

From: s22(1)(a)(ii)
To: s47F
Cc: PARKER, Tim; s22(1)(a)(ii)
Subject: HSRA: Business Case Management Services (RFQ: 10028702) [SEC=UNOFFICIAL]
Date: Friday, 22 March 2024 6:35:00 PM
Attachments: image001.jpg

UNOFFICIAL

s47F

I can confirm that RPS has been successful as the selected provider for RFQ 10028702 Business Case Management Services s47G(1)(a) submitted on 18 March 2024.

We are looking forward to working with RPS and the key personnel nominated as part of the proposal to deliver a successful business case.

We will share a draft Order for Services under the MAS Panel Standing Offer Deed as early as possible next week. Once executed by both parties, we can schedule a kick off meeting as soon as possible.

Regards

s22(1)(a)(ii)

s22(1)(a)(ii)

A/g Executive General Manager

s22(1)(a)(ii) @hsra.gov.au | hsra.gov.au

M s22(1)(a)(ii) P 02 6136 s22(1)(a)(ii)

High Speed Rail Authority

I would like to acknowledge the traditional custodians of this land on which we meet, work and live. I recognise and respect their continuing connection to the land, waters and communities.

UNOFFICIAL

From: s47F @rpsgroup.com.au>
Sent: Monday, 18 March 2024 9:46 AM
To: s22(1)(a)(ii) @hsra.gov.au>
Subject: Urgent: HSRA: Business Case Management Services (RFQ: 10028702) [SEC=UNOFFICIAL]

Hi s22(1)(a)(ii)

Thank you for your time last week regarding our proposal for the Sydney to Newcastle High Speed Rail Business Case Management Services.

s47(1)(b)

s47(1)(b)
\$3,329,593 (excluding GST). s47(1)(b)
s47(1)(b)

s47(1)(b)

If you have any questions, or wish to further discuss any aspect s47(1)(b), please do not hesitate to contact me.

Kind regards

s47F
s47G(1)(a)
RPS | Australia Asia Pacific
M s47G(1)(a)
E s47F @rpsgroup.com.au

From: s22(1)(a)(ii) @hsra.gov.au
Sent: Friday, March 15, 2024 11:34 AM
To: s47F @rpsgroup.com.au
Subject: RE: HSRA: Business Case Management Services (RFQ: 10028702) [SEC=UNOFFICIAL]

CAUTION: This email originated from outside of RPS.
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Hi s47F

Are you free for a discussion about this procurement some time today? I am free anytime before 2:45pm or after 4:30pm.

s22(1)(a)(ii)

s22(1)(a)(ii)
General Manager
s22(1)(a)(ii) @hsra.gov.au | hsra.gov.au
M s22(1)(a)(ii) P 02 6136 s22(1)(a)(ii)

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From: s47F @rpsgroup.com.au

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Sent: Wednesday, 13 March 2024 7:10 PM

To: s22(1)(a)(ii)@hsra.gov.au>

Subject: RE: HSRA: Business Case Management Services (RFQ: 10028702) [SEC=UNOFFICIAL]

Hi s22(1)(a)(ii)

Thanks for your email and apologies for the delay.

The Executive Directors of s47G(1)(a) confirm that s47G(1)(a) and nominated key personnel have adhered to the confidentiality and proper use of information provisions under their contract with the High Speed Rail Authority for the development of the Strategic Plan. We have also complied with the overarching obligations to the Commonwealth under the Deed of Standing Offer for the Management Advisory Service Panel.

Happy to discuss

Regards

s47F
s47G(1)(a)
RPS | Australia Asia Pacific
M s47G(1)(a)
E s47F@rpsgroup.com.au

From: s22(1)(a)(ii)@hsra.gov.au>

Sent: Wednesday, March 13, 2024 4:51 PM

To: s47F@rpsgroup.com.au>

Subject: HSRA: Business Case Management Services (RFQ: 10028702) [SEC=UNOFFICIAL]

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Dear s47F

The High Speed Rail Authority (HSRA) received your proposal in response to the Request for Quote Ref 10028702. We note that your proposal includes a partnership with s47G(1)(a), including s47G(1)(a) key personnel s47F. s47G(1)(a) nominated key personnel advised the HSRA on the development of a Strategic Plan.

