Proactive release by
NSW Department of Education and Communities

Records relevant to Assisted School Travel Program

Item (e)
Request for Expression of Interest documents (8 November 2011) and Evaluation Report
NSW Department of Education and Communities invites the Expression of Interest as detailed below

<table>
<thead>
<tr>
<th>EOI Id.</th>
<th>DETPR-20-11</th>
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<tbody>
<tr>
<td>Expression of Interest (EOI) Title:</td>
<td>PROVISION OF TRANSPORT SERVICES THROUGHOUT NSW TO THE ASSISTED SCHOOL TRAVEL PROGRAM FOR NSW DEPARTMENT OF EDUCATION AND COMMUNITIES - ADDITION OF PROVIDERS TO THE ELIGIBLE SERVICE PROVIDER LIST-2012 – 2016</td>
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<td>Issue Date:</td>
<td>8 November, 2011</td>
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<tr>
<td>Closing Date &amp; Time:</td>
<td>3:30 pm (Sydney Time) 29 November, 2011</td>
</tr>
<tr>
<td>Contact Officer:</td>
<td>David Lloyd</td>
</tr>
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<td></td>
<td>T: 02 9561 1812</td>
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<tr>
<td>Document Structure</td>
<td>PART A Summary EOI Information and the Conditions of Participation</td>
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<td></td>
<td>PART C EOI Response</td>
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For the purposes of this EOI, inquiries should be directed to the Contact Officer specified on page 1 of this document.

Other matters should be directed to:

Chief Procurement Officer
Procurement Directorate
NSW Department of Education and Communities
Level 2, 151 Clarence Street
SYDNEY NSW 2000
Tel: (02) 9561 1677
Fax: (02) 9561 1685
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Expression of Interest DETPR-20-11
PART A – SUMMARY EOI INFORMATION AND CONDITIONS OF PARTICIPATION

1. Summary Information for Respondents

1.1 Introduction

1.1.1 This document invites Expressions of Interest (EOI) for transport service providers to be added to the Eligible Service Provider List for the provision of transport services to the NSW Department of Education and Communities’ (“the Department”) Assisted School Travel Program. Transport services under this EOI are the same services originally the subject of Request for Tender DETP1028 made by the Department in late 2010, which resulted in the creation of an Eligible Service Provider List to supply Transport services throughout New South Wales to the Assisted School Travel Program.

1.1.2 This invitation for EOI is open for response by any person or entity wishing to express an interest in being considered for addition to the list of Eligible Service Providers for transport services under the Assisted School Travel Program for remuneration at rates set by the Department. The EOI process is also open to respondents to RFT DETP1028 who were not successful in being placed on the Eligible Service Provider List.

1.1.3 Respondents to tender DETP1028 who were successful in being offered a place on the Eligible Service Provider list do not need to submit a response to this expression of interest.

1.1.4 The NSW Department of Education and Communities (“DEC”) is responsible for the conduct of the EOI process, and the proposed Contract (if any) will be between DEC and the successful Respondent(s).

1.1.5 The Assisted School Travel Program (previously known as the School Student Special Transport Scheme) was established to support eligible students with disability in NSW to access educational programs that meet their needs in Government and Non-Government Schools. The Assisted School Travel Program is administered by the Department’s Assisted School Travel Unit (previously the School Student Special Transport Unit) located in the Wollongong State Office. The Department seeks to establish and maintain an adequate, supply of transport services for NSW school students, who are eligible for transport assistance from their place of residence to the school in which they are enrolled.

1.1.6 The Department currently engages contractors to provide more than 2,200 transport services daily for an average of more than 9,200 school students to access educational services. While the majority of these students travel successfully on transport without additional supervision, the Department engages Travel Support Officers (formerly known as Escorts) to travel with students who have medical and/or behavioural needs which require additional support during transit. There are currently approximately 708 Travel Support Officers providing this service.

1.1.7 Assisted School Travel services are provided in accordance with the Assisted School Travel Program Policy for eligible students to travel between home and school with a maximum of two trips per day. The “home” transport address may vary as required for students travelling to and from respite care services or, before and after school care addresses. From 1 to 16 students may be allocated to any one transport run.

1.1.8 A summary of the services currently being provided by locality and maps of zones are provided in Part B of this EOI. There are also a limited number of runs that provide services for NSW based students travelling to schools in Victoria, Queensland and the Australian Capital Territory. Runs may vary at the discretion of the Department.

1.2 Purpose of the EOI

1.2.1 The purpose of this call for Expressions of Interest is to expand the Eligible Service Provider List (created under tender DETP1028) by the addition of transport service providers to ensure the supply of services is sufficient to meet demand by eligible students. This EOI seeks to elicit information from potential suppliers on the availability and suitability of services to meet the Program’s transport service requirements. The EOI response will also be used to determine the capacity and capability of suppliers to deliver the requirements of the Program.
1.2.2 The next stage will involve an “offer” phase under which selected respondents may be invited to contract upon the terms of Part D of this call for EOI, however DEC reserves the right, in its absolute discretion, to adopt any procurement strategy, following the evaluation of EOI responses, including (without limitation):

(a) Further invitation of public tenders or expressions of interest;
(b) Invitation of tenders from a short-listed group of EOI Respondents; or
(c) Direct negotiation with a single EOI Respondent, or a single short listed EOI Respondent.

1.2.3 The aim of the Department is to enhance the Eligible Service Provider (ESP) list created under tender number DETP1028, upon which it will draw to source contractors to provide services to the Program.

1.2.4 Respondents seeking consideration to be eligible for multiple transport services (Runs) will be required to provide additional information about the management of multiple Runs as described in Part C of this EOI. Respondents who make a submission requesting more than five (5) Runs will be required to demonstrate financial and management capability to effectively and efficiently manage the complexities of multiple runs.

1.2.5 Successful respondents will be placed on the ESP list. The allocation and acceptance of a run will result in a contractual arrangement between the Department and the ESP in the form of the Agreement template at Part D.

1.2.6 As services need to reflect the transport requirements of students which can change from time to time, allocated transport runs may vary from time to time to accommodate these changing requirements.

1.2.7 The Department, at its absolute discretion, reserves the right to not proceed to a Contract with any Respondent. The Department is not bound to select respondents as a result of this EOI process.

1.2.8 The Department reserves the right to cancel any agreement with an Eligible Service Provider if it considers that the agreed service levels or compliance requirements are not being satisfactorily met at any time.

1.2.9 It is anticipated that the ESP list will remain valid for a period of up to 5 years, however contracts for services for allocated transport runs will be offered for periods of up to 12 months during the term of the validity of the ESP list. Individual contracts and services to be delivered may be altered during the term of the contract in accordance with changing student transport requirements and the relevant provisions within the Agreement as shown at Part D. Further details are set out in the Statement of Requirements (Part B).

1.2.10 The successful respondent must comply with the relevant codes, guidelines, and Standards as described in the Agreement at Part D of this EOI.

1.3 Structure of the Request for EOI

1.3.1 This EOI is made up of Parts A, B, C and D. Respondents should retain Parts A and B. The completed Part C forms the Response.

1.3.2 The Response to this EOI should address the questions provided in the response section under Part C.

1.3.3 This EOI comprises 4 Parts as follows:

1.3.3.1 Part A - Overview and Conditions for Participation
This Part is an executive summary of the main outcomes, objectives, requirements and expectations for this EOI process. It provides the potential respondents with some information and business context from which to make a decision on whether or not to read further parts of this EOI and includes the terms, conditions and processes governing the EOI process.

1.3.3.2 Part B - Statement of Requirements
This Part contains a detailed Statement of Requirements as refined to be addressed by the respondent/s in preparing their response to the EOI.
1.3.3.3 Part C – EOI Response

These are response schedules which are required to evaluate the respondents’ offers. Submissions received other than by the prescribed process and format may not be considered.

1.3.3.4 Part D - Form of Agreement

This Part contains the Department’s terms and conditions of contract should a Contract be executed or entered into between the Department and a respondent. Successful respondents are placed on the ESP list. The ESP list will be used as a basis for the Department to allocate runs. Respondents should read these conditions carefully as they include further details on the Department’s requirements for service delivery and definitions relevant to this EOI.

1.4 Addenda to the EOI before Close of Responses

1.4.1 A Respondent may ask the Contact Officer for clarification of anything in the EOI before the Closing Date and Time. DEC may issue any instruction resulting from such request in writing to all Respondents in the form of an Addendum.

1.4.2 If for any other reason, DEC requires the EOI to be amended, an Addendum will be issued.

1.4.3 In each case, an Addendum becomes part of the EOI documents.

1.4.4 It is the obligation of the Respondents to verify if any addenda were issued prior to the closing date, even if a Response has already been submitted. Respondents must obtain a copy of all addenda issued by DEC.

1.4.5 Where the EOI has been acquired in a hard copy form only and not through the eTender system, Respondents must contact the Contact Officer (during business hours (8:30am to 4:30pm) on the telephone number: (02) 9561 1812, or e-mail astp.enquiries@det.nsw.edu.au.

1.4.6 Where the EOI has been acquired in an electronic form from the eTendering system, Respondents must download the Addendum from https://tenders.nsw.gov.au/det.

1.4.7 All Addenda must be incorporated into a Response.

1.5 Provisional EOI Timeframe

1.5.1 Given below is the Department’s provisional EOI program. The Department may, at its absolute discretion, amend the provisional EOI program, including but not limited to, extending the Closing Date and Time and amending the date for notification of EOI results.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>EOI opening</td>
<td>08/11/11</td>
</tr>
<tr>
<td>EOI Close Date</td>
<td>29/11/11</td>
</tr>
<tr>
<td>Notification of EOI results to Respondents (approx.)</td>
<td>16/12/11</td>
</tr>
</tbody>
</table>

2. DEFINITIONS OF TERMS USED IN PARTS A - D

2.1 Unless the context indicates otherwise, the following terms, where used in Parts A-D of this EOI, shall have the meanings set out below.

“ABN” means an Australian Business Number as provided in the GST Law.

“Addendum/Addenda” means an addition to this EOI made by DEC before the Closing Date and Time.

“Agreement” or “Contract” refers to the supply arrangement, in the form of Part D of the EOI, which may be entered into between the Department and Eligible Service Providers (who will be identified as such as a result of the EOI process).
“Closing Date and Time” means the Closing Date and Time by which full and secure receipt of EOI Responses must have taken place, as specified on the cover sheet to this EOI, or as amended.

“Code” means the NSW Government Code of Practice for Procurement, as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes, that may be applicable to the particular tender or EOI. The code can be viewed and downloaded from:


“Conforming Response” means a response that conforms in all material aspects to the mandatory requirements of the EOI.

“Deliverables” means the services sought under this EOI, as detailed in the Statement of Requirements (Part B).

“DEC” and or “the Department” means the New South Wales Department of Education and Communities.

“EOI” means the call for Expressions of Interest.

“GST” is a goods and services tax and has the same meaning as in the GST Law.

“GST Free Supplies” and “Input Taxed Supplies” have the same meaning as in the GST Law.

“GST Law” means any law imposing a GST and includes A New Tax System (Goods & Services Tax) Act 1999 (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

“Late Response” means a Response received after the Closing Date and Time for Responses and includes a Response which is only partly received by the Closing Date and Time.

“Loaded kilometres” means distances travelled with one or more approved students present in the vehicle during the course of a journey.

“Non-Conforming Response” means a Response that does not conform in all material aspects to the mandatory requirements of the EOI.

“Respondent” means the entity responding to this EOI.

“Response” means the information provided by the Respondent to this call for EOI.

“RFT” means the Request For Tender DETP 1028.

“Run” means the transport service provided by the ESP and in most cases constitutes one forward and one return journey (2 trips) on any given day when a transport service is required. Note that some “runs” are one way only, or may be required only on certain days of the week (depending on student’s travel support needs).

“Statement of Requirements” means the detailed description of the goods and services, performance and outcomes sought under this EOI, as defined in Part B.

“SME” means small and medium enterprises from NSW, other States and Territories of Australia or New Zealand, with up to 500 full time equivalent employees. For this definition of SME, grouping provisions apply. If the SME is controlled by another legal entity (e.g. a Parent Company), the 500 employee figure is aggregated across both entities. i.e., subsidiaries of larger companies are classified according to their parent company employee levels.
“Standards” means Australian Standards, where such exist and are applicable to the Deliverables, and includes international standards in the event of a lack of an applicable Australian Standard.

“Supporting Items” means any documents, statements or other information supplied by the respondent in support of its response.

“Tender” means the response to the RFT DETP 1028.

“Travel Support Officer” means a person engaged to provide additional supervision or support for students accessing assisted school travel services during transit.

“Trip” means a one way journey to or from school.

“Zone” means a defined geographical area (based primarily on the Department of Education and Communities’ Education Areas or groups) within which schools are located throughout NSW. For Assisted School Travel purposes, a Zone reflects the location of the school, not the addresses of students, who may travel across zones to access the school at which they are enrolled.

3. Conditions of Participation

3.1 Preparation of Response to the EOI – General

3.1.1 Responses that do not include a fully completed Part C, in particular those Responses that do not contain sufficient information to permit proper evaluation to be conducted, or, in the case of electronic responses, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the evaluation process without further consideration at DEC’s discretion.

3.1.2 All information provided by the Respondent in the EOI must be by indelible means. All EOI’s and support material must be in the English language.

3.1.3 Any alterations and erasures to a hard copy response provided to an EOI must be initialled by the Respondent.

3.1.4 All respondents must quote an Australian Business Number (ABN) in their responses.

3.1.5 Responses can only be submitted by a legal entity with the capacity to enter into a contract. The Department will only consider responses from such legal entity. A legal entity is defined as a natural person, association, corporation or partnership that has legal standing. A legal entity has legal capacity to enter into agreements or contracts, assume obligations, incur and pay debts, sue and be sued in its own right, and to be held responsible for its actions.

3.1.6 The Department may ask a respondent to provide evidence of its legal status or capacity to contract. If respondents propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 5 working days of the request.

3.1.7 The Department reserves the right to reject any response if it determines that the respondent is assessed as not having appropriate financial capability to successfully perform the services as required in the EOI or as outlined in the EOI response.

3.1.8 Responses from respondents that do not have an ABN, such as respondents yet to commence operating as a business in Australia, may be considered at the Department’s discretion if the respondent demonstrates satisfactorily in their Response that it will obtain an ABN before entering into an Agreement with the Department.

3.2 Preparation of Response to the EOI – Policy and General

3.2.1 Respondents should read the main policy document listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to Respondents’ attention in this clause. Their requirements are reflected in the selection criteria (if listed) and in the responses required in Part C.

NSW Government Procurement Policy

3.2.2 Respondents must comply with the NSW Government Code of Practice for Procurement, which is available at:


3.2.3 Lodgement of a Response will itself be an acknowledgement and representation by the Respondent that it is aware of the requirements of the Code, that the Respondent will comply with the Code and that the Respondent agrees to provide periodic evidence of compliance with the Code.

3.2.4 If a Respondent has failed to comply with the Code, this failure will be taken into account by DEC when considering its Response to this EOI or any subsequent EOI or tender invitation and may result in this or any subsequent Response being passed over without prejudice to any other rights of action or remedies available to DEC.

3.2.5 Respondents will be required to acknowledge acceptance of the schedule of rates payable by the Department for the provision of transport services, taking account of only those kilometres where one or more approved students are present in the vehicle (loaded kilometres). The Department reserves the right to negotiate with ESP’s at the time of allocating runs that are for short distances to pay an agreed rate based on the service to be provided.

3.2.6 The Department recognises that transport runs with students who require the additional assistance of a Travel Support Officer during transit may incur additional costs in terms of time and distance. For runs where the distance travelled to pick up a Travel Support Officer en-route to pick up the first student increases the total distance travelled by more than 5km for each one way trip, an additional payment of 15% will be added to the amount payable to the ESP.

3.2.7 An agreement exists between the NSW Roads and Traffic Authority (RTA) to allow the Department access to vehicle registration and Drivers Licence data with the consent of vehicle owners and driver’s licence holders for the purpose of validation of information provided by respondents (and subsequently by ESP’s). Part C of the EOI requires all respondents to complete and/or forward all relevant consent forms for those vehicles and drivers nominated to be used for service delivery within the respondent’s submission.

3.2.8 Any Respondents whose vehicles or proposed services are subject to the provisions of the Passenger Transport Act 1990 (NSW) will be taken, by responding to this EOI, to have satisfied themselves that they will be able to comply with all relevant provisions of that and other legislation. Respondents appointed to the ESP list who are subsequently or at any time found not to be complying with relevant legislation may be removed from the ESP List.

3.3 Submission of Responses to the EOI

3.3.1 A Response must be lodged into the designated tender box by the Closing Date and Time. Electronic EOI responses must be lodged in the designated electronic Tender Box at:


Login as an eTendering system user, locate the EOI web page, and follow any issued instructions and on-screen instructions to lodge the EOI.

An alternative physical Tender Box for paper (hard copy) EOI responses is designated at:

Tender Box
Procurement Directorate
NSW Department of Education and Communities
Level 2, 151 Clarence Street
SYDNEY NSW 2000

A Respondent is not required to provide multiple copies of a Response.

(a) If a Respondent provides multiple submissions, the Respondent should clearly state on the front page of the Response whether it is:
(1) A “Copy.” A copy must be identical to an earlier or simultaneous submission in every respect.

(2) A “Variation.” A variation of an earlier Response will be deemed as superseding a prior submission.

(b) In the event that a Respondent fails to designate whether a submission is a Copy, or a Variation, the latest Response received in the DEC Procurement Directorate Tender Box, in accordance with this EOI document will be deemed as the definitive submission.

(c) Any Part C (EOI Response) forms that are provided in Microsoft formats and file types are to be returned in the Tender in the same format and file type as provided. Any other attachments provided by the respondent as part of its Response may be in “pdf” format, or in a Microsoft Word or Excel format subject to following sub-paragraph (d)

(d) Respondents must ensure that all Excel or Word attachments can be opened and viewed by Microsoft Excel 2007 and Microsoft Word 2007. Attachments in other formats may only to be submitted if an arrangement has first been agreed with the Contact Officer prior to lodgment of the Response.

Responses to the NSW Department of Education and Communities eTendering Website

(a) Respondent must (unless an alternative tender box is specified in this EOI) lodge its Response electronically into an electronic tender box in the eTendering system via the NSW Government’s eTenders website at: https://tenders.nsw.gov.au/det/

(b) A Response submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than Responses lodged by other means.

A Respondent, by electronically lodging a Response, is taken to have accepted the conditions detailed herein and on the NSW DEC eTendering website.

