

# Contract Disclosure Over \$150K Form

**This form must be completed when a contract has been awarded with the total estimated value of the goods or services over the term of the contract valued at \$150,000 or more (incl. GST)**

In accordance with the Premier's Memorandum 2007-01 and the Government Information (Public Access) Act 2009, there is a requirement to disclose the details of all tenders and contracts valued at \$150,000 or more (incl. GST) with private sector organisations, within 45 working days after the contract becomes effective.


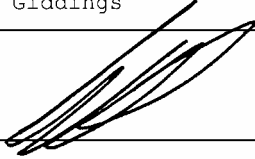
The details on this form are loaded by the Contracts Officer onto the NSW Government e-Tenders website: [www.tenders.nsw.gov.au](http://www.tenders.nsw.gov.au)

Information in mandatory fields must be provided as indicated.

Please return this form via e-mail to: [tss.gipadisclosures@transport.nsw.gov.au](mailto:tss.gipadisclosures@transport.nsw.gov.au)

**Notes:**

1. Contract value of \$150,000 or more (incl. GST) may be the initial total estimated value of the goods or services over the term of the contract or project or as a result of a subsequent variation.
2. Any variations subsequent to disclosure on the e-Tendering website must be submitted by completing the Contract Disclosure Variation Form once the variation is approved by the appropriate delegated officer.

Submitted by:	Approved by:
Name: Victor Bulamah	Name: Wayne Giddings
Signature: 	Signature: 
Position: Procurement Manager	Position: PM, Strategic Category Management
Date: 27 / 09 / 18 day month year	Date: 27 / 9 / 18. day month year

**TSS Procurement Use Only**

Date received by the Contracts Officer: (dd/mm/yyyy) \_\_\_\_\_

Date published on e-Tendering website: (dd/mm/yyyy) \_\_\_\_\_

Contract Award Notice ID: \_\_\_\_\_

RCMS noted: ☐ Yes ☐ No

INFORMATION REQUIRED	INSTRUCTIONS	MANDATORY	DETAILS
<b>CONTRACT AWARD NOTICE DETAILS</b>			
<b>Purchase order number/Contract number</b>	The Purchase Order Number issued or Contract Number from the contracts team.	Y	
<b>Contract title</b>	The descriptive Request For Tender (RFT) advertised title Or Project Description.	Y	Provision of an Enhanced Core Transport Management System
<b>Category</b>	From the United Nations Standard Products and Services Code (UNSPSC) – search for code.	Y	43232400 - Software Development 43233700 - System Management Software Maintenance 81112209 - Development Software Maintenance
<b>Particulars of the project to be undertaken, or goods or services to be provided, or property to be leased under this contract</b>		Y	Development, implementation and operation of an Enhanced Core Transport Management System as part of the Intelligent Congestion Management Program - ICMP
<b>CONTRACT AWARD NOTICE DURATION</b>			
<b>Contract effective date</b>		Y	10 August 2018
<b>Contract end date</b>		Y	10 August 2023
<b>SUCCESSFUL CONTRACTOR</b>			
<b>Business name</b>		Y	Cubic Transportation Systems (Australia) Pty Ltd
<b>Trading name</b>		N	Same as above
<b>ACN exempt</b>	1. Not Exempt	Y	
<b>ACN</b>		Y	003 617 561
<b>ABN exempt</b>	1. Not Exempt	Y	