As a matter of record, we ask for confirmation that, in preparing RPS' proposal, s47G(1)(a) and their nominated key personnel adhered to confidentiality and proper use of information provisions under their contract with HSRA for the development of the Strategic Plan and the overarching obligations to the Commonwealth under the Deed of Standing Offer for the Management Advisory Service Panel.

Kinds regards

s22(1)(a)(ii)
General Manager
s22(1)(a)(ii)@hsra.gov.au | hsra.gov.au
M s22(1)(a)(ii) P 02 6136 s22(1)(a)(ii)

High Speed Rail Authority



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From: s22(1)(a)(ii)
To: s22(1)(a)(ii) @transport.nsw.gov.au
Cc: s22(1)(a)
Subject: Order for Service - RPS - business case management services.docx [SEC=UNOFFICIAL]
Date: Monday, 25 March 2024 3:51:00 PM
Attachments: [Order for Service - RPS - business case management services.docx](#)

UNOFFICIAL

s22(1)(a)(ii), apologies for delay. Are you able to review the attached Order for Services for RPS? Essentially we kept the Statement of Work and Deliverable linked to the Services Brief. I added the Milestones separately so we could combine the Bus Case and Technical Addendum in one set of milestones. On key Personnel provision, I added the FTE provision under capability.

For your info, the Head Agreement provisions for Key Personnel includes the following:

13.2 Key Personnel

13.2.1 The Service Provider must ensure that its Key Personnel:

- (a) undertake the Ordered Services described in a Contract; and
- (b) have the requisite skills, qualifications and experience for the tasks they are given.

13.2.2 If the Service Provider becomes aware that a Key Person(s) will or may become unavailable for the performance of the Ordered Services, the Service Provider shall (without limiting its obligations or liabilities under this Head Agreement or a Contract):

- a. promptly notify the Agency of the impending unavailability; and
- (b) as soon as practicable, nominate a replacement Key Person(s) with comparable experience, skills and expertise for approval by the Agency, which will not be unreasonably withheld.

13.2.3 The Service Provider must provide suitable replacement Key Personnel should an Agency, for security reasons, deny access to or request removal of any Specified Personnel who will have access to an Agency's premises or Agency Material.

13.2.4 The Service Provider must, at the request of the Agency, acting in its absolute discretion, remove Key Personnel from work in relation to the Ordered Services. The Service Provider shall nominate replacement Key Personnel for approval by the Agency, which will not be unreasonably withheld.

13.2.5 If clause 13.2.2, clause 13.2.3 or clause 13.2.4 applies, the Service Provider will provide replacement Key Personnel acceptable to the Agency at no additional cost and at the earliest opportunity.

UNOFFICIAL

From: s22(1)(a)(ii)
To: s47F @rpsgroup.com.au
Cc: s22(1)(a)(ii) ; s22(1)(a)
Subject: RE: FOR REVIEW AND SIGNATURE - MAS Panel Order for Services - HSRA Business Case Management Services [SEC=OFFICIAL]
Date: Thursday, 28 March 2024 9:38:00 AM
Attachments: [image001.jpg](#)

OFFICIAL

s47F, I had advice from our corporate team that RPS needs to execute the contract first and then HSRA will execute and get you a copy of final.

s22(1)(a)(ii) and I have some time this afternoon for a kick off discussion if the contract get's executed.

OFFICIAL

s22(1)(a)(ii)

From: s47F
To: s22(1)(a)
Cc: s22(1)(a)(ii); s22(1)(a)(ii)
Subject: RE: FOR REVIEW AND SIGNATURE - MAS Panel Order for Services - HSRA Business Case Management Services [SEC=OFFICIAL]
Date: Thursday, 28 March 2024 9:58:05 AM
Attachments: [image001.jpg](#)
[Vendor Creation form.pdf](#)
s22(1)(a)(ii)

Hi s22(1)

As requested, please find the executed contract and completed Vendor Creation form.

s22(1) – let us know your availability for a kick off meeting today.