A Respondent must follow the following directions:

(a) An EOI for which electronic lodgement is available through the website can be identified by the blue “Lodge a Response” link on the web page for the EOI.

(b) To lodge a Response electronically, the files containing the Response must be up-loaded through the web site. Access to the up-loading process is through the blue “Lodge a Response” link, then follow the steps and instructions on the NSW DEC eTendering website and any instructions which may have been supplied with the EOI Summary and/or Summary File.

A Respondent must observe the following format for submissions:

(a) An electronically lodged Response must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 2003.

(b) If a Respondent compresses files, it must be possible to decompress them using WinZip. A Respondent must not submit self-extracting (*exe) zip files.

(c) A Respondent must not change pre-existing text in the EOI other than to insert the required information.

Signatures are not required for a Response submitted to the NSW DEC eTenders website. A Respondent must ensure that a Response is authorised by the person or persons who may do so on behalf of the Respondent and appropriately identify the person and indicate the person’s approval of the information communicated.

Electronically submitted Responses may be made corrupt or incomplete, for example by computer viruses. DEC may decline to consider a Response that cannot be effectively evaluated because it is incomplete or corrupt. Note that:
(a) To reduce the likelihood of viruses, a Respondent must not include any macros, applets, or executable code or files in a Response;

(b) A Respondent should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

Access is available 24 hours a day, 7 days per week, except for periods of programmed maintenance or outages. Respondents should ensure that lodgement is made as soon as possible in the EOI period. Respondents are to note that submitting unnecessarily large or numerous electronic files may affect the time required to lodge a Response, and hence may affect their Response being fully received on time.

If a Respondent experiences any persistent difficulty with the NSW Government’s eTenders web site in submitting a Response or otherwise, it is encouraged to advise the Contact Officer.

Responses in Hard Copy <

Any Responses submitted in hard copy through a specified physical tender box must:

- be enclosed in a sealed container such as an envelope and marked with the designated tender box, the EOI number, the EOI title, closing date and time,

Custody of Responses after Receipt

All Responses submitted are kept in the DEC Tender Box, which is secure, until after the Closing Date and Closing Time.

(a) On receipt of Responses lodged electronically through the NSW Government eTenders web site, all Responses are encrypted and stored in the secure “electronic tender box.”

(b) For reasons of probity and security, DEC is prevented from interrogating the electronic tender box to ascertain whether Responses have been received, until after the Closing Date and Closing Time.

(c) The e-mail receipt that is sent to the Respondent after successfully uploading the Response is the only official evidence of Response lodgement provided.

Late Responses

3.3.2 Late Responses should not be considered except where DEC is satisfied that the integrity and competitiveness of the EOI process has not been compromised. DEC shall not penalise any supplier whose Response is received late if the delay is due solely to mishandling by DEC.

Ownership of responses

3.3.3 All information submitted in response to the EOI shall become the property of DEC. All such material shall be treated as “Commercial in Confidence” and will only be disclosed for the purposes of evaluation or as required by law or government policy. DEC may make copies of the responses for any purpose related to the evaluation of the EOI.

Clarification by respondent while EOI is open

3.3.4 During the EOI invitation period, Respondents may seek clarification of the general or technical areas of the EOI through the contact person nominated in the advertisement and/or EOI invitation document.

3.3.5 Where a clarification given to one Respondent provides significant information about the EOI, this information will be included in an Addendum to inform all other potential Respondents.

Extensions to the time an EOI is open

Expression of Interest DETPR-20-11
3.3.6 The EOI invitation period is set to provide sufficient time for Respondents to consider and respond to the requirement. Shorter or longer periods are set, depending on such factors as urgency or complexity of the requirement.

3.3.7 Extensions will not occur unless there are exceptional circumstances.

3.3.8 Determination of requests for extension by potential Respondents will take account of both the particular circumstances and timeliness of the request.

Respondents to inform themselves

3.3.9 Respondents shall be deemed to have:

a) examined the invitation documents and any other information made available in writing by the NSW Government to Respondents for the purpose of responding to the invitation;

b) examined all information relevant to the risks, contingencies, and other circumstances having an effect on their EOI and which is obtainable by the making of reasonable enquiries; and

c) satisfied themselves as to the correctness and sufficiency of their EOI’s and that their responses cover the EOI conditions and all matters and things necessary for the due and proper performance and completion of the work described in the invitation documents.

3.3.10 Should a Respondent find any discrepancy, error or omission in the invitation documents the Respondent shall notify the Contact Officer, Procurement Directorate in writing thereof on or before the closing date and closing time.

Variation of Responses

3.3.11 At any time before DEC decides on an appropriate procurement strategy, a Respondent may vary its Response:

(a) by providing DEC with further information by way of explanation or clarification (“provide an explanation”);

(b) by correcting a mistake or anomaly (“correct a mistake”); or

(c) by documenting agreed changes to the Response negotiated under Part C.

3.3.12 Such a variation may be made either:

(a) at the request of DEC, or

(b) with the consent of DEC at the request of the Respondent, but only if,

(i) in the case of variation requested by the Respondent to provide an explanation or correct a mistake, it appears to DEC reasonable in the circumstances to allow the Respondent to provide the explanation or correct the mistake or anomaly.

(ii) If a Response is varied to provide an explanation or correct a mistake, DEC will provide all other Respondents whose Responses have similar characteristics with the opportunity of varying their Responses in a similar way.

3.3.13 A variation of a Response will not be permitted if in DEC’s view if:

(a) it would substantially alter the original Response; or

(b) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Response in a way which would give a Respondent an unfair advantage over other Respondents.

3.4 Evaluation of EOI Responses

3.4.1 Respondents are advised to respond clearly to all the information requirements listed in this invitation.

3.4.2 Responses will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
3.4.3 Information supplied by the Respondent in Part C will contribute to the assessment against each criterion.

Selection Criteria
3.4.4 The evaluation criteria for this EOI include but are not limited to:

(a) Fitness for purpose including quality, age and capacity of vehicle/s offered;
(b) Acceptance of Department’s pricing structure;
(c) Management Capabilities;
(d) Capacity to perform including:
   (i) Human resource capacity, qualifications, skills and experience;
   (ii) Financial capacity and stability (including security considerations);
   (iii) Suitability of sub-contractors (if nominated);
   (iv) Previous experience and performance on Agreements for the services covered in this EOI or other similar services including any reports from referees on that;
   (v) Record of ethical behaviour in service delivery (including information obtained through referees);
   (vi) Compliance with other requirements as prescribed by the Department in respect of the delivery of services.
   (vii) Quality assurance
   (viii) Referee reports
   (ix) English language skills of Drivers being sufficient to enable the carrying out of obligations under this Agreement
   (e) Compliance with the Statement of Requirements (as described in Part C of this EOI);
   and
   (f) Compliance with relevant legislation applying to the services/vehicles proposed to be used by the Respondent.

Presentations by Respondent
3.4.5 The Department may, during the evaluation of Responses, undertake inspections of a respondent’s or their subcontractor’s proposed vehicles and/or premises.

3.4.6 The Department may, at its discretion as part of the evaluation process, invite any or some of the respondents to make personal presentations against their EOI. The respondent shall make any presentations at its own cost.

3.4.7 Receiving a presentation by a respondent in no way represents a commitment by the Department to accept the EOI or any aspect of it.

3.4.8 All information obtained during the course of any presentation or site inspection may be taken into consideration in the evaluation of EOI Response.

3.5 Acceptance or Rejection of Responses
3.5.1 The Department will only accept Conforming Responses or, at the Department’s sole discretion, substantially Conforming Responses.

3.5.2 Non-Conforming Responses will be excluded subject to clause 3.7.3.

3.5.3 The Department may assess an Alternative Responses against the evaluation criteria where submitted with a Conforming Response.

3.5.4 The Department expressly reserves the right to accept, in its discretion, either or both of the following:

3.5.4.1.1 Any Alternative Response or part of an Alternative Response, where submitted with a Conforming Response; and

3.5.4.1.2 Any other Non-Conforming Response or part of a Non-Conforming Response (not, in either case, being an Alternative Response or part of an Alternative Response) that, in the Department’s opinion, is substantially a Conforming Response.
3.5.5 The Department requires respondents to acknowledge the rates payable for services under this Program.

3.5.6 If all Responses are Non-Conforming Responses, the Department at its sole discretion may consider all leading Response or none of the Response for evaluation.

3.5.7 If the Department rejects all or any of the Response received it may invite fresh Responses based on the same or different criteria.

3.6 Post EOI Negotiations

3.6.1 Before making any determination as to acceptance or rejection of EOI’s, the Department may at its discretion, conduct limited negotiations with the preferred list of respondents, with regards to the submissions and to mutually improve outcomes.

3.6.2 The Department may at its absolute discretion elect to conduct post EOI negotiations with more than one respondent.

3.6.3 The Department will generally not enter into negotiations on the standard conditions of contract contained in the Form of Agreement (Part D).

3.6.4 If the Department considers that a submission is unacceptable either due to failure to fully meet the objectives of the requirements, negotiations may be conducted with the respondent(s) that submitted the EOI’s assessed as the closest to meeting the objectives of the requirements. The items and objectives of the negotiations will be advised by the Department to the participants prior to the commencement of negotiations.

3.6.5 The Department reserves the right to go outside the ESP list when Services cannot be met from within the ESP list. This could include asking ESP’s nominated for a particular zone to provide service to another zone or seeking a new provider from the open market via an Expression of Interest.

3.6.6 The Department may at its discretion for operation purposes seek Expressions of Interest for service providers to be added to the ESP list during the period of validity of the List.

Clarification of response may be sought.

3.6.7 During the evaluation phase a Respondent may be contacted by an officer of the evaluation committee to clarify their EOI.

Access to Respondent’s Premises

3.6.8 Respondents shall note that their premises and facilities may be inspected during the EOI evaluation phase. Reasonable notice will be provided to Respondents of any proposed inspection. Inspections will be carried out between the hours of 9.00 am to 5.00 pm Monday to Friday.

3.6.9 The lodging of an EOI for this requirement will be taken as an acknowledgement and acceptance of the above. Failure by any Respondent to agree to an inspection may result in its EOI not receiving further consideration.

3.7 Outcomes

3.7.1 The EOI evaluation committee’s recommendations are submitted to DEC or a Delegate of DEC. DEC is not bound to enter into a contracting arrangement with any Respondent. Following DEC’s decision, all Respondents are notified in writing of the outcome of their EOI.

3.7.2 Discontinuance Of Process

In addition to its right to decide on any of the procurement strategies identified at clause 1.2.3, DEC reserves the right to discontinue the procurement process at any point, without making a determination regarding the invitation of expressions of interest from one or more Respondents.

DEC will not be liable for any losses suffered by a Respondent as a result of discontinuance of the procurement process, including costs of responding.

3.8 Disclosure of Information by Respondent

3.8.1 No potential Respondent shall disclose any information relating to this Expression of Interest process or the required services via any media release or any other publication without the prior written consent of DEC.
3.8.2 DEC has no objection to the potential registrant copying the EOI document only for internal working purposes in preparing the Response.

3.9 Disclaimer

3.9.1 DEC is not committed contractually in any way to those individuals, partnerships or organisations whose Responses are accepted. The issue of this invitation for Expressions of Interest does not commit or otherwise oblige DEC to proceed with any part or steps of the process.

3.9.2 Whilst the information contained in this invitation for Expressions of Interest has been formulated with all due care, DEC does not warrant or represent that the information is free from errors or omissions. The information is made available on the understanding that DEC and its respective employees and agents, shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

3.9.3 Furthermore, DEC takes no responsibility for the accuracy, currency, reliability and correctness of any information included in this EOI.

3.10 Complaints on EOI Process

3.10.1 Should any Respondent feel that it is unnecessarily precluded from responding or penalised in any way by terms or specifications, it is invited to write, in confidence to:

Chief Procurement Officer
Procurement Directorate
NSW Department of Education and Communities
Level 2, 151 Clarence Street
SYDNEY NSW 2000

3.11 Notification of Short Listed/Successful Respondents

3.11.1 No Respondent shall be deemed to have been short-listed or successful until the Respondent has been notified of such by DEC in writing.

3.12 Code of Conduct and Ethics

3.12.1 NSW Government has published a Code of Practice for Procurement that all parties to this EOI are to adhere to. Conniving and/or inducing a breach of the Code shall constitute grounds for the exclusion of a Respondent’s EOI. The Code can be obtained from: http://www.treasury.nsw.gov.au/procurement/cpfp_ig

3.13 No Economic Opportunity

3.13.1 By lodgement of an EOI with the DEC, the Respondent affirms that it has not given, offered to give, nor intends to give at any time thereafter, any inducement or reward including any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour or service to any public servant or employee, agent or subcontractor of the DEC or the Government of New South Wales in connection with the submitted EOI.

3.13.2 If the Respondent is found to have offered any inducement or reward in accordance with the preceding paragraph, or is found to have committed corrupt conduct in accordance with the provisions of the Independent Commission Against Corruption Act 1988, the EOI lodged by the Respondent shall be disqualified.

NOTE: Respondents should note that any offer of an inducement or reward to any employee or agent of the Government of New South Wales in connection with the invitation and submitted EOI may constitute a criminal offence under the Crimes Act 1900 and/or corrupt conduct under the Independent Commission Against Corruption Act 1988.

3.14 Government Information Disclosure

3.14.1 Respondents acknowledges that DEC, pursuant to the Government Information (Public Access) Act 2009 (GIPA Act), may be obliged to:-

(a) enter details of the Contract in its government contracts register; and
(b) provide information in response to an access application under the (GIPA Act), including:
   (i) information relating to the Contract;
(ii) personal information about the Consultant, its business, commercial,
professional or financial interests; or
(iii) personal information about the Consultant’s employees.

3.14.2 DEC will use reasonable endeavours to give the respondents to this call for EOI prior notice before providing information in response to an access application to enable the respondent to apply for review under the GIPA Act.

3.14.3 Respondents to this call for EOI cannot make any claim against DEC with respect to anything done or not done by DEC whether under this clause or the GIPA Act, or both.

3.15 Exchange of Information between Government Agencies

3.15.1 Lodgement of a Response will itself be an authorisation by the Respondent to DEC to make available, on request, to any NSW Government agency information, including but not limited to, information dealing with the Respondent’s performance for any agreement that may ultimately be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.

The provision of the information by DEC to any other NSW Government agency is agreed by the Respondent to be a communication falling within section 30 of the Defamation Act 2005 (NSW), and the Respondent shall have no claim against DEC and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

In the evaluation of Responses, DEC may take into account any information supported by some evidences about the Respondent that DEC receives from any source. To avoid doubt, information which may be collected, exchanged and used in accordance with this provision includes “personal information” about the Respondent for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a Response will be an authorisation by the Respondent to DEC to collect such information from third parties, and to use and exchange such information in accordance with this clause.

The Respondent’s attention is drawn to the Freedom of Information (FOI) Act 1989 which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.

3.16 Worst Forms of Child Labour

3.16.1 Australia is a member of the International Labour Organisation (ILO) and has ratified the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) which requires each signatory to take effective measures to eliminate the worst forms of child labour, including the trafficking of children and the prevention of the use of child labour within each member country. No child is to be used in the delivery of the services. Respondents are required to confirm this in Part C of the tender response.

3.17 Local Jobs First Plan

3.17.1 The NSW Government has published a Local Jobs First Plan that applies to this EOI. The Plan can be obtained from:

Expression of Interest (EOI) No. DETPR-20-11

Title: Provision of Transport Services throughout NSW to the ASSISTED SCHOOL TRAVEL PROGRAM for NSW Department of Education and Communities

- Addition of Providers to the Eligible Service Provider List 2012 – 2016

PART B – STATEMENT OF REQUIREMENTS
1 Introduction

1.1 The objective of the Department of Education and Communities (DEC) in releasing this call for Expressions of Interest is for transport service providers to be added to the Eligible Service Provider (ESP) list (created under tender DETP1028) from which service providers will be selected to provide quality transport services for the Department’s Assisted School Travel Program. Services will be based on individual travel support requirements for eligible students with disability to attend school. The ESP list will constitute a Standing Offer between the successful respondents and the Department of Education and Communities (the Department).

1.2 In summary, the requirement comprises the provision of transport services (or runs) conducted on school days throughout New South Wales with some runs that travel across borders with Queensland, Victoria and the ACT.

1.3 The Department requires reliable, safe and suitable vehicles that range from sedans, people movers, mini buses, maxi buses, and vehicles with capacity for students to travel in wheelchairs. Respondents are required to include in their response specific details of the vehicles to be used in the delivery of services by vehicle type.

2 Scope

2.1 The Assisted School Travel Program provides services to support the travel needs of eligible students with disability to access education throughout New South Wales. Services are currently provided to an average of over 9,200 students, attending over 800 Government and Non-Government schools throughout NSW daily during school terms.

2.2 Assisted school travel services are provided for eligible students to travel between home and school with a maximum of two trips per day. The Department currently engages ESP’s to provide more than 2,200 transport services (runs) daily. This call for expressions of interest seeks nominations for inclusion onto the established ESP list to ensure the supply of services is sufficient to meet demand by eligible students.

3 Structure of the NSW Department of Education and Communities

3.1 The Department of Education and Communities is a New South Wales Government Department, subject to the direction and control of the Minister for Education.

3.2 The Department aims to meet the needs of students, industry and the community through the provision of a range of quality programs and services that are supported by relevant curricula, comprehensive teacher skills, modern facilities and skilled management. The Department delivers educational services across NSW through more than 2,240 schools. The Department supports the national vocational education and training system and promotes effective participation of industry and the community in educational planning.

3.3 The Assisted School Travel Program is administered centrally for services across New South Wales by the Assisted School Travel Unit (ASTU) located at the Department’s Wollongong State Office, 84 Crown Street, Wollongong NSW 2500.
4 Detailed Requirements

4.1 This call for expressions of interest covers the Department’s requirement for the engagement of transport services providers to deliver services to eligible students throughout New South Wales.

4.2 Respondents may make a submission to be eligible for one or multiple Run/s in one or multiple transport zones (based on the Department of Education and Communities education areas as shown at Annexure 1.

4.3 Respondents seeking to be eligible for multiple Runs will be required to provide additional information about the management of multiple Runs as described in Part C Response of this call for Expressions of Interest. Respondents whose submission requests more than five (5) Runs will need to demonstrate that they have the financial and management capacity to provide a quality service for the number of Run/s the subject of their submission.

4.4 Acceptance onto the ESP List shall constitute a Standing Offer by the respondent to provide the service at the rates set by the Department. Acceptance onto the ESP List shall not guarantee the allocation of a “Run” by the Department, nor shall it guarantee the allocation of multiple Runs as submitted.

