E0718

city of villages