Regards

s47F
s47G(1)(a)
RPS | Australia Asia Pacific
M s47G(1)(a)
E s47F @rpsgroup.com.au

From: s22(1)(a)(ii) @hsra.gov.au>
Sent: Wednesday, March 27, 2024 3:04 PM
To: s47F @rpsgroup.com.au>
Cc: s22(1)(a)(ii) @hsra.gov.au>; s22(1)(a)(ii) @hsra.gov.au>
Subject: FOR REVIEW AND SIGNATURE - MAS Panel Order for Services - HSRA Business Case Management Services [SEC=OFFICIAL]

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Dear s47F

Further to your phone call this afternoon with s22(1)(a)(ii), please find attached for your review and signature a draft Order for Services (NB we will provide a Purchase Order number shortly, however this is not required prior to signing).

Also attached, please find a vendor creation form which will facilitate processing of the OFS at our end.

Should you have any questions or concerns, please don't hesitate to contact us.

Regards

s22(1)(a)(ii)

s22(1)(a)(ii)
Manager, HSR Policy

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s22(1)(a)(ii) @hrsa.gov.au | hsra.gov.au

P +61 2 6136 s22(1)(a)(ii)

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Vendor Number

(Financial Operations team Use Only)

VENDOR CREATION FORM

Company Code: Choose an item.

ALL VENDORS TO COMPLETE

Vendor Name (if supplying an ABN, ensure that this name is registered against your ABN).		RPS AAP Consulting Pty Ltd			
Postal Address NOTE: All individuals must supply a residential address	Level 8, 31 Duncan Street				
	Fortitude Valley	State	QLD	Post Code	4006
(At least one number must be provided)	Fax	Email	s47G(1)(a) @rpsgroup.com.au		
Mobile	Work	(07) 3539 9500	Phone		

BUSINESSES ONLY TO COMPLETE

ABN	97 117 883 173	Are you registered for GST?	Yes
Contact Name	s47F	Contact Number	s47F
NOTE: It is a mandatory requirement that Department of Infrastructure and Regional Development report on payments to small and medium business. As such, please advise us of whether you are a small, medium or large business. Please see the explanation of the categories below.			
Small Business (less than 20 employees)	Are you a small, medium or large business?		Large - over 201 Employees
Medium Business (21 to 200 employees)			
Large Business (over 201 employees)			
Does your company accept Credit Card Payments?		Yes	

BANK DETAILS

s47G(1)(a)

NOTE: All vendors MUST supply bank details and provide supporting documentation i.e.: bank statement, bank slip, unless vendor is located overseas.

VENDOR CERTIFICATION

I certify that the above details are correct.

Name s47F

Date: **28 March 2024**

s47F

Signature

NOTE: If you are sending this form electronically, please simply type your name in the signature field.

All information supplied on this form will be kept in the strictest confidence in accordance with *Privacy Act 1988*.

Schedule 6 – Order for Service

1. Introduction

- 1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement for the Management Advisory Services (MAS) Panel Standing Offer Notice (SON3751667) between the Service Provider and the Department of Finance.

<u>Order for Services</u>	
<i>Service Provider Information</i>	
Service Provider	RPS AAP Consulting Pty Ltd
Australian Business Number	97 117 883 173
Service Provider Representative	s47F
Service Provider Address for Notices	RPS AAP Consulting Pty Ltd, Level 3, 65 Canberra Avenue, , ACT, 2603, AUSTRALIA Email Address: s47G(1)(a) @rpsgroup.com.au
<i>Agency Information</i>	
Agency	High Speed Rail Authority
Australian Business Number	88 675 754 520
<i>Agency Representative</i>	
Agency Representative	Name: s22(1)(a)(ii) Position: Manager, Policy Email: s22(1)(a)(ii) @hsra.gov.au Phone: (02) 2136 s22(1)(a)
Agency Address for Notices	Address: GPO Box 594, CANBERRA, ACT, 2601 Email: s22(1)(a)(ii) @hsra.gov.au
Agency Address for Invoices	Invoices must be submitted to s22(1)(a) @hsra.gov.au attention to the Finance Officer, and must contain any other requirements for the invoice e.g. that the purchase order no. must be quoted in the invoice
<i>Agency order information</i>	
Purchase Order Number	TBC
Cost Centre	73001