4.5 Where a respondent makes a submission to be eligible for multiple Runs and is accepted onto the ESP List, such acceptance shall be based on the demonstrated and approved maximum eligible capacity assessed by the Evaluation Committee and not necessarily the number of Run/s sought by the Respondent to be eligible for or to be allocated. Assessment of a respondent’s capacity to manage multiple runs, will not guarantee the allocation of runs to the approved level.

4.6 The Conditions of Use of the ESP List are detailed at Annexure 2 of this document.

4.7 The Department will organise, allocate and re-allocate (at its discretion as required in accordance with service demand) Runs comprising particular groups of students within a locality or travelling to a locality or localities. Utilising the ESP List, Run allocation will take consideration of appropriate vehicle capacity and type/s, appropriate business capacity of the ESP, and the geographic location of the required service. This shall be determined by the information provided by the Respondent in response to this call for expressions of interest, together with the student needs and operational needs of the Department.

4.8 Allocation of Runs shall generally occur at the beginning of each school year or at other times as required. The allocation and acceptance of a run will result in a contractual arrangement between the Department and the ESP in the form of the Agreement template at Part D. During the Term of any awarded agreement, the Department may vary or cease any Run based on student needs or Service Providers performance.

4.9 Currently, some NSW Government schools provide assisted school travel services for their own students. These arrangements will continue and the allocation of those Runs will not form part of this call for expressions of interest process, unless a need arises in the future.

4.10 The Department may accept responses for evaluation where no vehicle has been nominated in circumstances where respondents undertake to acquire a suitable vehicle within the nominated vehicle categories within a nominated timeframe prior to the commencement of a run. Respondents
must comply with vehicle compliance requirements prior to the commencement of services. Failure to acquire the nominated vehicle within the nominated timeframe may result in ESP status being withdrawn.

4.11 Successful Respondents will be notified of their inclusion on the ESP list at the conclusion of the submission evaluation process. The allocation of Runs may occur at any time throughout the term of validity of the ESP list.

4.12 There will be a requirement for successful respondents to transport those Travel Support Officers who are required to accompany nominated students during transit. The engagement of Travel Support Officers is not within the scope of this call for expressions of interest.

4.13 For submissions to be considered, the respondent must meet the following requirements:

(a) possess an ABN (or undertake to obtain an ABN);

(b) not sub-contract to more than one level (this means that the delivery of services must be provided by the ESP or the ESP’s employees or by an approved subcontractor engaged directly by the ESP to provide the service. Subcontractors may only be utilised with the prior written agreement of the Department and the ESP will remain responsible for all aspects of service delivery in accordance with the Department’s requirements);

(c) provide suitable vehicles and drivers for the purpose of providing transport services and have available relief vehicle(s) and relief driver(s);

(d) submit and pass all child protection and criminal history screening processes and approval requirements;

(e) submit proof of identity documents (see details at Annexure 3) and consent to and authorise the Roads and Traffic Authority (RTA) to disclose to the Department information about vehicles nominated for use in providing transport services and licence checks (if the respondent is also nominating as a driver or relief driver);

(f) demonstrate capacity for the number of Runs sought, and meet the requirement for additional information if seeking to be eligible for multiple runs;

(g) have internet and email facilities for communication with the Department;

(h) submit a Deed of Agreement for Recipient Created Tax Invoice;

(i) any Respondents whose vehicles or proposed services are subject to the provisions of the Passenger Transport Act 1990 (NSW) will be taken, by responding to this RFT, to have satisfied themselves that they will be able to comply with all relevant provisions of that and other legislation. Respondents appointed to the ESP list who are subsequently or at any time found not to be complying with relevant legislation may be removed from the ESP List.

4.14 In addition the general condition of vehicles to be used for the provision of ASTP services are to be as follows:

(a) Vehicles, other than taxicabs, are to be no more than 15 years old at any point during the validity of the ESP list. Providers will be required to identify replacement vehicle/s once the nominated vehicle has passed the 15 year age requirement. The Department may at its discretion
consider granting exemptions from this vehicle age requirement in
circumstances where vehicles over 15 years of age have been modified,
are well maintained or have been assessed as fit for the purpose of
providing transport services. Any costs associated with requirements
for certification regarding modifications or fitness for purpose must be
met by the respondent. ESP status and any allocated Runs will be
withdrawn if vehicles exceed 15 years of age and an exemption has not
been granted by the Department. Age of taxis must comply with the
requirements of the Passenger Transport Act 1990;

(b) all vehicles, regardless of age, are to be maintained in hygienic, safe
and good working order to the satisfaction of the Department and in
accordance with the requirements of Transport for NSW and the
Roads and Traffic Authority;

(c) all vehicles must have current “business-use” registration in the State
or Territory where the vehicle is garaged (where the nominated vehicle
is not otherwise used for substantially private purposes);

(d) all vehicles must have functioning locking devices fitted to all doors;

(e) all vehicles comply with requirements for seat belts or other restraints
in accordance with Australian Standards and Design Rules as
applicable to vehicle categories;

(f) all vehicles must be fitted with an air-conditioning system that is fully
operational and regularly maintained;

(g) all vehicles must be covered by a current comprehensive motor vehicle
insurance policy which covers damage caused by all drivers utilising
the vehicle in the provision of the Service (Note: Taxi insurance should
be as per the Special Conditions at Schedule 4 to Part D of the EOI);

(h) passenger sedan vehicles must have a minimum of 4 doors; and

(i) any modification to vehicles, for example, additional seats, changing
seating arrangements, are in accordance with the relevant Australian
Design Rule and relevant Australian Standards and certified by an
RTA recognised engineering signatory.

4.15 Vehicles with wheelchair carrying capacity must also meet the following
requirements:

(a) vehicles must have a current (less than 3 years old) Engineering
Certificate from an RTA recognised engineering signatory, covering all
modifications, including restraint systems, lifts and ramps;

(b) all wheelchair restraint systems MUST include occupant restraints and
be used and fitted in accordance with Australian Standard
AS.2942:1994. Instructions for use on the restraint system MUST be
clearly displayed in a prominent position within the vehicle; and

(c) all vehicles with hoist or lift mechanisms must not obstruct any
passenger access and egress and must satisfy Australian/New
Zealand Standard “AS/NZS.3856.2: 1998 Hoist and ramps for people
with disabilities – vehicle mounted”.

4.16 Vehicles with a seating capacity of 12 seats (bus) or more, including the
driver’s seat may be required to be fitted with appropriate warning signs
and lights in accordance with RTA technical specifications approved under
Clause 94 of the Road Transport (Safety and Traffic Management)
4.17 Drivers are required to have the following requirements:

(d) hold a current Full Driver’s Licence for the vehicle type being driven and any other authorisation required to drive that vehicle;

(e) have English language skills sufficient to enable oral communication with students, parents/carers and school staff, taking consideration of the special behavioural and medical needs of students with disability;

(f) provide a communication system, two way radio or mobile phone when providing the service;

(g) submit and pass all child protection clearance and approval requirements; and

(h) must consent to and authorise the RTA to disclose to the Department drivers licence details.

5 Schedule of rates for the provision of transport services

5.1 Respondents will be required to acknowledge acceptance of the schedule of rates payable by the Department for the provision of transport services, taking account of only those kilometres where one or more approved students are present in the vehicle (loaded kilometres). The Schedule of rates is attached at Annexure 4. The Department reserves the right to negotiate with ESP’s at the time of allocating runs that are for short distances to pay an agreed rate based on the service provided.

5.2 The Department recognises that transport runs with students who require the additional assistance of a Travel Support Officer during transit may incur additional costs in terms of time and distance. For runs where the distance travelled to pick up a Travel Support Officer en-route to pick up the first student increases the total distance travelled by more than 5km for each one way trip, an additional payment of 15% will be added to the amount payable to the ESP.

5.3 The Schedule of rates shall be subject to annual review by the Department. The annual review shall take account of the previous twelve (12) months (as at the 30 September) All Groups Consumer Price Index as published by the Australian Bureau of Statistics for Sydney. The Department shall then determine an appropriate percentage change (increase or decrease) to apply to all providers each year.
Annexure 1 to Part B – Maps of Zones
Annexure 2 to Part B – Conditions for the Establishment and Use of the Eligible Service Provider List

1. The Department of Education and Communities issued Request for Tender No. DETP1028 to create an Eligible Service Providers List for the provision of transport services to the Assisted School Travel Program. This call for expressions of interest (and any subsequent calls for expressions of interest) enables additional service providers to be added to the Eligible Service Provider List to meet service requirements for transport services to the Assisted School Travel Program.

2. Successful respondents will be placed on the Eligible Service Provider List. The ESP list will constitute a Standing Offer between the respondent and the Department.

3. The Eligible Service Provider List will remain valid for use for a Term of up to five (5) years from establishment.

4. The respondent nominated “preferred zones” of operation.

5. The information provided by the respondent was relied upon for the purposes of creating the Eligible Service Providers List.

6. Where a respondent is subsequently found to have provided false, inaccurate or misleading information, that respondent may be removed from the Eligible Service Providers List.

7. The respondent whose ABN is quoted in the submission is the organisation approved and placed on the Eligible Service Provider List. A change of ABN throughout the Term of validity of the Eligible Service Provider List, including after allocation of a Run/s and award of an Agreement will be treated as “assignment” in accordance with Agreement clause 25, and a change of ABN may result in removal from the Eligible Service Provider List and Termination of any Agreement.

8. The Department, through its Assisted School Travel Unit will utilise the Eligible Service Provider List to identify suitable service providers for the allocation of Run/s.

9. The Department will organise, allocate and re-allocate (at its discretion as required in accordance with service demand and operational requirements) Runs comprising particular groups of students within a locality or travelling to a locality or localities. Utilising the ESP List, Run allocation will take consideration of appropriate vehicle capacity and type/s, the assessed business capacity of the ESP, and the geographic location of the required service.

10. Allocation of Runs shall generally occur at the beginning of each school year or at other times as required. The allocation and acceptance of a run will result in a contractual arrangement between the Department and the ESP in the form of the Agreement template at Part D. During the Term of any awarded agreement, the Department may vary or cease any Run based on student needs, operational requirements or Service Providers performance.

11. The Department reserves the right to utilise vehicles owned and/or operated by NSW Government schools for the purposes of providing assisted school travel services for students who are enrolled at those schools. These arrangements will continue and as such, the Eligible Service Provider list will not be used for the allocation of those Runs, unless a need arises in the future.
12. The Department reserves the right to limit the number of Runs/s provided to any one Respondent where it considers the allocation of additional Run/s will impact the quality of Service provided.

13. Whilst it is the intention of the Department to utilise the Eligible Service Providers List to allocate the majority of Runs, the Department reserves the right to allocate Run/s to providers not on the Eligible Service Provider List where deemed necessary for operational purposes. This could include asking ESP’s who have nominated for a particular zone to provide service in another zone, or seeking a new provider from the open market via an Expression of Interest. This may include, but may not be limited to:

   a. Where all Eligible Service Providers within a preferred zone have been allocated Run/s and additional capacity is required.
   b. Where an appropriate provider cannot be obtained from the List to meet specific needs of a student.

14. The Department may at its discretion for operational purposes seek Expressions of Interest for service providers to be added to the Eligible Service Provider list during the period of validity of the List.

15. No provider on the Eligible Service Providers List may make a claim against the Department in the event that the Department utilises services of providers outside the Eligible Service Providers List.

16. Whilst an Eligible Service Provider may have nominated one or a number of “preferred zones”, the Department is not obliged to offer Run/s only in the “preferred zones”.

17. A provider on the Eligible Service Providers List may be offered Run/s within, or outside, it’s nominated “preferred zone”.

18. Eligible Service Providers offered Run/s, regardless of the zone, are not required to accept the offered Run/s, however, should be aware that a further Run, or a Run in the nominated “preferred zone” may not be available and/or offered.

19. The Department may vary Run/s allocated to providers on the Eligible Service Providers List. Such variation may include:-

   a. variation of the details of individual students to be transported on a Run;
   b. variation of transport address that requires the contractor to transport students to respite and after-school care facilities;
   c. the requirement for a Travel Support Officer to support an identified student’s travel needs;
   d. an increase or decrease in the number of students to be transported on a Run;
   e. an increase or decrease in the number of Runs to be provided by the Contractor;
   f. consolidation of Runs; or
   g. cancellation of allocated Runs.

20. The Department reserves the right to negotiate with Eligible Service Providers at the time of allocating runs that are for short distances to pay an agreed rate based on the service to be provided.

21. Providers placed on the Eligible Service Provider List and subsequently allocated a run acknowledge and accept that no compensation will be payable in the event that any variation to service delivery requirements results in decreased payments being made to the provider.
22. If a provider on the Eligible Service Providers List is allocated a run which is subsequently terminated for “cause” or poor performance or failure to maintain nominated vehicles at an age of 15 years or less, the provider may be removed from the Eligible Service Provider List. Providers placed on the Eligible Service Provider List acknowledge and accept that no compensation will be payable to providers removed from the List for such reasons.

23. The Department and the Eligible Service Provider acknowledge that any Eligible Service Provider placed on the Eligible Service Provider List is so placed based on compliance and capacity requirements as assessed at the time of submission of a response to this call for expressions of interest. The Department acknowledges that the Eligible Service Provider’s compliance and capacity may change during the Term of validity of the Eligible Service Provider List. Compliance and capacity may be subject to review by the Department throughout the Term of validity of the List. Additional information provided by an Eligible Service Provider throughout the Term of validity of the List combined with the Department’s Performance Reports will be utilised in determining any revised Eligible Service Provider compliance and capacity.

24. Any Respondents whose vehicles or proposed services are subject to the provisions of the Passenger Transport Act 1990 (NSW) will be taken, by responding to this RFT, to have satisfied themselves that they will be able to comply with all relevant provisions of that and other legislation. Respondents appointed to the ESP list who are subsequently or at any time found not to be complying with relevant legislation may be removed from the ESP List.

25. Any provider on the Eligible Service Providers List allocated a run must enter into a contract with the Department to provide relevant services upon the terms and conditions in the form of Agreement as set out in EOI Part D.
Annexure 3 to Part B - Proof of Identity Checklist

To ensure that drivers identify themselves appropriately they should provide one certified true and unaltered copy document from each of the following lists.

List 1

- Full birth certificate (showing parental details);
- Australian passport or document of identity issued by the Australian Passport Office that expired within the last two years;
- Current overseas passport;
- Australian naturalisation or citizenship document or immigration papers issued by the Commonwealth Department of Immigration and Multicultural Affairs;
- Current driver photo licence issued within Australia; or
- Current photo identity card issued by the Department of Foreign Affairs and Trade.

List 2

- Current Medicare card, pensioner Concession Card, Department of Veterans Affairs entitlement card or any other current entitlement issued by the Commonwealth Government;
- Current credit card, or account card from a bank, building society or credit union, or a passbook or account statement up to one year old;
- Telephone, gas or electricity bill up to one year old;
- Water rates notice, council rates or land valuation notice up to two years old;
- Electoral enrolment card or other evidence of enrolment up to two years old;
- Armed services discharge document up to two years old
- Current student identity card, or a certificate or statement of enrolment up to two years old from an educational institution.

At least one of the documents should show the applicant’s signature and their current address.

All original documents must be sighted and certified by a Justice of the Peace.

The suitable wording for certification of the copy would be “I certify this is a true and unaltered copy of the original”. The certification statement is to be written on the copy and then signed by the Justice of the Peace verifying the certification, printing their name and position held.
### Annexure 4 to Part B - Schedule of Rates payable for ASTP Services

#### ASSISTED SCHOOL TRAVEL PROGRAM - SCHEDULE OF DAILY RUN RATES (GST Exclusive) – 2012

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<th>Maxi Bus</th>
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The schedule of rates reflects daily payments for transport services (runs), based on loaded kilometres travelled for both morning and afternoon journeys combined. Payments will be calculated on the distance from the point of collection of the first student to the point of arrival of the last student. For runs with a Travel Support Officer that require a driver to travel more than an additional 5km to the point of collecting the first student, a loading of 15% in addition to the km rate will apply.

**Call for EOI DETPR-20-11**

---

### Payment Calculation Example - 215km Mini Bus run:

<table>
<thead>
<tr>
<th>Km's</th>
<th>Sedan</th>
<th>People Mover</th>
<th>Mini Bus</th>
<th>Maxi Bus</th>
<th>Wheelchair 1-3</th>
<th>Wheelchair 4+</th>
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<tbody>
<tr>
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<td>$304.13</td>
<td>$308.39</td>
<td>$308.89</td>
</tr>
</tbody>
</table>

The total payment per day for 215km Mini bus run is $247.15.
FORM 1 - DRIVER/RELIEF DRIVER DETAILS FORM

Photocopy or print this form and submit a completed form for each person nominated as a driver and/or a relief driver

PRIVATE NOTICE
The information provided by the respondent is being obtained for the purpose of determining the eligibility to provide transport services for the Department of Education and Communities.

The information will be provided to other government agencies and units of the Department to undertake background checks for child protection purposes.

Provision of this information is voluntary. It will be stored securely. If you do not provide all or any of this information, the response may be declined. If this response is successful, your response may be may corrected or updated with any personal information at any time by contacting the Assisted School Travel Unit on telephone 1300 338 278.

Driver/Relief Details (to be completed by each driver and relief driver)

<table>
<thead>
<tr>
<th>Name</th>
<th>Surname</th>
<th>Given Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous names / Aliases</td>
<td>Surname</td>
<td>Given Names</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Please tick</th>
<th>Male</th>
<th>Female</th>
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</thead>
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<table>
<thead>
<tr>
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<th>Place of birth</th>
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<tbody>
<tr>
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<td>City, state and country</td>
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</table>

<table>
<thead>
<tr>
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<table>
<thead>
<tr>
<th>Preferred Contact phone no. when providing Service</th>
<th>Driver licence details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Driver Licence No</td>
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</table>

Have you previously been engaged as a driver providing services to the Department of Education and Training? YES/NO

If YES, please indicate the schools involved and the length of time

Please describe any other relevant experience (a separate statement may be attached if additional space is required)

DRIVER CERTIFICATION AND AUTHORISATION

I certify that the information given in this form is true and correct. I authorise the NSW Department of Education and Communities to undertake a criminal check and any other necessary checks and I understand that certain records may preclude my involvement in the provision of Services for the Assisted School Travel Program.

I have read the NSW Department of Education and Communities’ Child Protection Policies: “Protecting and Supporting Young People” and “Responding to Allegations against Employees” located on the Internet at: www.det.nsw.edu.au/policies.