INFORMATION REQUIRED	INSTRUCTIONS	MANDATORY	DETAILS
<b>SUCCESSFUL CONTRACTOR</b>			
ABN		Y	82 003 617 561
Street address		Y	Level 23, 477 Pitt Street
Town/City		Y	Sydney
State/Territory		Y	NSW
Postcode		Y	2000
<b>OTHER DETAILS</b>			
Related RFT ID		N	
Related SON ID	Refers to Standing Offer Notice (SON) ie. Agency established Panels or other Standing Offer arrangements.	N	
Other private sector entities	Other private sector entities involved in, with interest in, or benefiting from this contract. Write 'Not Applicable' if not relevant.	Y (if applicable)	Not Applicable
Contract value (including GST)		Y	82,500,000.00
Contract value type	Estimated value of goods and services over the life	Y	
Operational or maintenance service provisions	Description of any provisions for payment to the contractor for operational or maintenance services. Write 'Not Applicable' if not relevant.	Y (if applicable)	Not Applicable
Method of tendering (See attached guidelines for definitions)	Open	Y	Responses received and evaluated. Negotiations were held with two proponents which resulted in one selected.
Any provision under which the amount payable to the contractor may be varied	Description of any provisions. Write 'Not Applicable' if not relevant.	Y (if applicable)	Not Applicable
Any provision under which the contract may be re-negotiated	Description of any provisions. Write 'Not Applicable' if not relevant.	Y (if applicable)	Not Applicable
Disclosure class	Class 3	Y	
Contract contains agency 'PiggyBack' clause (See attached Guidelines for definitions)	Yes or no.	Y	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Construction Contract?	Yes or no If no, skip Construction Contract Details (section below).	Y	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

INFORMATION REQUIRED	INSTRUCTIONS	MANDATORY	DETAILS
<b>CONSTRUCTION CONTRACT DETAILS</b>			
Did the contract have provisions which exclude or modify application of Part 4 Proportionate liability of the Civil Liability Act 2002?	Yes or no	Y (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
What are the reason(s) why proportionate liability provisions have been excluded or modified?	If yes to above.	Y (if applicable)	Not Applicable
<b>INDUSTRIAL RELATIONS DETAILS</b>			
Name of sub-contractors (including ABN & ACN)	Write 'Not Applicable' if not relevant.	Y (if applicable)	Mentz GmbH, WSP Global Inc and PTV AG
Applicable industrial instruments	Write 'Not Applicable' if not relevant.	Y (if applicable)	Not Applicable
Location of work	Write 'Not Applicable' if not relevant.	Y (if applicable)	NSW, UK, Germany
<b>TRANSPORT FOR NSW CONTACT DETAILS</b>			
TfNSW contact officer		Y	Victor Bulamah
Street address		N	
Town/City		N	
State/Territory		N	
Postcode		N	
Phone number		Y	
Fax number		N	
Email address		N	victor.bulamah@transport.nsw.gov.au
Other information		N	
Evaluation criteria		Y	Willingness to do business Integration, Partnership and Innovation Suitability of the proposed solution Organisational Capability Price Organisational and Financial Capability (Mandatory) Confirmation of Lead Supplier Solution (Mandatory) Demonstrated Relevant Experience in a Large City (Mandatory)

INFORMATION REQUIRED	INSTRUCTIONS	MANDATORY	DETAILS
<b>ADDITIONAL REQUIREMENTS FOR CLASS 2 &amp; 3 CONTRACTS:</b>			
Particulars of future transfers of assets to the State	Either at zero or nominal cost to the State, including the date of their transfer.	Y	Zero
Particulars of future transfers of assets to the contractor	Including the date of their transfer.	Y	Not applicable
The result of any cost-benefit analysis of the Contract	That has been conducted by your Agency.	Y	Not Applicable
The components and quantum of the public sector comparator, if used	Where relevant (for example, the pricing formula for tolls or usage charges).	Y	Not Applicable
Summary of information used in the contract's full base case financial model		Y	Not Applicable
Particulars of how risk is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved	Where relevant, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development).	Y	Not applicable
Particulars as to any significant guarantees or undertakings between the parties	Including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into.	Y	Not Applicable
Particulars of any other key elements of the contract		Y	Not Applicable
<b>ADDITIONAL REQUIREMENTS FOR CLASS 3 CONTRACTS:</b>			
Provide a web site address for TfNSW web page	Which will provide direct access to the complete contract less confidential information.	Y	e-tender website
Has the Contract or any provisions within it been withheld from this disclosure under the exemptions provisions of the GIPA Act 2009 section 32?	Yes or no.	Y	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What are the reasons why the contract, or provisions therein, have not been provided?	If yes to above.	Y (if applicable)	The sections withheld from disclosure are commercial in confidence.
Is it intended that the contract or those provisions be published at a later date, and if so, when?	If yes to above.	Y (if applicable)	No
Where some but not all provisions of the contract have been published, provide a general description of the types of provisions that have not been provided here?	If yes to above.	Y (if applicable)	The parts of the contract which contain commercially sensitive information such as pricing structure, SOWs and other negotiated sections of the contract which can provide commercial advantages to the market if disclosed.