Agency contract manager name	s22(1)(a)(ii)
Agency File Reference	1002 8702
Order Commencement Date and Term	
Order Commencement Date	Thursday 28 March 2024
Order Expiry Date	Friday 28 February 2025
Proposed options to extend	High Speed Rail Authority (HSRA) may extend the term of the Order for a further period (or periods) of up to Three months in total, which may be taken in whole or in part, and in any number or combination of time periods.
Statement of Work	
Service Area	Financial Management Advisory Services
Service Category	Financial Advisory
Service Sub-category	Financial and Economic Analysis
Detailed Statement of Work	See attachment 1 - High Speed Rail Sydney to Newcastle Detailed Business Case – Business Case Management Services – Services Brief.
Deliverables	The Service Provider must provide the Deliverables detailed within the attached High Speed Rail Sydney to Newcastle Detailed Business Case – Business Case Management Services – Services Brief.
Milestones	<p>Commence Services – March 2024</p> <p>Assurance and Governance Plan – Early April 2024</p> <p>Assumptions, Dependencies and Constraints Book – Ongoing</p> <p>Investment Logic Map – April 2024</p> <p>Options Assessment Framework – April 2024</p> <p>Onboarding Technical Advisor – June 2024</p> <p>Scoping Design – June-August 2024</p> <p>Geotechnical Investigations – June-October 2024</p> <p>Bronze Business Case Review – July 2024</p> <p>Silver Business Case Review – September 2024</p> <p>Gold Business Case Review – November 2024</p> <p>Options Generation Report – December 2024</p> <p>Project Definition Report – December 2024</p> <p>Internal Approvals and Assurance – December 2024 to March 2025</p>
Key Personnel	s47F, s47G(1)(a)

	<p>s47F, s47G(1)(a)</p> <p>Qualifications, expertise, capacity, capability or other requirements: The following key personnel must be available at the following full-time equivalent (FTE) basis:</p> <p>s47F, s47(1)(b)</p> <p>Security clearance required: Yes – Baseline. At least one key personnel must maintain a minimum Baseline Security Clearance. All Key Personnel must be able to obtain a Baseline Security Clearance as required.</p>
<p>Subcontractors</p>	<p>s47G(1)(a)</p>
<p>Location</p>	<p>This clause of the Head Agreement has not been varied.</p>
<p>Fees</p>	<p>Hourly fees will be as per the revised quote at Attachment 2.</p> <p>The Maximum Capped Fee Payable, excluding travel costs, is \$3,662,552 (GST inclusive). For the avoidance of doubt, the Service Provider will not be entitled to claim any amount of fees, including disbursements, in excess of the Maximum Capped Fee Payable under this Order without prior written approval from the Agency.</p> <p>If, in the course of performing the Services, the Service Provider anticipates that its fees and disbursements may exceed the Maximum Capped Fee Payable provided in this Order, it must inform the Agency's Project Officer before its anticipated fees and disbursements reach 80% of the Maximum Capped Fee Payable amount.</p> <p>HSRA will not pay any disbursements under this Contract including expert reports and travel and accommodation expenses unless, prior to being incurred by the Service Provider, they have been pre-approved in writing by HSRA.</p>