I understand that as a participant in child-related employment, it is my responsibility to:

2. Comply with the Department’s Child Protection policies.

<table>
<thead>
<tr>
<th>Name (Block letters)</th>
<th>Signature</th>
<th>Date</th>
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</table>
FORM 2 - DECLARATION AND CONSENT FORM
ASSISTED SCHOOL TRAVEL PROGRAM

All parties who wish to be engaged by the Department of Education & Communities to provide contracted services under the Assisted School Travel Program are required to undergo a National Criminal History Check and a Working with Children Check.

All fields must be completed. Please use block letters.

Family name: _________________________________________________________________________
First name: ______________________ Other given name(s): ___________________________________
Previous names/aliases - First name(s) and Family name(s): ____________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Date of birth: ____________________ (DD/MM/YYYY) Gender: (Please tick)    Male   Female
Place of birth: Town:_______________ State:__________________ Country: ______________________
Residential Address: Street: ______________________________________________________________
Suburb/Town: State:  Postcode: ___________
Contact telephone number: Mobile:  Email: ___________

If you use one of these documents to verify your identity, please fill in these details:

Driver’s licence:   Issuing Agency_______________                                         Number______________
Firearms licence: Issuing Agency_______________                                         Number______________
Passport: Type_______________Issuing Country________________             Number______________

Title of position applied for: ______________________________________________________________
Contract employer’s business name: __________________________________________________________

It is an offence for a prohibited person to apply for, attempt to obtain, undertake or remain in child-related employment, or to sign this declaration.

A prohibited person is a person who is convicted of the following (whether in NSW or elsewhere):
  • murder of a child;
  • serious sex offence, including carnal knowledge;
  • child-related personal violence offence (an offence committed by an adult involving intentionally wounding or causing grievous bodily harm to a child);
  • indecency offences punishable by imprisonment of 12 months or more;
  • kidnapping (unless the offender is or has been the child’s parent or carer);
  • offences connected with child prostitution;
  • possession, distribution or publication of child pornography; or
  • attempt, conspiracy or incitement to commit the above offences.

A prohibited person includes a Registrable person under the Child Protection (Offenders Registration) Act 2000.

A conviction includes a finding that the charge for an offence is proven, or that a person is guilty of an offence, even though the court does not proceed to a conviction.

Details of these offences can be found online at http://kids.nsw.gov.au/ [Guidelines/FactSheet 1].

DECLARATION

I am the applicant named in this form. All information in this form, and identification documents provided for this application, are true and correct. I understand that if I have provided false or misleading information it may result in a decision not to employ me, or, if already employed, may lead to my dismissal.

I have not omitted any names or aliases that I use or used in the past.

I have read and understood the contents of this form and the relevant information at http://kids.nsw.gov.au/ [Guidelines/FactSheet 1]. I declare that I am not a prohibited person under the Commission for Children and Young People Act 1998 and I understand that it is an offence for a prohibited person to seek child-related employment.

I am aware that if I am considered for a position providing contracted services to the Assisted School Travel Unit, a National Criminal History Check AND a Working with Children Check will be undertaken to determine my suitability for engagement under the contract and for working with children, including:
1. National Criminal History Check for all convictions vetted in accordance with the 
   Criminal Records Act 1991 or, if a Commonwealth offence, the Commonwealth Crimes Act 1914.

2. National criminal record check for charges and/or convictions (including spent convictions) for:
   - any sexual offence (including but not limited to, sexual assault, acts of indecency, child
     pornography, child prostitution and carnal knowledge);
   - any child-related personal violence offence;
   - any assault, ill treatment or neglect of, or psychological harm to, a child and any registrable
     offence;
   - an offence punishable by imprisonment for 12 months or more.

I understand that this check includes convictions or charges that may have not been heard or finalised by a court;
or are proven but have not led to a conviction; or have been dismissed, withdrawn or discharged by a court.

3. Check for relevant Apprehended Violence Orders taken out by a police officer or other public
   official for the protection of a child or children; and

4. Check for relevant employment proceedings notified to the Commission for Children and
   Young People under the Commission for Children and Young People Act 1998.

CONSENT

I consent to these checks being conducted and consent to the Commission for Children and Young People or an
Approved Screening Agency obtaining any relevant record identified by these checks and any additional
information relating to that record from sources such as courts, police, prosecutors and past employers to enable
a full and informed risk assessment. I consent to these sources disclosing information relating to these records to
the Commission for Children and Young People and/or Approved Screening Agency.

I acknowledge that:
- the information obtained during the Working with Children Check and National Criminal
  History Check, including this consent, may be collected and used by and/or disclosed to the
  Commission for Children and Young People or an Approved Screening Agency for relevant
  purposes or as otherwise required by law;
- the Commission for Children and Young People and Approved Screening Agencies may
  share the information obtained during the Working with Children Check for the purposes of the Working
  with Children Check;
- the outcome of a Working with Children Check assessment process will be provided to Assisted
  School Transport Unit;
- the information obtained as part of any suitability assessment process will be provided to the
  Assisted School Transport Unit;
- my relevant records under the Commission for Children and Young People Act 1998, will not
  be released to my current or prospective employers;
- any information obtained as part of this process may be used by Australian Police Services
  for law enforcement purposes, including the investigation of any outstanding criminal
  offences; and
- the information provided may be referred to the Commission for Children and Young People
  and/or to NSW Police for law enforcement purposes and for monitoring and auditing
  compliance with the procedures and standards for the Working with Children Check in accordance
  with Section 36 (1)(f) of the Commission for Children and Young People Act 1998.

Name: ______________________________________________________________________________

Signature: ____________________________________________________________________________ Date: ____________________________________________________________________________
ASSISTED SCHOOL TRAVEL UNIT
DECLARATION FOR CRIMINAL HISTORY RECORD CHECK

Section 1 – Personal Details of applicant:
First name: ________________________________ Surname: ________________________________
Former name: __________________________ (if applicable)
Telephone number: ________________________ (Home) ________________________________ (Mobile)

Section 2 – Declaration and certification by applicant:
In respect to my criminal history record I have had: Place X in the box (as applicable) below

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Applicants should note:
1. Approval to provide assisted school travel services for the NSW Department of Education and Communities, Assisted School Travel Unit will not be given if you have not completed this declaration.
2. Criminal record checks are undertaken on each applicant for driver, relief driver, operator, travel support officer and relief travel support officer duties.
3. In some instances such checks may result in approval to provide assisted travel services not being given.
4. If a statement made by you is found to be false or misleading you will not be engaged to provide assisted school travel services.
5. Records under Section 556a of the Crimes Act 1990 and any charges pending a court hearing appear on the criminal history record check.

I certify the accuracy of the above information and have read and understood points 1 to 5 listed above. I also understand that the existence of a criminal record may impact on the Department’s assessment of my suitability to be engaged to provide assisted school travel services.

_________________________________________ /___/____
Signature of applicant Date

Privacy Notice:
The information provided by you is being obtained by the Department of Education and Communities for the purpose of assessing your suitability to be engaged to provide assisted school travel services. This information may be disclosed to the NSW Police Service and the Commission for Children and Young People for the purpose of conducting checks. If you do not provide this information your application to provide assisted school travel services will not be progressed.

All information will be stored securely. You may apply to correct any personal information by contacting the Assisted School Travel Unit on 1300 338 278.
FORM 3 – DRIVERS LICENCE CONSENT FORM
Department of Education and Communities
Assisted School Travel Program

Consent to Driver Licence Checks and Disclosure of Information

The Department of Education and Communities (DEC) through its Assisted School Travel Unit (ASTU) needs to check driver licensing information for proposed and existing assisted school travel drivers. These checks cannot be made without your consent.

In addition DEC may need to communicate relevant information about those checks to the relevant Operator* if DEC has any concerns about the validity, currency or suitability of your driver licence arising from the driver licence check.

- For the purposes of this form, Operator means the individual or corporation who has agreed with DEC to provide the service of assisted school travel (including the permitted assignee and legal personal representative and partners of such person where the person has entered that agreement on behalf of a partnership).

Your consent for the licence check and disclosure of information by DEC should DEC consider it necessary is voluntary. If you do not consent then DEC may not be able to authorise you to be engaged to provide transport services to DEC.

1. Contact details of organisation requesting licence holder’s consent:

   Name: Department of Education & Communities
   Assisted School Travel Unit

   Address: Locked Bag 9
     Wollongong East NSW 2520

   Representative’s Name:
   Catherine Naismith
   Manager, Assisted School Travel
   Telephone: 1300 338 278

2. Name of Assisted Travel Operator engaging driver:

   Operators Name:

3. Licence Holder’s Consent:

   The information requested below must correspond with the details on your NSW Driver's Licence.

   Family Name (please print)

   Given Names (all names are required-please print)

   Driver’s Licence Number

   Card Number

   Licence Class

   Declaration:
   I consent to and authorise the Roads and Traffic Authority disclosing to Department of Education and Communities my motor vehicle driver licence details from time to time for the purposes of the Assisted School Travel Program.
   In addition I consent to and authorise DEC disclosing to a relevant Operator information about the results of the driver licence check, should DEC hold concerns about the validity, current or suitability of my driver licence arising from the driver licence check.

   Signature

   Date
   /    /    
   day  month  year
**Form 4 – Consent to Vehicle Checks Form**

**Department of Education and Communities**

**Assisted School Travel Program**

**Consent to Vehicle Checks and Disclosure of Relevant Information**

The Department of Education and Communities (DEC) through its Assisted School Travel Unit (ASTU) needs to check vehicle registration information for proposed and existing vehicles to be used in respect of the Assisted School Travel Program. Vehicle registration checks include a check of the registration status.

In addition, DEC may need to communicate relevant information about those checks to the relevant Operator if DEC has any concerns about the registration of suitability of the vehicle arising from the vehicle registration check.

- For the purposes of this form, Operator means the individual or corporation who has agreed with DEC to provide the service of assisted school travel (including the permitted assignee and legal personal representative and partners of such person where the person has entered that agreement on behalf of a partnership).

These checks cannot be made without your consent. Your consent for the check and relevant disclosure by DEC if DEC considers it necessary is voluntary. If you do not consent then DEC may not be able to engage you to provide transport services to DEC.

1. **Organisation requesting consent:**
   
   Department of Education and Communities
   
   Assisted School Travel Unit
   
   Locked Bag 9
   
   Wollongong East NSW 2520

   **Representative’s name:**
   
   Catherine Naismith
   
   Manager, Assisted School Travel

   **Telephone:** 1300 338 278

2. **Vehicle Owner’s Name (in the case of an organisation):**

3. **Vehicle Owner’s Name: (in the case of a person)**
   
   The information requested below must correspond with the details on the registration papers.

   **Family name (please print):**

   **Given names (all names are required - (please print):**

4. **Vehicle details:**
   
   **Plate Number (Registration number):**

   **AND** all other motor vehicles of which I am the registered operator from time to time.

**Declaration:**

I consent to and authorise the Roads and Traffic Authority disclosing to Department of Education and Communities my motor vehicle registration and motor vehicle details from time to time for the purposes of the Assisted School Travel Program.

In addition, I consent to and authorise DEC disclosing to a relevant Operator information about the results of the vehicle registration check, should DEC hold concerns about the registration or suitability of the vehicle arising from the vehicle registration check.

**Signature**

**Date**

day month year
This form is to be completed by you, the respondent.

FORM 5 - CHILD PROTECTION SLIP

I have read the NSW Department of Education and Communities’ Child Protection Policies: “Protecting and Supporting Young People” and “Responding to Allegations against Employees” located on the Internet at: www.det.nsw.edu.au/policies.

I understand that as an employer engaging people in child-related employment, it is my responsibility to:

- Be aware of the NSW Child Protection legislation;
- Comply with the Department’s Child Protection policies; and
- Ensure that the people I employ to work with children are aware of the Child Protection policies, understand them, and adhere to them.

Name: ____________________________________________________________

Signature: _____________________________

Date: / /2011
DEED OF AGREEMENT made this ................................ day of ................................ 20 .......

BETWEEN ................................................................. ABN ..................................................

“You”

AND The STATE OF NEW SOUTH WALES
through its Department of Education and Communities
(“the Department”) (ABN 40-300-173-822)

BASIS OF AGREEMENT

1) (a) Under a contract between You and the Department, You have agreed to supply services to the Department, and the Department has agreed to pay You for those services.

(b) The supply of those services may be a taxable supply within the meaning of the Goods and Services Tax (GST) legislation.

(c) If so, You are required to provide the Department with a tax invoice within the meaning of that legislation, unless there is an agreement between You and the Department whereby the Department issues itself and You with a Recipient Created Tax Invoice (RCTI) within the meaning of the legislation.

THE AGREEMENT

2) You and the Department agree that the Department will issue an RCTI in respect of any taxable supply made by You to the Department.

3) In signing this Deed of Agreement, You warrant that you are registered with an Australian Business Number (ABN) and GST registration and will supply evidence of that when requested.

4) You agree that You shall notify the Department should you cease to be registered for GST.

5) In signing this Deed of Agreement, the Department warrants that it is registered with an ABN and for GST.

6) the Department agrees that it will notify You should it cease to be registered.

7) You agree that the Department shall issue a recipient created tax invoice for each taxable supply that you have, or will make to the Department.

8) You agree that You will not issue any document that may be considered a tax invoice after the date this agreement is signed.
9) The Department agrees that it will issue You with a RCTI within 28 days of determining the value of the supply.

10) The Department will supply an adjustment note should the value of the supply change at any stage. A copy of that adjustment note will be supplied to You within 28 days of that adjustment being determined.

11) The department agrees to indemnify You in respect of any liability for GST and any penalty which may arise from an understatement payable on any supply that You make to the Department in respect of GST and for which a recipient tax invoice shall be issued.

12) You and the Department will cease to have any obligation under this Deed of Agreement in relation to anything that occurs after the happening of either:

   a) You giving the Department notice in writing that you have ceased to be registered for GST; or

   b) The Department giving you notice in writing that the Department has ceased to be registered for GST; or

   c) You giving the Department notice in writing that You no longer want this deed of Agreement to apply; or

   d) the Department giving You notice in writing that the Department no longer wants this Deed of agreement to apply.

**Executed as a Deed**

_________________________________   ________________________________
(signature)  (signature of witness)

Manager, Assisted School Travel
for and on behalf of the Department

_________________________________   ________________________________
(signature)  (signature of witness)

and by You
**CHECKLIST**

**BEFORE YOU SUBMIT YOUR RESPONSE, PLEASE CHECK YOUR RESPONSE TO ENSURE THAT YOU HAVE DONE EVERYTHING REQUIRED:**

<table>
<thead>
<tr>
<th>Part C, Section 1 <em>(All respondents)</em></th>
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<tr>
<td>Have you answered all the questions in Section 1?</td>
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<th>Part C, Section 2 <em>(More than 1 Run)</em></th>
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<td>Have you answered all capacity questions in Section 2?</td>
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<td>Have you provided all your Subcontractors’ detail as required in Section 2?</td>
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<td>Have you attached to your response your accountant’s statement?</td>
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<th>Part C, Section 3 <em>(over 5 Runs)</em></th>
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<td>Have you provided details of all aspects of your management capacity?</td>
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<th>Part C, Section 4 <em>(All respondents)</em></th>
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<td>Have all drivers and relief drivers completed the following forms and have they been attached to your response:—</td>
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<td>Form 1 Driver/Relief Driver Detail Forms; and Form 2 Declaration and Consent Forms for Employment Screening and Declaration for Criminal History Record Check Form 3 Drivers Licence Consent Form</td>
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<td>Have you completed Form 4 Vehicle Registration Details consent for each vehicle you intend to use in the delivery of services for the ASTP?</td>
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<td>Have all drivers and relief drivers attached their identification to their Declaration and consent forms?</td>
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<tr>
<td>Have you completed and signed Form 5 - Child Protection Slip?</td>
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<tr>
<td>Have you completed and signed Form 6 - Deed of Agreement for Recipient Created Tax Invoice?</td>
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<tr>
<td>Have you checked to see if there was any Addendum to the EOI?</td>
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If you are submitting in hardcopy, have you photocopied your entire response and marked them “Original” and “Copy”?

If you are submitting electronically, have you uploaded all supporting documentation or printed your Supporting Documentation (including Section 4) and marked them “Original” and “Copy” and submitted the original as hard copy marked “SUPPORTING DOCUMENTATION – EOI No. DETPR-20-11”.

Proactively released by the Department of Education and Communities under the GIPA Act 2009
RESPONSE EOI NUMBER: DETPR-20-11

EXPRESSION OF INTEREST (EOI) FOR THE PROVISION OF SERVICES FOR NSW DEPARTMENT OF EDUCATION AND COMMUNITIES’ ASSISTED SCHOOL TRAVEL PROGRAM -ADDITION OF PROVIDERS TO THE ELIGIBLE SERVICE PROVIDER LIST - PERIOD: 1 JANUARY, 2012 to 31 DECEMBER 2016

Further assistance regarding this requirement may be obtained from the Assisted School Travel Program EOI Response Officer at astp.enquiries@det.nsw.gov.au

EOI NUMBER: DETPR -20-11
CLOSING DATE: 3.30 PM TUESDAY, 29 NOVEMBER, 2011

LODGEMENT OF EXPRESSION OF INTEREST:

Electronic Tender

If you are lodging an electronic tender, the tender is to be lodged through the NSW Department of Services, Technology and Administration eTendering website at https://tenders.nsw.gov.au/dsta - refer Part A, clause 3.3

If you have supporting documentation that can’t be electronically submitted please submit in hard copy at the address nominated below for hard copy tenders, but the documentation must have the additional endorsement: “SUPPORTING DOCUMENTATION - EOI No. DETPR -20-11” along with your name and ABN.

Hard copy (paper copy)

If you are lodging a hard copy (by paper) tender and /or supporting documentation, place your tender in a plain envelope and address the envelope as follows:

Department of Education and Communities Tender Box
ASTP EOI Response - DETPR -20-11
Level 2
151 Clarence Street
SYDNEY NSW 2000

This response document has been designed for ease of evaluation. Respondents are specifically requested to provide the information in the format and spaces provided. Please do not attach covering letters or additional unrequested information. Please do not refer to attachments in your response. If additional space is required for your response, insert a new page behind the page where the information is requested.

This response is invited by the NSW Department of Education and Communities
**HOW TO COMPLETE THIS RESPONSE**

The information that you provide in this Part and its attachments will be used in the assessment of Tenders. Please make sure you that you answer all questions and provide all information requested. Please insert additional pages, where necessary, behind the page where the relevant information is requested.