# Contract Disclosure Over \$150K Form Guidelines

## 1. Tender Methods

The methods of tendering are summarised below:

### Open

An open tender process is an invitation to tender by public advertisement with no restriction placed on who may submit a tender.

### Multi-stage

A multi-stage tender process may be used to cull a large number of respondents and identify the best service providers in a particular well-supplied market that are interested in providing the products, work or services. It also limits the number of tenderers to those that can demonstrate the requisite capability in the first stage. Multi-stage tendering includes use of pre-qualified service providers.

### Limited

A limited tender process includes invited tendering and direct negotiation.

Invited tendering includes a request for quotations to multiple service providers or a single service provider. It is used:

1. In emergency circumstances
2. For specialist work
3. In special circumstances where only one or a limited number of service providers are known to be able to carry out the work, or
4. For low value, low risk, off-the-shelf procurement.

Direct negotiation is to be used **ONLY** in special circumstances. This requires **high-level authorisation** and should only be used in **clear and unambiguous circumstances** that indicate such direct negotiation will result in the best value for money outcome for government.

**For further information, please refer to NSW Government Procurement - Tendering Guidelines 2010 for more information.**  
**<http://www.procurepoint.nsw.gov.au/policy-and-reform>**

## 2. Disclosure Class

### Class 1 Contracts

All government contracts with an estimated value of \$150,000 (Incl. GST) or above

### Class 2 Contracts

All government contracts with an estimated value of \$150,000 (Incl. GST) to less than \$5 million (Incl. GST) which also:

- result from a direct negotiation where there has not been a tender process; or
- have been the subject of a tender process and where the final contract terms and conditions are substantially negotiated with the successful tenderer (this includes alliance type contracts); or
- involve operation or maintenance obligations for 10 years or longer; or
- involve a privately financed project as defined by relevant Treasury guidelines; or
- involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency.

### Class 3 Contracts

The same as Class 2 contracts (as above) and where the estimated value of the contract is \$5 million (Incl. GST) or more.

**Class 3 contracts also require the publication of the complete contract, less confidential information.** Please provide a copy when you submit this Disclosure form.

If some or all of a Class 3 contract is not disclosed for reasons of confidentiality, Transport for NSW is required to disclose:

- the reasons for not publishing the contract or provisions;
- a statement as to whether the contract or provisions will be published and, if so, when; and
- where some but not all of the provisions of the contract have been disclosed, a general description of the types of provisions that have not been published.

## 3. Agency Piggyback Clause

Transport for NSW is required to signify to other agencies whether the contract that has been formed contains a 'Piggyback' clause in that it would allow them to utilise the same contract terms and conditions as has already been negotiated.

## 4. When does a contract become effective?

In accordance with the Government Information (Public Access) Act 2009, a contract *becomes effective*:

- (a) When it is entered into, by or on behalf of the agency concerned, or
- (b) If the contract contains a provision to the effect that one or more conditions are to be met before the obligations of the parties under the contract are enforceable - when the condition or conditions have been met (and not when the contract is entered into by the agency)."

## 5. Part 4 Proportionate Liability of the Civil Liability Act 2002

Refer to Part 4 Proportionate Liability of the Civil Liability Act 2002.

In accordance with the NSW Procurement Board Direction PBD 2017-03 Civil Liability Act 2002 - proportionate liability, if an agency enters into a contract that excludes or modifies application of the Part 4 Proportionate Liability of the Civil Liability Act 2002, the agency must report the reasons for taking this action. This direction applies to contracts entered into from 1 November 2017 until it is withdrawn.

**When all mandatory information is completed, please submit this form to:**

**[tss.gipadislosures@transport.nsw.gov.au](mailto:tss.gipadislosures@transport.nsw.gov.au)**

If you require further information or assistance please contact: TSS Procurement Support Services, Ph: 1300 132 136