Payment Terms	20 calendar days for all other invoices
Invoicing	<p>Correctly rendered invoices to be sent attention to the Finance Officer at: s22(1)(a) @hsra.gov.au To avoid payment delays, the purchase order number is to be quoted on the invoice.</p>
Travel	HSRA must pre-approve any disbursements for travel and accommodation expenses in writing prior to expenses being incurred by the Service Provider.
<p>Agency Material</p> <p><i>Agency Material is defined in the clause 1.1.1 of the Head Agreement as any Material provided by an Agency to the Service Provider for the purposes of a Contract, or derived at any time from that Material.</i></p>	<p>Restrictions on use of Agency Material</p> <p>The Service Provider may be provided access to internal Agency governance documents and guidance material, as relevant. The Service Provider may be provided access to non-public documents in order to undertake these Services. This includes access to the 2013 High Speed Rail Study Phase 2 Report, the 2019 Sydney to Newcastle Fast Rail Strategic Business Case and HSRA's Strategic Plan.</p> <p>The Service Provider must comply with the following directions and requirements when using Agency Material in relation to this Contract:</p> <ul style="list-style-type: none"> • The Service Provider must use Agency Material only for the purposes of delivering the Services; and • All Agency Material is Commonwealth Material and all Commonwealth Material is Confidential. <p>Relevant material</p> <ul style="list-style-type: none"> • High Speed Rail Authority Act 2022 • HSRA 2024-27 Corporate Plan • 2013 High Speed Rail Study
<p>Existing Material</p> <p><i>Will any Existing Material be made available to the Agency under the Order? Existing Material is defined in clause 1.1.1 of the Head Agreement as:</i></p> <p><i>(a) any pre-existing Material including any improvements, modifications or enhancements to such pre-existing Material in performing the Services; and</i></p> <p><i>(b) any other Material, created independently of an Order after the Order Commencement Date.</i></p> <p><i>which is made available to the Agency by the Service Provider for the purpose of a Contract, on or following the Order Commencement Date, including but not limited to the Service</i></p>	N/A

<i>Provider's tools, methodologies and object libraries and any improvements, enhancements, alterations and modifications to such Material.</i>	
Contract Material	N/A
Restrictions on use of Contract Material	N/A
Restrictions on use of Service Provider's name, trade name or logo	N/A
<i>Additional requirements</i>	
Confidential Information	<p>Agency Confidential information</p> <p>Agency data, <i>Indefinitely</i></p> <p>Any Personal Information held by the Agency, <i>Indefinitely</i></p> <p>Security Classified Information, <i>Indefinitely</i></p>
Agency Data Storage Requirements	This clause of the Head Agreement has not been varied.
Security	This clause of the Head Agreement has not been varied.
Additional Requirements - security	This clause of the Head Agreement has not been varied.
Conditions/Restrictions for Personal Information	This clause of the Head Agreement has not been varied.
Additional or alternate Requirements - insurance	<p>This clause of the Head Agreement has not been varied.</p> <p>The Suppliers current insurance information in accordance with the requirements of Clause 18 of the Head Agreement (either requested or provided in RFQ response) can be entered here, to confirm compliance when executing this Schedule 6 Order for Services.</p>
<i>Commonwealth Procurement Connected Policy Requirements</i>	
Black Economy Policy	Not Applicable
Indigenous Procurement Policy	Not Applicable
Australian Industry Participation Policy	Not Applicable

Variable Clauses of the Head Agreement	
Internal Working Papers	This clause of the Head Agreement has not been varied.
Intellectual Property	This clause of the Head Agreement has not been varied.
Key Personnel Requirements	This clause of the Head Agreement has not been varied.
Return of confidential information	This clause of the Head Agreement has not been varied.
Liability	This clause of the Head Agreement has not been varied.
Service Provider termination right	This clause of the Head Agreement has not been varied.
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	This clause of the Head Agreement has not been varied.

MAS PANEL

Signed for and on behalf of
Commonwealth of Australia as
represented by the High Speed Rail
Authority 88 675 754 520

Tim Parker

name of authorised officer

s22(1)(a)(ii)

Signature of authorised officer

Chief Executive Officer

title of authorised officer

Signed for and on behalf of RPS AAP
Consulting Pty Ltd 97 117 883 173

s47F

*name of Service Provider's authorised
representative*

s47F

*Signature of Service Provider's authorised
representative*

s47F

*title of Service Provider's authorised
representative*