References to “you” in this Part means the respondent and all responses given will be taken to be responses of the respondent. Throughout this Part all references to number of Run/s tendered shall mean the number of Run/s for which you are tendering to be eligible.

If you are you requesting to be eligible for a single transport service (Run), complete Sections 1 and 4 only. You DO NOT have to complete Sections 2 and 3.

If you are requesting to be eligible for between two and five Runs, complete Sections 1, 2 and 4 only. You DO NOT have to complete Section 3.

If you are requesting to be eligible for more than five Run/s complete ALL Sections.

You CANNOT submit 2 Responses using the same ABN number. If you do this the responses will be considered as one.

**OTHER INFORMATION**

Many of the questions in this document will include instructions to assist you in completing your response. These instructions will be in italics.

**WHEN YOU HAVE FINISHED**

**Electronic Submission.**

Lodge your response electronically in accordance with the instructions on the e-tendering website.

**Hard-copy (paper copy) tender**

When you have finished filling in the tender and checked that nothing is missing:
- Photocopy every page, so that you have a full copy.
- On the original document write at the top "ORIGINAL".
- Send or deliver the original to the Tender Box at the address on Page 1.
- On the copy write at the top "COPY" and retain the copy for your reference.
### Part C - Response to Assisted School Transport EOI

#### Section 1. RESPONSE

1. **1.1 Respondent's Trading Details**
   - Trading Name
   - Registered Business Address
   - Address Line 2
   - Suburb/Town
   - Postal Address
   - Address Line 2
   - Suburb/Town
   - Telephone
   - ABN
   - Registered for GST (write Yes or No)

2. **1.2 Respondent's Details**
   - First Name
   - Surname
   - Email Address
   - Mobile Phone No

3. **1.3 Bank Account Details**
   - Bank Name
   - Branch
   - BSB
   - Address
   - Account Name
   - Account Number
1.4 Additional Information required from the Respondent

1.4.1 Are you a current provider of student transport services to the Department? (select Yes or No)  
Answer 1.4.1

1.4.2 How Many Runs are you tendering to be eligible for? (write number of Runs)  
Answer 1.4.2

1.4.3 How many years of experience do you have providing this or similar service? (write number of years)  
Answer 1.4.3

1.4.4 Do you currently provide transport service to community organisations? (select Yes or No)  
Answer 1.4.4

1.4.5 Would you be interested in offering transport services to community organisations based on your tendered rates, at times when your vehicle is not required for the purpose outlined in this tender? (select Yes or No)  
Answer 1.4.5

1.4.6 If you provide transport assistance to community organisations please provide the name of the organisation/s you currently provide transport assistance to?  
Answer 1.4.6

1.4.7 Please confirm that no child will be used in the delivery of the services (refer Part A Clause 13.15 (Select Yes or No))  
Answer 1.4.7

1.5 Schedule of Rates

1.5.1 Do you acknowledge and accept that the Department will pay Eligible Service Provider’s for the provision of transport services in accordance with the schedule of rates for each vehicle category (as detailed in Part B, Annexure 4 of this EOI) taking account of those kilometres (loaded kilometres) where one or more approved students are present in the vehicle? (write yes or no)  
Answer 1.5.1

Please note: If you answer No to this question, your EOI response will be deemed non-compliant and no further consideration will be given to your response.

ADDENDUMS TO THIS EOI AFTER ISSUE

Sometimes the Department will issue written changes to the RFT. These changes are called Addendums. If there have been any Addendums to this EOI after the issue of this EOI, please indicate below that you have read and allowed for the Addendum in your Tender.

There has been no addendums issued (select Yes or No)  
Addendums

I acknowledge receipt of and have considered the information contained in the Addendums in preparing my tender response (select Yes or No) and then enter how many addendums)  
Acknowledge Addendums

How many Addendums?
1.6 Preferred Zones

(Please tick the appropriate boxes for the zone/s in which you would prefer to work. The zone/s refer to Runs going to schools located within each zone. Note that some runs may cross zones en-route, depending on where students live)

1.6.1 Greater Sydney Metropolitan Zones

(tick the Zone(s) you wish to be considered for)

☐ Bankstown
☐ Blacktown
☐ Bondi
☐ Campbelltown
☐ Central Coast/ Gosford
☐ Fairfield
☐ Granville
☐ Hornsby
☐ Lake Macquarie
☐ Liverpool
☐ Maitland
☐ Mount Druitt
☐ Newcastle
☐ Northern Beaches
☐ Parramatta
☐ Penrith
☐ Port Jackson (Inner West)
☐ Ryde
☐ Shellharbour
☐ St George
☐ Sutherland
☐ Windsor
☐ Wollongong

1.6.2 Country Zones

(tick the Zone(s) you wish to be considered for)

☐ Albury
☐ Armidale
☐ Batemans Bay
☐ Bathurst
☐ Bourke
☐ Broken Hill
☐ Clarence/Coffs Harbour
☐ Deniliquin
☐ Dubbo
☐ Griffith
☐ Lismore
☐ Moree
☐ Muswellbrook
☐ Orange
☐ Port Macquarie
☐ Queanbeyan
☐ Tamworth
☐ Taree
☐ Tweed Heads/ Ballina
☐ Wagga Wagga
### 1.7 Vehicle Details

You need to complete one row for each vehicle, including relief vehicle/s. If you are a sole operator tendering to be eligible for one Run you need to complete two rows, 1 for your usual vehicle and 1 for your relief vehicle. If you have more vehicles than can fit in the space provided please use the additional page provided in the RFT documentation and insert details until you have entered all vehicles intended for use. If you do not have a vehicle at the time of the tender submission leave out the vehicle registration, however you must include the details of the type of vehicle you intend to use in the provision of the services. If you do not have a vehicle or relief vehicle when submitting this EOI you must provide an explanation of how you intend to acquire the type of vehicle/s nominated by completing section 1.7.3.

#### 1.7.1 Vehicles without wheelchair capability

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<tr>
<th>No</th>
<th>Vehicle Registration Number</th>
<th>Vehicle Type (answer, A,B,C,D as per price schedule)</th>
<th>Usual or Relief vehicle (answer usual or relief)</th>
<th>Total Seats (not including Driver)</th>
<th>Vehicle Registration Type (Business or Private Use)</th>
<th>Vehicle Make</th>
<th>Vehicle Model</th>
<th>Vehicle Age (as at Jan 2012)</th>
<th>Drivers Name</th>
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### 1.7.2 Vehicles with Wheelchair Capacity

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<th>No</th>
<th>Vehicle Registration Number</th>
<th>Wheel Chair Capacity 1-3 (enter number of capacity)</th>
<th>Wheel Chair Capacity 4+ (enter number of capacity)</th>
<th>Usual or Relief Vehicle (write Usual or Relief)</th>
<th>Number of addition seats when wheelchair set up</th>
<th>Number of regular seats when wheelchair not set up</th>
<th>Vehicle Make</th>
<th>Vehicle Model</th>
<th>Vehicle Age (as at Oct 2010)</th>
<th>Vehicle Registration Type (Business or Private Use)</th>
<th>Drivers Name</th>
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### 1.7.3 Explanation of intent to acquire vehicles

Please provide detail on how you intend to provide usual vehicles and relief vehicles if you do not currently have the required vehicle at the time of submitting your EOI. This may include details of intended purchase or hire arrangements if required.
## 1.8 Driver and Relief Driver Details Summary

<table>
<thead>
<tr>
<th>No</th>
<th>Drivers Surname</th>
<th>Drivers First Name</th>
<th>Usual or Relief Driver (answer Usual or Relief)</th>
<th>Current Approved Department Driver (Yes or No)</th>
<th>If Yes which Company was the driver employed with when approved by the Department?</th>
<th>Number of years providing service to the Department</th>
<th>Number of years providing similar service but not to the Department</th>
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## 1.9 Compliance Requirements

1.9.1 Compliance Requirements. Please answer "Yes" or "No" to the following questions.

1. Do you and your Subcontractors (if applicable) have Public Liability Insurance to the value of $20 million which covers all Personnel utilised in providing the Service?  
   Answer 1

2. Do you and your Subcontractors (if applicable) have Workers Compensation Insurance covering all employees?  
   Answer 2

3. Do you have email and internet facilities?  
   Answer 3

4. Are all vehicles intended for use under this Program registered for "business use"? (If no, provide details of vehicle usage hereunder in part 1.9.2 for vehicles registered for substantially private use)  
   Answer 4

5. Do all vehicles intended for use under this Program have comprehensive motor vehicle insurance for "business use"?  
   Answer 5

6. Are all vehicles intended for use under this Program less than 15 years old?  
   Answer 6

7. Are all vehicles intended for use under this Program fitted with restraints that comply with Australian Standards and Design Rules?  
   Answer 7

8. Do all vehicles intended for use under this Program have functioning locking devices fitted to doors?  
   Answer 8

9. Are all vehicles intended for use under this Program fitted with air conditioning?  
   Answer 9

10. Do all passenger sedans intended for use under this Program have a minimum of 4 doors?  
    Answer 10

11. Do all vehicles intended for use under this Program have Engineering Certificates as required?  
    Answer 11

12. If you offer a bus, does or will the bus have appropriate warning signs (if required)?  
    Answer 12

13. Do all drivers offered for use have a current Full driver's licence for the nominated vehicle type?  
    Answer 13

14. Do all drivers have English language skills as required under Part A?  
    Answer 14

15. Do you agree to comply with all the Conditions of Participation at Part A?  
    Answer 15

16. In completing the Responser have you complied with, and do you agree to maintain compliance with, the Code of Practice for Procurement for the Term of any Agreement awarded and provide evidence of compliance when requested by the Department during the Term of the Agreement?  
    Answer 16

17. Do you currently comply with OHS&R statutory obligations and do you undertake to continue to do so for the Term of any Agreement awarded?  
    Answer 17

18. Do you accept the Conditions for Use of the Eligible Service Provider List as detailed at Part B, Annexure 2?  
    Answer 18

19. Do you agree to comply with the Agreement conditions as detailed at Part C and should you be awarded any Runs agree to maintain compliance with the Agreement conditions for the duration of any Agreement and provide evidence of compliance when requested by Assisted School Travel Unit during the Term of the Agreement?  
    Answer 19

20. Have all drivers, relief drivers and the respondent completed and included in the tender response signed forms found in Part C, Section 4.  
    Answer 20

I, ___________________________ (insert respondent’s name)
confirm that all answers provided to this Section 1 Paragraph 1.9 are true and correct and should any of the information provided be found to be false or misleading, Eligible Service Provider status may be withheld or withdrawn.

Signed: ___________________________  
Name: ___________________________  
Date: ___________________________

If you are submitting an electronic submission confirm all questions in Section 1 Paragraph 1.9 as correct by inserting (Yes or No)  
Please write (Yes or No) ___________________________
1.9.2 If you answer "No" to any of the questions at Section 1.9, please provide full details below, including details of your circumstances and (if applicable) when and how compliance with the tender requirements will be met.

Answer Why Compliance in Section 1.9 was answered No (indicate question number and details)
1.10 Previous Experience

Previous experience in the provision of Student Transport Services

Please provide details of services provided to the Department or similar services previously provided by you including the number of years providing these services.

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Experience (description)</th>
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</thead>
<tbody>
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</table>
### 1.11 Respondent’s Referee Details

Please nominate below details of three referees for similar work previously performed by you, e.g. school principal, parents, others to whom you provide similar services (Note: Do not nominate the Department or its Assisted Shool Travel Unit as your referee).

**Referee Number 1**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Surname</th>
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Company

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<th>Number of years you have provided this service to Referee</th>
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<th>Telephone Number: Home</th>
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**Referee Number 2**

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<th>First Name</th>
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**Referee Number 3**

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Company

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<th>Telephone Number: Mobile</th>
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1.12 ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

If submitting a hard copy Tender, only complete Section 1.12.2. If submitting an electronic tender only complete 1.12.3.

1.12.1 Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the NSW Government Code of Practice for Procurement (the Code); that you will comply with the Code; and that you agree to report to the Department any breaches of the Code for the duration of any Agreement arising from this Tender.

1.12.2 I affirm that this is my Response to supply the Service sought in the EOI in accordance with the conditions of the EOI except if expressly amended in my Response, and that the information given in my Response is true and correct.

________________________
Print Name and Title

________________________
Signature of respondent (if an individual)

OR

________________________
Signature of authorised officer of respondent

OR

________________________
Signature of partner completing tender on behalf of partnership

1.12.3 If submitting an electronic Response, do you acknowledge and accept that electronic submission of the Response in accordance with the requirements of the EOI and any conditions of the NSW Department of Education and Communities responses website is sufficient to verify and affirm that this is your Response to supply the Service in accordance with the conditions contained in Part B, Annexure 4 of this EOI and that the information contained in your Response is correct?

Note that such acknowledgment and acceptance, by stating “Yes”, is necessary for your Response to be considered.

1.12.3 Answer (Yes or No)
Section 2. - RESPONDENT'S CAPACITY AND SUB CONTRACTING

(Only complete this section if you are tendering to be eligible for more than one Run. If you are tendering to be eligible for more than one Run and you do not complete this section you will be deemed to have the capacity for one Run only.)

2.1 Sub Contractors

(Please note that it is not permitted to sub-contract any service more than one level and only with the agreement of the Department in respect to approved subcontractors - refer Part B Clause 4.13 (b)

2.1.1 Is there any part of the Service to be provided through sub-contracting? (write Yes or No)  

(If you answer "yes" to 2.1.1 you are required to provide the details for each sub-contractor in the table at 2.1.2)

2.1.2 Sub Contractor Details

<table>
<thead>
<tr>
<th>Sub Contractor Company Name</th>
<th>Sub Contractor ABN</th>
<th>Registered for GST (write Yes or No)</th>
<th>Sub Contractor Contact Name</th>
<th>Sub Contractor Contact Phone Number</th>
<th>Sub Contractor Address</th>
<th>Details of the Services to be subcontracted and the number of Runs (If applicable)</th>
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</table>
2.2 CAPACITY OF RESPONDENT TO OPERATE MULTIPLE RUNS

(Only complete this section if you are tendering to be eligible for more than one Run. If you are tendering to be eligible for more than one Run and you do not complete this section you will be deemed to have the capacity for one Run only. Please ensure the numbers entered in the questions at 2.2.1 match your numbers entered in Section 1.)

2.2.1 Vehicles and Drivers Capacity Summary

2.2.1.1 How many Runs are you seeking to be eligible for? Answer 2.2.1.1

2.2.1.2 What is the Total number of vehicles you intend to use to provide services? Answer 2.2.1.2

2.2.1.3 How many vehicles are owned/leased by you? Answer 2.2.1.3

2.2.1.4 How many vehicles will be sourced via a sub contracting arrangement? Answer 2.2.1.4

2.2.1.5 What is the total number of drivers to be used by you to deliver the service? Answer 2.2.1.5

2.2.1.6 How many drivers will be employee drivers? Answer 2.2.1.6

2.2.1.7 How many drivers will be sub-contracted drivers? Answer 2.2.1.7

2.2.1.8 What is the total number of relief drivers to be used by you to deliver the service? Answer 2.2.1.8

2.2.1.9 How many relief drivers will be employee drivers? Answer 2.2.1.9

2.2.1.10 How many relief drivers will be sub-contracted drivers? Answer 2.2.1.10

2.3 Financial Capacity

2.3.1 You must provide a signed statement, on official letterhead, from a qualified accountant who has examined your financial records. This statement must report on your financial capacity to operate transport services as required under this RFT. This should include reference to your financial capacity to operate transport services, including financial ability to maintain vehicles, remunerate drivers and operate a business. The statement must also clearly state the number of transport vehicles and drivers that you intend to sub-contract and the number of transport vehicles that, according to the accountant’s opinion, you can operate.

2.3.2 The Evaluation Committee may seek copies of Annual Financial Statements during the evaluation of Tenders. If you are requested to provide Financial Statements, these are to be submitted within five days of being requested.
2.4 Sample statement in the form required to be provide by your accountant.

Please note: (For the purposes of this requirement, “qualified accountant” means a Certified Practising Accountant member of CPA Australia, or a member of the Institute of Chartered Accountants in Australia, which holds a Certificate of Public Practice or a member of the National Institute of Accountants who holds a Public Practice Certificate.)

A sample statement in the form required is provided hereunder.

(If you are submitting an electronic tender, this accountant statement must be completed in hard copy and scanned for upload with the electronic tender submission. If a Hard copy tender is to be submitted it should be lodged as supporting documentation)

PUBLIC PRACTISING ACCOUNTANT LETTERHEAD

SUBJECT: Financial Stability and Capacity of: ___________________________

(Name and ABN)

I have examined the financial records of the subject organisation and the requirements of the Department of Education and Communities in relation to the Expression of Interest (EOI) No. DETPR - 20-11.

I confirm that the subject organisation has the financial means to service the Agreement, eg. cover previous month's expenses, remunerate drivers, maintain vehicles, etc.

The subject organisation has advised me that it intends to sub-contract _____ vehicles and ________drivers. Taking consideration of the nominated subcontracting arrangements (if any), and the need for the subject organisation to ensure compliance of, and remunerate, its drivers and Subcontractors it is my opinion that the subject organisation has the financial capacity to operate ______ vehicles.

Signed:
_________________________________

(insert Accountant Name, qualifications, Institute membership)
Section 3. - MANAGEMENT CAPACITY

(Only complete this section if you are tendering to be eligible for more than five Runs. If you are tendering to be eligible for more than five Runs and you do not complete this section you will not be considered eligible for consideration to manage more than five Runs.)

3.1 Management Capacity

3.1.1 Provide full details of how you intend to manage the Service, including details of your management structure and number of staff allocated to manage the Service, details of your driver and relief driver recruiting processes, details of how you will manage driver, relief driver, Subcontractor and vehicle compliance, communications, etc. (If you require more space to complete Section 3 please use a separate document and mark it Supporting Documentation and submit as directed in EOI Part C page 1.)
3.1.2 Please provide a detailed explanation of how you manage communication to drivers and the Department.
3.1.3 Please provide a detailed explanation of how you intend to conduct Vehicle Fleet Management (include any details of vehicle acquisition, repair and maintenance).
3.1.4 Please provide a detailed explanation of how you manage human resources, including driver absence and when your drivers are on leave? (include details of how you intend to engage and manage personnel to provide the services including relief personnel and leave arrangements.)

Human Resource Management Systems
3.1.5 Please provide a detailed explanation of how you will manage sub-contracting arrangements? (Include details of sub-contractors and your strategies and arrangements for managing sub-contractors.)
Section 4. - FORMS

SECTION 4 (to be completed by ALL respondents)

4.1 This section contains the following forms which MUST be printed or copied for and completed by every driver and every relief driver and submitted with your response.

   Form 1 Driver/Relief Driver Detail Forms; and
   Form 2 Declaration and Consent Forms for Employment Screening and Declaration for Criminal History Record Check
   Form 3 Drivers Licence Consent Form

4.2 Additionally, every driver and every relief driver is required to provide two forms of identification (ID) equalling 100 points (refer Part B, Annexure 3), which is to be attached to the appropriate driver’s or relief driver’s Prohibited Employment Declaration and submitted with your response.

4.3 This section also contains the:-

   Form 4 Vehicle Registration Consent Form
   Form 5 Child Protection Slip; and
   Form 6 Deed of Agreement for Recipient Created Tax Invoice

   The Child Protection Slip and the Deed of Agreement for Recipient Created Tax Invoice MUST be completed and signed by you and submitted with your response.

4.4 If you are submitting an electronic response, this section can be scanned and submitted electronically or lodged in hard copy as supporting documentation.

All forms are found within the MS Word Document "Part C- Forms" issued with the EOI documents

This section also contains a checklist for you to review prior to submitting your Expression of Interest
CHECKLIST

BEFORE YOU SUBMIT YOUR RESPONSE, PLEASE CHECK YOUR TENDER TO ENSURE THAT YOU HAVE DONE EVERYTHING REQUIRED:-

Part C, Section 1 (All respondents)

Have you answered all the questions in Section 1?

Part C, Section 2 (more than one Run)

Have you answered all capacity questions in Section 2?

Have you provided all your Subcontractor detail as required in Section 2?

Have you attached to your tender your accountant’s statement?

Part C, Section 3 (over 5 Runs)

Have you provided details of all aspects of your management capacity?

Part C, Section 4 (All respondents)

Have you and all drivers and relief drivers completed the following forms (as applicable) and have they been attached to your tender?:-

Form 1 Driver/Relief Driver Detail Forms; and
Form 2 Declaration and Consent Forms for Employment Screening and Declaration for Criminal History Record Check
Form 3 Drivers Licence Consent Form
Form 4 Vehicle Registration Consent Form
Form 5 Child Protection Slip; and
Form 6 Deed of Agreement for Recipient Created Tax Invoice

Have you checked to see if there was any Addendum to the EOI and if so have you taken them into account when submitting your response?

If you are submitting in hardcopy, have you photocopied your entire tender so that you can retain a copy for your records?

If you are submitting electronically, have you uploaded all supporting documentation or printed your Supporting Documentation (including Section 4) for submission as hard copy marked SUPPORTING DOCUMENTATION - EOI No. DETPR - 20-11

End Part C
ELIGIBLE SERVICE PROVIDER LIST CONTRACT
FOR THE PROVISION OF
ASSISTED SCHOOL TRAVEL SERVICES TO THE
ASSISTED SCHOOL TRAVEL PROGRAM

EXPRESSION OF INTEREST (DETPR -20-11)
PART D FORM OF AGREEMENT

AGREEMENT made this ...............day of ........................................201...

BETWEEN

The State of New South Wales through its Department of
Education and Communities (“the Department”)

(ABN 40 300 173 822)

AND

...........................................................................................................

“The Contractor”

(ABN:______________________)

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Agreement for the provision of Transport Services to the Department of Education and Communities Assisted School Travel Program

BETWEEN

The Department of Education and Communities as described in Item 1 of Schedule 1 hereto ("the Department");

AND

The Contractor as described in Item 2 of Schedule 1 hereto ("the Contractor").

BACKGROUND

A. The Department of Education and Communities (then known as Department of Education and Training), issued Request for Tender No. DETP1028 (the RFT) to create an Eligible Service Providers List contract for the provision of Transport Services for the Department's Assisted School Travel Program.

B. Following a decision by the Supreme Court of NSW, certain issues have been clarified and some contractual refinements have been made as set out in this document.

C. The Contractor agrees to provide, and the Department of Education and Communities to procure, the Services as detailed in, and in accordance with, the terms of this Agreement.

PART D FORM OF AGREEMENT

1 DEFINITIONS

"Agreement" means this Agreement concluded between the Department and the Contractor and includes:

(a) the Schedules and Annexures that are incorporated into this Agreement directly or by reference, (as amended from time to time in accordance with the terms of this Agreement), and

(b) any other documents incorporating and forming part of the Agreement;

"Assisted School Travel Program" or "ASTP" means the Department's Assisted School Travel Program for the provision of transport to selected students to and from school;

"Assisted School Travel Unit" or "ASTU" means the Assisted School Travel Unit within the Department which is responsible for the management of the Assisted School Travel Program;

"Business Days" means a day which banks are generally open for normal business in Sydney and excludes Saturdays, Sundays and public holidays;

"Commencement Date" means the date specified in Item 3 of Schedule 1 to this Agreement, or for additional Run/s allocated, the date that the Run/s were accepted by the Contractor;

"Contractor" / "Eligible Service Provider" or "ESP" means the organisation or individual who by the Agreement undertakes to provide or procure the provision of the Service required by the Agreement and, where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners as the case may be and the expression shall also include any person to whom the benefit may be assigned by the Contractor with the consent of the Department;

"Department of Education", "Department" or "the Department" means the NSW Department of Education and Communities;
“Designated Vehicle” means the vehicle approved by the Department for use by the Contractor in providing the Service/s;

“Driver” means a person holding a current drivers licence and driving a Designated Vehicle in providing the Service including relief drivers;

“Expression of Interest” or “EOI” means the Expression of Interest (number DETPR-20-11) issued by the Department of Education and Communities for the addition of providers to the Eligible Service Provider List for the provision of transport services to the Assisted School Travel Program.

“GST” is a goods and services tax and has the same meaning as in the GST Law;

“GST Law” means a tax system (Goods and Services Tax) Act 1999 (Cth), related legislation and any delegated legislation made pursuant to such legislation;

“Loaded Kilometre Rate” means an all-inclusive rate which includes all costs associated with performing the Service and shall commence at collection of the first student and cease at the drop-off of the last student;

“Parties” means the Department and the Contractor;

“Personnel” means all employees, agents and Subcontractors of the Contractor (including, where relevant, taxi drivers, bailees of taxis) and includes all Drivers;

“Program” means the Department’s Assisted School Travel Program;

“RTA” means the Roads and Traffic Authority of New South Wales;

“Recipient Created Tax Invoice (RCTI)” means a recipient created tax invoice as defined in the Goods and Services Tax (GST) legislation;

“Reportable Conduct” means grounds in accordance with NSW Child Protection Legislation to report allegations of any assault, neglect or ill-treatment of a child to the NSW Ombudsman, and in some cases to the NSW Police, the Department of Community Services (DoCS) and the Commission for Children and Young People (CCYP), as detailed in Schedule 3 of this Agreement;

“Request for Tender” means the Request for Tender No. DETP1028 issued by the Department.

“Run/s” means a route for the Service to be provided by a selected Contractor whether for one student or a group of students travelling together in one Designated Vehicle or Designated Vehicles to a specified locality or localities, generally to or from school or other destination nominated in writing by the Department

“Run Card” means a Run Card specifying any Run or Runs allocated to the Contractor from time to time, generally in the format of Schedule 2 and commonly (although not in all cases) for a period from the date of allocation of a Run until the end of the school year in which a run is allocated.

“Service/s” means transportation of students and/or Travel Support Officers as provided for in this Agreement and as is the subject of a Run Card from time to time;

“Service Period” means the period commencing one hour before any part of the Service is due to be provided and ending one hour after any part of the Service is due to be provided;

“Special Conditions” means the special conditions, if any, set out in schedule 4;

“State of New South Wales” means the Crown in right of the State of New South Wales;

“Student” means a student eligible and approved to receive transport assistance under the Program.

“Subcontractor” means a person engaged by the Contractor in any capacity whatsoever, either directly or through another person, to provide any part or all of the Services and who is not an employee of the Contractor;

“Term” means the term of this Agreement as detailed in Schedule 1, Item 3;
“Travel Support Officer” means a person engaged by the Department to provide additional supervision or support for students accessing the Service;

“Travel Support Officer Allowance” means an allowance payable to the Contractor equal to 15% of the daily remuneration for student travel and may be payable on run/s where a Travel Support Officer has been allocated subject to certain criteria; (refer to section 14.2).

“WHS & R” means work, health, safety and rehabilitation;

Interpretation

1.1 In this Agreement unless explicitly stated to the contrary:

(a) clause headings are for reference only and do not affect the interpretation of this Agreement;
(b) the singular includes the plural and vice versa;
(c) where a word or expression is given a particular meaning, other grammatical forms of that word or expression have a corresponding meaning;
(d) ‘person’ includes a firm, a body corporate, an unincorporated association or an authority;
(e) a reference to an organisation or instrumentality, whether public or private, is a reference to that organisation or instrumentality includes a reference to its successor or replacement body;
(f) a reference to a ‘business day’ is a weekday where banks are open for business in the State of New South Wales;
(g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and on the part of two or more persons binds them jointly and severally; and
(h) this or another document includes any variation or replacement of it;
(i) a law includes regulations and other instruments under it and amendments or replacements of any of them;
(j) a thing includes the whole and each part of it;
(k) a date includes that date;
(l) a group of persons includes all of them collectively, any two or more of them collectively or jointly and each of them individually; and
(m) the president of a body or authority includes any person acting in that capacity;
(n) a reference to a clause is a reference to a clause in the body of this Agreement, a reference to a schedule is a reference to a schedule to this Agreement and a reference to a paragraph is a reference to a paragraph in a schedule to this Agreement.

2. NATURE OF THE AGREEMENT BETWEEN THE DEPARTMENT AND THE CONTRACTOR

2.1 This Agreement covers Department of Education and Communities’ (the Department’s) requirement for the delivery of assisted transport services to the Assisted School Travel Program as detailed in and in accordance with this Agreement for Run/s allocated in accordance with clauses 6 and 7 and Schedule 2 and is in the nature of a standing offer contract under which the Contractor is to provide such Services as may be required by the Department from time to time in connection with the Program.

2.2 This Agreement is conditional upon the Contractor meeting and continuing to meet the requirements of clause 3 – Documentation to be provided by Contractor. Should the Contractor fail to meet the requirements of clause 3, this Agreement is terminated under Clause 26.2.

2.3 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, contracts, representations or undertakings are superseded. No notification or
alteration of any clause of this Agreement will be valid except in writing signed by both Parties, except in relation to:-

2.3.1 variations to clauses 6 and 7 and Schedule 2 (Run/s allocation); or

2.3.2 variations to the Term of the Agreement resulting from the Department exercising its extension options;

which variations shall be notified in writing by the Department to the Contractor.

2.4 No Assurance of Orders and Non-Exclusive Supply

2.4.1 This Agreement does not:

2.4.1.1 imply that the Contractor will receive any orders for the Services,

2.4.1.2 imply that the Contractor is the exclusive provider of the Services to the Department;

2.4.1.3 oblige the Department to allocate any Run or Runs for the Services to the Contractor;

2.4.1.4 guarantee any period of engagement of the Contractor to the provision of the Service.

2.4.2 The Contractor acknowledges that the Department may, from time to time, in its discretion, appoint other suppliers under an agreement to supply the Services and that the Contractor will make no objection to such appointment.

3. DOCUMENTATION TO BE PROVIDED BY CONTRACTOR

3.1 The Contractor shall provide the following documentation to the Department within seven (7) working days from the Date of Acceptance:

3.1.1 For all Designated Vehicles, including relief vehicles, to be used in the provision of the Service, true and correct copies of:

3.1.1.1 certificate of registration or renewal of registration in respect of the Designated Vehicle/s appropriate to the Designated Vehicle and consistent with RTA requirements; and

3.1.1.2 evidence of the comprehensive insurance policy (taxi insurance should be as per the Special Conditions at Schedule 4 to this document).

3.1.1.3 An RTA Consent to Vehicle Check form completed and signed by the registered owner of the designated vehicle; and

3.1.1.4 where appropriate, engineering certificates required under clause 10.

3.1.2 For all Drivers, including relief Drivers, to be utilised in the provision of the Service, true and correct copies of:-

3.1.2.1 An RTA Consent to Driver Licence Checks forms signed by all drivers;

3.1.2.2 All child related employment documentation as detailed in clause 12; and

3.1.2.3 A Medical Assessment Certificate in accordance with 11.3.

3.1.3 Other documentation – true and correct copies of:

3.1.3.1 Evidence of the current workers compensation policy referred to in clause 22.1;

3.1.3.2 Certificate of currency for the legal liability (or public liability) insurance policy referred to in clause 22.1.

3.1.3.3 Deed of Agreement for Recipient Created Tax Invoice.
3.2 Within seven (7) days of any date on which any of the documentation nominated in clause 3.1 above is due for renewal, the Contractor shall provide to the Department true and correct copies of documents evidencing such renewal.

3.3 Failure to provide the documentation required in accordance with clause 3.1.1 or 3.1.2 may result in the Agreement being terminated in accordance with clause 26.2.

3.4 Failure to update documentation in accordance with clause 3.2 may result in termination of the Agreement in accordance with clause 26.2.

3.5 Confirmation of English language skills of all Drivers.

4. TERM & ACKNOWLEDGEMENT

4.1 The Agreement commences on the Commencement Date stipulated at Schedule 1, Item 3 and, unless sooner terminated, remains in force for the Term stipulated at Schedule 1, Item 3.

4.2 The Agreement may be extended by up to four (4) further periods each of up to one (1) year in duration. Any such extension will be at the sole discretion of the Department and will be in accordance with the terms and conditions of the Agreement. All requirements for an extension to the Term of the Agreement will be made in writing by the Department.

4.3 The Contractor acknowledges that the Service relates to conveyance of students with disability on the understanding that student conveyance needs can be subject to change at minimal notice. Details of the students to be conveyed are provided to the Contractor under separate cover in the form of the Run Card as provided for in Schedule 2. The Contractor will be advised of changes as and when needs arise. The Department reserves the right to arrange the transport of students with disability by the most effective means available. The Service is subject to review, rationalisation and reorganisation.

4.4 The Contractor will provide the Service in relation to a particular group of students within a locality or travelling to a locality or localities (a “Run” or Runs) allocated to it by the Department from time to time in accordance with clause 6.

4.5 If, after the date of this Agreement, the Department offers an additional Run or Runs to the Contractor, and the Contractor accepts the offer or offers in writing or commences provision of the Service for any such allocated Run the additional Run or Runs will be deemed to be included in the Schedule to this Agreement and the terms and conditions of this Agreement will apply equally to the additional Run or Runs except that a reference to “the date of this Agreement” shall be interpreted as a reference to the date or dates of the acceptance of the offer or offers.

4.6 Where this Agreement applies to more than one run:

4.6.1 Termination under subclause 26.2 of this Agreement shall apply to the Runs specified in the notice of termination issued under that clause; and

4.6.2 Termination under subclause 26.2 of this Agreement shall apply to all of the Runs (unless otherwise specified in the notice of termination), it being expressly acknowledged by the Contractor that, for the purposes of subclause 26.2 the Department may terminate this Agreement with such termination applying to all Runs notwithstanding that the relevant breach or breaches of a term or terms of this Agreement may relate to less than all of the Runs, including in relation to only one Run.

5. PROVISION OF SERVICES

5.1 The Contractor acknowledges and accepts that the Agreement covers the Services in relation to those Run/s specified in Schedule 2, as amended from time to time in accordance with the requirements of clause 6, during the Term of the Agreement.
5.2 The Contractor shall establish immediately, at no additional cost to the Department, all necessary facilities for the effective conduct and management of all aspects of the Agreement.

5.3 The Contractor shall provide and manage the full Service within the Run/s allocated to it and ensure that students spend the minimum time necessary travelling to and from school.

5.3.1 Management of the contracted Run/s shall include but not be limited to:-

5.3.1.1 management of all Drivers and Subcontractors utilised under the Agreement on the Run/s, including engagement which is subject to approval by the Department, termination, entitlements, Workers Compensation coverage, payment for work performed and training as required by the Department;

5.3.1.2 meeting all expenses associated with providing the Services including all vehicle running costs, payment of tolls, modification to vehicles, remuneration of Drivers and provision of restraint systems;

5.3.1.3 ensuring compliance of all Drivers and Subcontractors utilised in providing the Service under the Contract, including compliance with the Department’s policies and procedures;

5.3.1.4 ensuring compliance of all Designated Vehicles utilised in providing the Service under the Contract, including compliance with the Department’s policies and procedures and the requirements of Transport NSW including the RTA;

5.3.1.5 ensuring compliance with all Agreement requirements in respect of the contracted Run/s;

5.3.1.6 communication with the Department, schools, students and parents/carers, including responding to enquiries and complaints in a timely manner;

5.3.1.7 receiving payment based on a Recipient Tax Created Invoice each month for each contracted Run,

5.3.1.8 providing remuneration to all Drivers and Subcontractors utilised in providing the Service on contracted Run/s under the Agreement and certifying this remuneration to the Department as and when requested; and

5.3.1.9 management of, and meeting all expenses associated with, all training requirements for the Contractor’s Personnel.

6. RUN ALLOCATION AND REALLOCATION

6.1 The Department shall be responsible for the allocation of all Run/s in its absolute discretion. In allocating runs to ESP’s, the Department will take into consideration the assessed run capacity of the ESP and the number of runs already approved and in operation by that ESP before run allocations are finalised.

6.2 Students and Travel Support Officers shall be transported to school/other educational institutions and returned to their homes or other nominated location/s by the shortest practicable route, i.e., the minimum distance necessary to transport students and Travel Support Officers to and from their destination.

6.3 The pick-up and drop-off times for each student and Travel Support Officer are to be arranged in accordance with the minimum distance necessary to transport students and Travel Support Officers to and from their destinations to ensure that all students and Travel Support Officers spend the minimum time necessary in transit and arrive at their destinations at the agreed times.

6.4 The Department will provide the Contractor with a Run Card for each allocated Run.
6.5 The Run Card will include the details of all students to be transported, including pick-up addresses, destination and Travel Support Officer requirements.

6.6 The Contractor will provide the Service in relation to a particular group of students within a locality or travelling to a locality or localities (a Run), or in relation to several Runs in strict accordance with the Department’s Run Card as specified in Schedule 2 to this Agreement.

6.7 The Contractor shall comply with all the requirements as stated on the Run Card.

6.8 Under no circumstances are Runs to be combined, students delivered to unauthorised addresses, unauthorised passengers to travel in the Designated Vehicle or the Run Card altered.

6.9 Private arrangements with parents or schools to vary travel patterns, routes or times are not permitted and pick-up and drop-off times are not to be altered to meet the individual needs of schools, parents or carers without prior approval from the Department’s Assisted School Travel Unit.

6.10 Prior to the commencement of a new school year, or when a new Run is allocated or variations to an existing Run made, the Contractor shall contact the parent/carer of each student on the Run to advise pick-up and drop-off times, the name of the Driver, including his/her contact information and the details of the Designated Vehicle to be utilised in providing the Service.

7. VARIATION OF ALLOCATED RUN/S

7.1 The Contractor acknowledges and accepts that assisted school travel Runs are continually subject to review, rationalisation and re-organisation and that the Department reserves the right to vary Run/s allocation nominated at Schedule 2 to increase efficiencies or meet the operational needs of the Department. Such variation may include:-

7.1.1 variation of the details of individual students to be transported on a Run;

7.1.2 variation of transport address that requires the Contractor to transport students to respite and after-school care facilities;

7.1.3 the requirement for a Travel Support Officer to support an identified student’s travel;

7.1.4 increase or decrease in number of students to be transported on a Run;

7.1.5 increase or decrease in the number of Runs to be provided by the Contractor;

7.1.6 consolidation of Runs; and

7.1.7 cancellation of allocated Runs.

7.2 In these circumstances, with the exception of a cancelled Run, a new Run Card will be issued to the Contractor.

7.3 The Contractor acknowledges and accepts that no compensation will be payable to the Contractor in the event that such variation results in decreased payments being made to the Contractor or discontinuation of payments when a Run is terminated.

7.4 If after the Commencement Date of this Agreement, the Department offers the Contractor additional Run/s, and the Contractor accepts the offer/s in writing, the additional Run/s shall be deemed to be included in Schedule 2, and the terms and conditions of this Agreement shall apply equally to the additional Run/s except that a reference to Date of Acceptance shall be interpreted as a reference to the date/s of acceptance of the offer by the Contractor, and the Term shall be interpreted as a reference to the Date of Acceptance to the end of that school year.
7.5 Subject to clause 7.4, the terms and conditions of this Agreement shall apply to each Run as if there was a separate agreement in relation to each Run, for example, the Contractor shall receive a separate *Recipient Tax Created Invoice* (under clauses 15 and 17) in respect of each Run specifying, on the Form, the Department’s reference number for that Run.

7.6 Where this Agreement applies to more than one Run:

7.6.1 termination under clause 26.1 of this Agreement shall apply to the Run/s specified in the Notice of Termination issued under that clause; and

7.6.2 termination under clause 26.2 of this Agreement shall apply to all of the Runs (unless otherwise specified in the Notice of Termination) from time to time held by the Contractor, it being expressly acknowledged by the Contractor that, for the purposes of clause 26.2, the Department may terminate this Agreement with such termination applying to all Runs notwithstanding that the relevant breach or breaches of a term or terms of this Agreement may relate to less than all of the Runs, including in relation to only one Run.

7.7 The Contractor shall notify the Department of any adverse traffic conditions or any other factor that require departure from the shortest or approved route to avoid any possible misunderstanding.

8. **AVAILABILITY**

8.1 The Contractor and its Drivers shall be available for transportation generally between the periods of 7.00 am – 9.30 am and 2.30 pm – 5.00 pm. Other activities may occur at different times during the day for which transportation will be required.

8.2 Schools and parents will be required to notify the operator immediately they are aware of the absence of a student for any reason, e.g., illness, family holiday etc.

8.3 The Contractor shall notify the Department of any absences in any period by providing details of such absences on the relevant Payment Claim Form.

8.4 Payment may be adjusted on occasions where students are absent. Payments may be adjusted in terms of loaded kilometres travelled.

9. **COMMUNICATION**

9.1 The Contractor must have access to and regularly monitor internet and email facilities to facilitate speedy and efficient written communication between the Contractor and the Department.

9.2 The Contractor shall ensure that its Drivers are contactable by mobile telephone during any period commencing one hour before any part of the Service is due to be provided and ending one hour after any part of the Service is due to be provided (“the Service Period”). The Contractor must be contactable between 6.00 a.m. and 6.00 p.m. Monday to Friday by mobile telephone.

9.3 If the Contractor is a taxi operator, the Contractor may satisfy the requirements of clause 9.2 above by being contactable by telephone during the Service Period.

9.4 The Department may be contacted by telephone on 1300 338 278, in writing by facsimile number: (02) 4224 9112, or by letter to Locked Bag 9, Wollongong East 2520.

9.5 The Contractor must ensure that all relevant Drivers have adequate English language skills sufficient to the carrying out of obligations under this Agreement. In the event of any complaint to the Department of any Driver not having adequate English language skills the
Contractor must, at its own cost, have the English language skills of such Driver tested in a method from time to time approved by the Department. If the relevant Driver fails any such English language skills test that driver must not be used further in connection with this Agreement.

10. **VEHICLES**

10.1 **General**

10.1.1 All vehicles utilised in providing the Service must be of a standard that is acceptable to the Department, RTA, students and parents and maintained to ensure the safety of Drivers, passengers and the public.

10.1.2 The Contractor shall ensure at all times throughout the Term of the Agreement that all vehicles, including relief vehicles utilised in providing the Service:

- are approved by the Department as the Designated Vehicle; and
- are less than 15 years old, except where a written exemption has been provided by the Department; and
- are maintained in hygienic, safe and good working order to the satisfaction of the Department and in accordance with the requirements of Transport for NSW and the Roads and Traffic Authority (RTA); and
- have current appropriate “business-use” registration, if required by RTA, in the State or Territory where the vehicle is garaged; and
- have locking devices fitted to external doors; and
- are cleaned and checked at least weekly to ensure the interior, exterior and fittings are clean, undamaged and in good repair. Any damaged fittings are to be repaired immediately; and
- are fitted with restraints that comply with Australian Standards and Design Rules; and
- are fitted with an air-conditioning system that is fully operational and regularly maintained;
- are covered by a current “business-use” comprehensive insurance which covers damage caused by all Drivers utilising the Designated Vehicle in the provision of the Service (taxi insurance should be as per the Special Conditions at Schedule 4 to this document); and
- where appropriate, compliance with requirements of the law relating to taxis, buses and hire cars additionally to that generally provided for in this Agreement.

10.1.3 All sedans utilised in providing the Services shall have a minimum of 4 doors.

10.1.4 All vehicles utilised in providing the Service shall be fitted with seatbelts. Retro-fitting of seat belts is to be in accordance with relevant standards. Where retro-fitting of seat belts has occurred, one copy of the Engineering Certificate provided with retro fitting is to be kept with the vehicle and one copy is to be provided to the Department, prior to commencement of the Service.


10.2 **Wheelchair Vehicles**

10.2.1 For all wheelchair vehicles, the Contractor shall submit to the Department a current (less than 3 years old) Engineering Certificate from an RTA recognised engineering signatory.

Refer RTA website www.rta.org.gov.au or local RTA office to obtain contact the details for Engineering Signatories.

10.3 **Wheelchair Restraint System and Wheelchair Occupancy Restraints**

10.3.1 In accordance with RTA requirements, all wheelchair restraint systems MUST include occupant restraints and be used and fitted in accordance with Australian Standard AS/NZS 10542.1 (2009) Technical Systems & Aids for Disabled or Handicapped persons-wheelchair tie down and Occupant system-restraint requirements and test methods for all systems or
such other standards issued in replacement of the above from time to time. Instructions for use on the restraint system MUST be clearly displayed in a prominent position within the vehicle.

10.4 Wheelchair Lift Mechanism

10.4.1 In accordance with RTA requirements, wheelchair lifts and ramps MUST have a current Engineering Certificate from an RTA recognised engineering signatory and a copy is to be kept with the vehicle. Hoist or lift mechanisms must not obstruct any passenger access and egress and must satisfy Australian/New Zealand Standard AS/NZS.3856.2: 1998 Hoist and ramps for people with disabilities – vehicle mounted.

10.5 Modification to Vehicles

10.5.1 In accordance with RTA requirements, any modification to vehicles, for example, additional seats, changing seating arrangements, must be in accordance with the relevant Australian Design Rule and relevant Australian Standards and certified by RTA recognised engineering signatory. One copy is to be kept with the vehicle and one copy is to be provided to the Department prior to the commencement of the Service.

10.6 Warning System for Buses

10.6.1 In accordance with Clause 94 of the Road Transport (Safety and Traffic Management) (Road Rules) Regulation 1999 all vehicles with a seating capacity of 12 seats (bus) or more, including the Driver seat, used to convey students to and from school must be fitted with appropriate warning signs,


10.7 Vehicle Age

10.7.1 Except where written exemption is provided by the Department, all vehicles, other than taxis, utilised in providing the Service shall not be more than 15 years old.

10.7.2 Prior to a vehicle utilised in providing the Service reaching 15 years of age, the Contractor must update the vehicle and provide to the Department full details of the updated vehicle.

10.7.3 Failure to meet the requirements of clauses 10.7.1 and 10.7.2. may result in termination of the Run/s involved in accordance with clause 26.2.

10.8 Display of Driver’s Licence

10.8.1 The Contractor must ensure that all vehicles utilised in providing the Service are fitted with a device suitable for holding the Driver’s Driver Licence card.

10.8.2 The Driver’s Licence shall be placed in the device and be on display at all times whilst providing the Service.

10.8.3 Upon request, the Driver’s Licence shall be provided to school staff, parents or carers for closer examination.

10.9 Relief Vehicles

10.9.1 So as to maintain the provision of the Service at all times, the Contractor must, at no additional cost to the Department, arrange for the provision of a relief vehicle in the event of a breakdown of a Designated Vehicle or some other occurrence which prevents the use of the Designated Vehicle.

10.9.2 Prior to the use of any relief vehicle, the Contractor must advise the Department and the affected parents/caregivers and school(s) of the intention to use the relief vehicle.
10.9.3 Vehicle requirements stated in this clause 10 shall also apply to any relief vehicle utilised under the Contract.

10.9.4 The Contractor shall make every effort to minimise change of Drivers and vehicles on allocated Run/s.

10.9.5 Should changes to Drivers and vehicles be necessary, the Contractor shall inform the Department, schools and parent(s)/carer(s) of the change, prior to the commencement of any change.

11. PERSONNEL

11.1 General

11.1.1 Without prejudice to the operation of clauses 2.2 and 3 of this Agreement, the Contractor shall ensure that all Personnel, including relief Personnel, utilised in the provision of the Service have submitted all necessary documentation and have passed all necessary screening and assessments required under clause 12 of the Agreement and have been approved, in writing, by the Department, and such approval remains current.

11.1.2 No Personnel, including relief Personnel and Travel Support Officers, shall be utilised in the provision of the Service unless approval, in writing, for the use of such Personnel has been received from the Department.

11.1.3 The Contractor shall advise the Department in writing within twenty four (24) hours of a charge or conviction (in relation to any criminal, traffic or any other offence) of any Personnel utilised by the Contractor in the provision of the Service.

11.1.4 The Contractor shall ensure that all Personnel, including relief Personnel and as designated by * Travel Support Officers utilised in provision of the Service:--

- 11.1.4.1 are made aware of the requirements of the Agreement and their responsibilities whilst providing the Service; and
- 11.1.4.2 *do not smoke in school grounds or in the Designated Vehicle; and
- 11.1.4.3 *are not under the influence of alcohol or any other substance or drug that would impair the performance of the Personnel in providing the Service; and
- 11.1.4.4 *do not administer corporal punishment to a student, but must report inappropriate student behaviour to the Department and the school principal; and
- 11.1.4.5 have been approved and authorised in writing by the Department to provide the Service following the completion of the Working with Children Check; and
- 11.1.4.6 have English language skills sufficient to enable oral communication with students, parents/carers and school staff, taking consideration of the special behavioural and medical needs of students with disabilities; and
- 11.1.4.7 are aware of information provided by the Department and parents regarding the physical and psychological wellbeing of the student; and
- 11.1.4.8 undertake any training required by the Department.

11.1.5 Should any Travel Support Officer fail to comply with the requirements of clause 11.1.4., the Contractor shall report such non-compliance to the Department immediately it occurs.

11.1.6 The Contractor and all persons engaged by the contractor must be aware of the Department of Education and Communities’ Code of Conduct and act in line with the conduct described in it. Conduct that would be assessed as being a serious breach of the contract may result in the contract being terminated. (The Code of Conduct can be accessed via the Department’s Internet Site: www.det.nsw.edu.au/policies/index.shtml)

11.2 DRIVERS REQUIREMENTS

11.2.1 It is the Contractor’s responsibility to recruit and employ, or sub-contract, suitably qualified Drivers to ensure that all Drivers, including relief Drivers, utilised in providing the Service through the Contractor:
11.2.1.1 hold a current Full Driver’s Licence for the Designated Vehicle type being driven and any other authorisation that may be required to drive that Designated Vehicle; and
11.2.1.2 have undertaken a full medical assessment in accordance with the requirements of clause 11.3; and
11.2.1.3 are of good character; and
11.2.1.4 have a good driving record and have provided a RTA Consent to Driver Licence Checks forms signed by all drivers prior to commencing the Service; and
11.2.1.5 meet availability requirements under clause 8; and
11.2.1.6 meet communication requirements under clause 9; and
11.2.1.7 use any restraints that are deemed necessary in the appropriate manner; and
11.2.1.8 are aware of and comply with the Contractor’s obligations and Driver requirements in providing the Services; and
11.2.1.9 have English-language skills compliant with clause 9.5 of this Agreement
11.2.1.10 no Driver is used in respect of the Service until the Department has given written approval following completion of the Working With Children Check.

11.2.2 Drivers that hold a Provisional 1 or 2 Licence cannot, under any circumstances, be utilised in the provision of the Services to the Department.

11.3 Medical Assessment
11.3.1 All Drivers and relief Driver must complete a medical assessment. The health professional is to complete the Department’s Medical Assessment Certificate that on completion is to be forwarded by the Contractor to the Department, prior to commencing the Service.
11.3.2 Drivers must undergo checks and provide a Medical Assessment Certificate annually if requested by the department.
11.3.3 Failure to meet the requirements of clause 11.3.1 and 11.3.2 may result in termination of the Agreement in accordance with clause 26.2.

11.4 Relief Driver/s
11.4.1 The Contractor acknowledges that the Department expects that as far as possible the same person would drive a vehicle throughout a school year so as to promote stability and regularity in the provision of the Service.
11.4.2 Notwithstanding clause 11.4.1, the Contractor shall, at no additional cost to the Department, engage a Department approved replacement Driver to undertake the Service in the event of the permanent, short or long-term absence of the Driver previously engaged so as to maintain provision of the Service at all times.

11.5 Travel Support Officers
11.5.1 Travel Support Officers are contracted separately by the Department to support students that have been identified by schools as requiring additional support during transit due to behavioural or medical needs.
11.5.2 It is the Contractor’s responsibility in consultation with the school principal to identify a suitably qualified person to provide the Travel Support Officer service. The allocation of a Run that requires a Travel Support Officer is subject to the Contractor’s confirmation that a Travel Support Officer will be available to provide the Service.
11.5.3 The Travel Support Officer cannot commence work until the Department has given written approval following completion of the Working With Children Check.
11.5.4 The Travel Support Officer shall be collected and returned by the Driver to mutually agreed pick-up and drop-off points. The Contractor is encouraged to work with the Travel Support Officer to reach agreement on the “points” as the Run must not commence without the Travel
Support Officer on board to support the identified student’s travel. In circumstances where an agreement cannot be reached and the Run is delayed from commencing by more than one day the Department reserves the right to re-allocate the run.

11.5.5 Travel Support Officers must not administer medication without the written approval from the Department. The school will provide the Travel Support Officer with a behaviour management or health care plan specific to the needs of the identified student and if necessary provide training.

11.5.6 Where a Travel Support Officer is engaged on a Service, the Travel Support Officer must be seated beside or adjacent to the student or students or in accordance with the Behaviour Management Plan for whom Travel Support Officer service/s have been approved.

11.6.7 The Contractor must certify on the Travel Support Officer’s claim form, for each day that the Travel Support Officer works, the time and date the Travel Support Officer services commenced, and the time the Travel Support Officer services ceased.

12. STUDENT SAFETY AND WELFARE

12.1 Child Related Employment

12.1.1 The Contractor shall ensure that it or its Personnel, prior to providing any Service under the Agreement, have successfully completed all requirements, including a “Working with Children Check” and been approved in writing by the Department. It is the Contractor’s responsibility to ensure that it or its Personnel have:

12.1.1.1 signed and provided to the Department an Applicant declaration and Consent form and
12.1.1.2 provided to the Department 100 points of certified ID for each employee; and
12.1.1.3 provided to the Department a Medical Assessment Certificate as required under clause 11.3; and
12.1.1.4 received cleared status in writing from the Department following a national criminal record check, a check on all relevant apprehended violence orders and a check on relevant employment proceedings.

12.1.2 The Contractor and its Personnel may be required to complete and lodge the documentation listed in 12.1.1, and pass a “Working with Children Check” annually, and shall comply with any such requests made by the Department, within seven days of the request.

12.1.3 If the Contractor or its Personnel do not pass the initial “Working with Children Check” or do not pass any subsequent annual “Working with Children Check”, it or its Personnel cannot and must not be engaged, or continue to be engaged, to provide the Service for the Department.

12.1.4 Any approval given in respect of Personnel to be utilised for the Services may be revoked at any time by the Department.

12.1.5 The Contractor must not commence any Service until the Department has advised that the Driver of the Designated Vehicle and the Travel Support Officer have received all the necessary clearances.

12.2 Child Protection

12.2.1 The Department of Education and Communities has a responsibility to provide a safe environment for children and young people. All parties involved in the Assisted School Travel Program need to exercise the highest levels of responsibility in protecting children and young people from harm. Contractors need to ensure that it and its Personnel:

12.2.1.1 are aware of specific instructions on appropriate conduct as detailed at Schedule 3;
12.2.1.2 are aware of their obligations towards children and young people related to the
specific role they have in the Assisted School Travel Program; and
report concerns about suspected risk of harm to children and young people to the
school principal and the Department.

12.3 Student Travel

12.3.1 To ensure the health, well-being and safety of students, a student should not travel for an
excessive period of time. The maximum travel time permitted is 90 minutes on each one-
way trip unless an exemption in writing has been given to the Contractor by the Department.

12.3.2 Contractors and their Drivers and Travel Support Officers have a direct responsibility under
child protection legislation to ensure that students are not placed at risk.

12.3.3 The Contractor shall ensure that Drivers will:-

12.3.3.1 ensure that when picking up, transporting and delivering students, students’
safety is monitored closely; and
12.3.3.2 ensure that pick up and alighting points do not require the students to cross any
roads; and
12.3.3.3 not leave the immediate vicinity of their vehicle if students are on board, subject
to the presence of a Travel Support Officer. Even under these circumstances,
Drivers should only leave the vicinity of their vehicle in an emergency; and
12.3.3.4 not make any unauthorised stops when transporting students to or from school,
particularly at the request of students. Drop-off and pick-up points can only be
authorised by the Department staff; and
12.3.3.5 not allow any unauthorised persons to travel in the Designated Vehicle while
students are being conveyed to or from school; and
12.3.3.6 not use the Designated Vehicle to undertake any other business while it is being
used to provide the Services; and
12.3.3.7 not come into any unnecessary physical contact with students; and
12.3.3.8 ensure that under no circumstances are students to be left unattended and the
Department’s procedures detailed in clause 12.4 are followed if there is no
parent/carer present; and
12.3.3.9 be aware of information provided by the Department and parents regarding the
physical and psychological wellbeing of the student; and
12.3.3.10 use any restraints that are deemed necessary and required under RTA
regulations; and
12.3.3.11 not administer medication without written approval from the Department.

12.3.4 Where special lifting equipment is unavailable or unsuitable, and the student is sufficiently
light to permit manual lifting without risk of injury, the Driver may be required to assist lifting
student/s into and out of vehicles at both home and school.

12.4 Parent Absences

12.4.1 The Department requires that parents/carers are present when the student is picked-up in
the morning and when the Driver returns students home after school, unless there are prior
arrangements for another responsible and appropriate adult to accept responsibility for the
student.

12.4.2 The Contractor acknowledges that emergencies may occur which prevent a
parent/caregiver from being able to make alternative arrangements.

12.4.3 If the Driver cannot deliver the students to a responsible and appropriate person, the Driver
is required to:

12.4.3.1 check records to ensure that the parent/caregiver has not made alternative
arrangements;
12.4.3.2 contact the Department on telephone 1300 338 278 and wait while the
Department attempts to contact the parents/carer or emergency carer;
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12.4.3.3 if unsuccessful the Driver will be advised to drive the remaining students in the vehicle home and then return to the original address; and
12.4.3.4 contact the Department and advise of status and wait for further instructions.

12.5 Under no circumstances are students to be left with persons other than: the student’s parent/caregiver; a responsible and appropriate person who has agreed to accept responsibility for the student by prior arrangement; or a person who, as a consequence of his or her professional office or duties, is a responsible and appropriate person.

13. NOTIFICATION OF ACCIDENTS OCCURRING DURING PROVISION OF SERVICE

13.1 The Contractor shall notify the Department by telephone, then follow-up in writing, details of any accident occurring during the provision of the Service.

14. REMUNERATION

14.1 For student travel, the Department will pay the Contractor in accordance with the schedule of rates at Item 4 of Schedule 1 to this Agreement (subject to annual variation).

14.2 For runs with a Travel Support Officer that require more than an additional 5 kilometres to be covered to the point of picking up the first eligible student, the Department will pay an additional allowance equivalent to 15% of the amount payable to the ESP for the loaded kilometres travelled.

15. INVOICING

15.1 The Contractor shall be entitled to invoice the Department on a monthly basis for Services provided under the Agreement in the form of a Recipient Created Tax Invoice (see clause 17.6) for each allocated Run.

15.2 Unless the Parties otherwise agree in writing, the Contractor shall forward a Payment Claim Form (in lieu of a valid Tax invoice) to the Department for each Run at the end of each month. The Form shall be complete, unaltered and be stamped and signed by the school principal or delegate, and must be submitted to the Department for payment within 14 days of the end of each calendar month during which the Service was provided.

15.3 The Department shall not be required to pay the Contractor in relation to student travel unless the relevant school has certified on the Form that all the students, in respect of whom the claim for payment is made by the Contractor, were scheduled for transport to and from school on the day or days claimed by the Contractor.

15.4 Subject to the provisions of this Agreement (including without limitation clauses 15.3, 15.6, 15.7, 16 and 26) and unless otherwise agreed by the Parties, the Department shall pay the Contractor for the number of kilometres as stated on the Form at the applicable Loaded Kilometre Rate plus any Travel Support Officer allowance payable within twenty-eight (28) days of the date of receipt of the Payment Claim Form. It should be noted that the Department regards the timely payment of transport services as a high priority.

15.5 Payment to the Contractor shall be by way of direct deposit into the Contractor’s nominated bank account.

15.6 Should the Contractor refuse or fail to carry out the instructions or requirements of the Department in accordance with this Agreement, the Department may suspend all payments to the Contractor without penalty until such instructions or requirements have been complied with by the Contractor.

15.7 The Department shall withhold from any sums due to the Contractor such sum/s as the Department is obliged to withhold under any relevant taxation or other legislation.
16. **PAYMENT RELATING TO VARIATIONS TO TRAVEL/NON OPERATION OF SERVICE**

16.1 Payment will only be made for actual travel. Payments or the requirement for Services may be adjusted if students are absent for extended periods or where variations to travel arrangements result in students travelling reduced distances.

Note:
1. Private arrangements with parents or schools to vary travel patterns, routes or times are not permitted.
2. Schools and parents will be required to notify the operator immediately they are aware of the temporary absence of a student for any reason, e.g., illness, family holiday etc.
3. The Contractor shall notify the Department of any temporary absences in any period by providing details of such absences on the relevant standard Form.

16.2 No payment will be made when:-

16.2.1 the Contractor does not operate for reasons which are regarded as normal commercial risks, e.g., mechanical breakdown, industrial action, accident, failure of Driver to report for duty, unavailability of fuel or spares and the like; or

16.2.2 variations occur to travel arrangements unless prior written approval is obtained from the Department.

16.3 If the Department considers that any payment made to the Contractor has not been based on a distance that is the shortest practicable distance, then the Contractor shall be required to repay any such discrepancies.

16.4 When the Contractor attempts to provide the Service and is prevented from doing so by natural hazards, e.g. bushfires, payment is to be made only for any portion of the Service actually performed.

Note: The Contractor shall notify the Department as soon as the driver/contractor becomes aware of any adverse traffic conditions or any other factor that require departure from the shortest or approved route to avoid any possible misunderstanding.

17. **TAXES AND GST**

17.1 Subject to the provisions of this clause, all taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Contractor.

17.2 If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration (within the meaning of the GST Law) payable for the Service must be varied so that the Contractor’s net dollar margin for the Service remains the same.

17.3 To ensure that no Pay As You Go (PAYG) withholding applies, the Contractor must have an Australian Business Number (ABN).

17.4 During the Term of the Agreement, the Contractor shall notify the Department and provide details of any change in GST registration status, within 14 days of the change occurring.

17.5 Payments made to GST registered Contractors will include the GST component. It is the Contractor’s responsibility to forward the GST component to the Australian Taxation Office (ATO).

17.6 The Department and the Contractor (if registered for GST) agree to enter into this written Recipient Created Tax Invoice (RCTI) agreement. The Department and the GST registered Contractor agree that the Department will issue RCTI’s to the Contractor within 28 days of
determining the value of the supplies specified in this Agreement. The Contractor will not issue tax invoices in respect of these supplies.

17.7 The Department and the Contractor (if not registered for GST) agree that the Contractor will issue an invoice to the Department for the supplies specified in this Agreement.

18. PRICE BASIS
18.1 Payments will be calculated based on the vehicle category and the total distance travelled daily as set out in the Schedule of rates at Item 4 of Schedule 1 to this Agreement for loaded kilometres. Distance travelled will be calculated by the shortest practicable route between the student’s homes and their school/s.

18.2 The Schedule of rates shall be subject to annual review by the Department.

18.3 The annual review shall take account of the previous twelve (12) months (as at the 30 September) CPI as published by the Australian Bureau of Statistics for Sydney, and related industry cost increase, e.g., fuel, insurance. The Department shall then determine an appropriate percentage increase to apply to all contractors each year. Such increase shall be not less than the previous twelve (12) months (as at 30 September) CPI as published by the Australian Bureau of Statistics for Sydney.

19. WORK HEALTH, SAFETY AND REHABILITATION
19.1 The Contractor warrants that it will comply with all its obligations under the following Acts and instruments in the performance of the Agreement:-

19.1.1 Work Health, and Safety Act 2011 (NSW); any regulations made under that Act; and

19.1.2 Any relevant Codes of Practice made under that Act.

19.2 The Contractor shall ensure that the Contractor’s Subcontractors will comply with the WHS&R requirements listed in clause 19.1 in the performance of the Agreement.

20. TRAINING
20.1 During the Term of the Agreement, the Department may require the Contractor and/or its Personnel to undertake training to ensure the safety of the Contractor, its Subcontractors, Drivers, Travel Support Officers and Students and to improve the quality of Services provided under the Agreement.

20.2 Training may include, but shall not be limited to:-

- Child Protection training;
- how to restrain wheelchairs and their occupants;
- operation of hoists and ramps; or
- specialised training in relation to the identified needs of student/s being transported.

20.3 The Contractor shall ensure that all Personnel required to undertake training shall comply with the requirements of the Department.

20.4 Costs associated with training of the Contractor or its Personnel shall be met by the Contractor.
21. **EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION**

21.1 The Contractor warrants that it is aware of and shall comply with the requirements of the Department’s policies on Equal Employment Opportunity and Anti-Discrimination during the performance of the Service.

22. **MINIMUM INSURANCE REQUIREMENTS**

22.1 The Contractor must hold and maintain and must ensure that all employees, Personnel, and Subcontractors utilised in the provision of the Services are beneficiaries under or otherwise hold and maintain the following insurances for the Term, or for such other period as may be specifically required by this Agreement for the particular policy:

22.1.1 legal liability or public liability insurance to the value of at least the amount of twenty (20) million dollars in respect of each claim; and

22.1.2 (where utilising employees) workers compensation insurance in accordance with applicable legislation for all the Contractor’s and Subcontractor’s employees; and

22.1.3 “business use” compulsory third party (personal injury) insurance policy in respect of the Designated Vehicle/s; and

22.1.4 “business use” comprehensive motor vehicle insurance policy in respect of the Designated Vehicle/s, which covers damage cause by all Drivers utilising the Designated Vehicle. (taxi insurance should be as per the Special Conditions at Schedule 4 to this document).

22.2 All policies of insurance must be effected with an insurer acceptable to the Department.

22.3 Within 7 days after the Commencement Date and then within 7 days of the anniversary of the renewal date for each policy, for every year for which the Contractor is required to maintain the policy under this Agreement, the Contractor must produce documentary evidence to the Department that the insurance required under this Agreement is current and in effect.

22.4 If the Contractor fails to comply with this clause 22, the Department may terminate the Agreement in accordance with clause 26.2.

22.5 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

23. **INDEMNITY BY THE CONTRACTOR**

23.1 The Department accepts no liability for injuries suffered by students, Travel Support Officers, Personnel or any other person, during the provision of the Service.

23.2 The Contractor will be liable in respect of and indemnifies and shall keep indemnified the Department, the NSW Government, their officers, employees and agents against any claim, loss or expense or damages (including a claim or demand, loss or expense or damages arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together “the loss”) as a result of any act or omission of the Contractor or its Personnel in performing the Services and the Contractor hereby agrees to release and discharge the Department from any actions, proceedings, claims or demands which, but for this provision, might be brought against or upon the Department. The amount of all claims, damages, costs and
expenses which may be paid, suffered or incurred by the Department, the NSW Government, their officers, employees and agents in respect of any such loss, damage or injury shall be made good at the Contractor’s expense and may (in the first instance) be deducted from any monies due or becoming due to the Contractor with any balance being sued for as a debt.

24. PAYMENT OF WAGES AND ALLOWANCES

24.1 The Contractor must ensure that all Personnel employed or engaged by it in connection with the Services are paid wages and allowances of every kind required to be paid by or under any relevant award, the determination or order made under legislation in force in New South Wales or by or under any workplace agreement that is in force in New South Wales and that all such persons are employed under the conditions contained in any such award, judgment, order or workplace agreement.

24.2 Notwithstanding any other provision of this Agreement, payment of the Contractor’s invoices is conditional upon the Contractor giving the Department, on request, a statement to the effect that in respect of work undertaken by its Personnel and Subcontractors pursuant to this Agreement:

(a) no remuneration or other benefits are due and owing by the Contractor to its Personnel (including deemed workers under any legislation); and

(b) no payroll tax is due and owing by the Contractor; and

(c) there are no unpaid workers compensation insurance premiums due.

24.3 The statement referred to in 24.2 will also cover the Contractor’s obligations in relation to employees of sub-contractors in accordance with the various requirements of s175B Workers Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where subcontractors are engaged during the contract period.

24.4 The Department is not liable for any of the Contractor’s employee “on-costs”, including wages, salaries, holiday pay or allowances, sick pay, workers’ compensation, superannuation, PAYG tax, payroll tax, fringe benefits tax, training levy or any other tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Contractor.

24.5 The Contractor indemnifies the Department against any loss or liability (including statutory liability of the Contractor or any Subcontractor for unpaid remuneration or other benefits, workers compensation insurance premiums, workers compensation liability, superannuation liability and unpaid pay-roll tax) directly or indirectly arising from breach of this clause or failure to pay the foregoing when due.

25. ASSIGNMENT AND SUBCONTRACTING

25.1 The rights and obligations of the Contractor under this Agreement may not be assigned in whole or in part and/or this Agreement may not be novated without the prior written consent of the Department. It is not the current intention of the Department to allow assignment of the Agreement.

25.2 The Contractor, whose name and ABN is detailed at Item 2, Schedule 1 is the organisation approved and contracted to provide the Service. A change of ABN throughout the Term of the Agreement will be treated as “assignment” in accordance with clause 26.1, and may result in Termination of this Agreement.

25.3 The rights and obligations of the Department under this Agreement may be assigned to another NSW Government department, without the consent of the Contractor.

25.4 The Department recognises that the Contractor may need to utilise the services of Subcontractor(s) and or in the case of taxis, bailee drivers in order to provide the Service. In
such cases, it will be an express condition of this Agreement that, for all purposes, the Subcontractor(s) will be regarded as Personnel of the Contractor.

25.5 The Contractor must not sub-contract the Agreement, the Services or use the services of a Subcontractor without first obtaining the written consent of the Department, which may be subject to any conditions which the Department, in its absolute discretion, may impose.

25.6 The Contractor must not sub-contract to more than one level in providing the Service under the Agreement, that is, the Contractor’s Subcontractor must not sub-contract.

25.7 Without limiting subclause 25.5, it is a condition of the Department’s approval under subclause 25.5 that the Contractor ensures the Subcontractor is fully aware of and complies with all of the Contractor’s obligations under the Agreement.

25.8 A consent under this clause does not relieve the Contractor from its liabilities or obligations under the Agreement.

25.9 Regardless of any consent given, the Contractor will be responsible for ensuring the suitability of any Subcontractor and that the Subcontractor meets the requirements of this Agreement.

25.10 The Department may withdraw its consent to a Subcontractor if in its reasonable opinion the Subcontractor is not meeting the requirements of the Agreement. The Department will notify the Contractor in writing that its consent is withdrawn and the Contractor will immediately terminate its arrangement with the Subcontractor.

25.11 The Department is not liable for any damages or consequential loss or loss of profits of the Contractor or any Subcontractor associated with the Department’s failure to grant consent under clause 25.5 or the withdrawal of the Department’s consent under clause 25.10.

25.12 The Department will not be under any obligation to make payment for any monies due by the Contractor to any Subcontractor.

25.13 The Contractor is liable for any acts or omissions of any Subcontractor or any employee or agent of the Subcontractor as fully as if they were the acts or omissions of the Contractor and indemnifies and releases the Department from any liability or loss resulting from the acts or omissions of any Subcontractor.

25.14 This clause will not merge on the completion or earlier termination of this Agreement.

25.15 The Contractor will ensure that a Subcontractor is aware of and complies with all the terms and conditions of this Agreement relevant to the Services being provided by the Subcontractor.

25.16 The Contractor is required to obtain and retain a statement from its subcontractors in respect of compliance with the various requirements of s175B Workers Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where subcontractors are engaged during the contract period. By signing the statement subcontractors declare that they have paid workers compensation insurance premiums, payroll tax and all remuneration payable to their employees. Such a statement is to be in the form of the “Subcontractor’s Statement” available from the Workcover NSW website at the following address:


26. TERMINATION AND SUSPENSION

26.1 Termination for Convenience

26.1.1 The Parties acknowledge that there is no guaranteed Term for any allocated Run(s) under the Agreement or that any Run(s) will be allocated to the Contractor.
26.1.2 Either Party may without reason terminate this Agreement or any part thereof by giving not less than 20 Business Days written notice to the other Party.

26.1.3 Subject to clauses 15.3, 15.6, 15.7, 16 and 24, upon termination the Department shall pay to the Contractor the remuneration (as set out in clause 14) for Services carried out up to the Date of Termination, including payment for any Services provided by the Contractor in the period between the date of the notice and the date that the termination becomes effective, but the Department shall not be liable to pay any additional fees, charges, expenses or costs.

26.2 Termination for Cause

26.2.1 Without prejudice to its rights at common law, the Department may immediately terminate this Agreement, in whole or in part, by written notice to the Contractor (“Notice of Termination for Cause”):-

26.2.1.1 where the Contractor makes or is found to have made any statement, represents any fact, or information, makes or is found to have made any other representation or provides material in response to the Request for Tender or call for expression of interest which is false, untrue, or incorrect in a way which materially affects the Agreement; or

26.2.1.2 where legal or licensing proceedings are commenced by the Australian Competition Consumer Commission, RTA, Transport NSW, Australian Prudential Regulation Authority, Australian Securities Investment Commission, the Independent Commission Against Corruption, or similar investigative or other body against the Contractor, any employee, authorised subcontractor or bailee alleging corrupt conduct, collusive tendering or breach of any relevant Law; or

26.2.1.3 where the Contractor, any employee, authorised subcontractor or bailee commits a breach of one or more terms of the Agreement; or

26.2.1.4 where the Contractor, any employee, authorised subcontractor or bailee assigns its rights and/or obligations, or novates this Agreement or subcontracts the Agreement except in accordance with this Agreement; or

26.2.1.5 in the case of the Contractor's insolvency or bankrupt in; or

26.2.1.6 if the Contractor abandons or refuses to proceed with any of the Services after having commenced the same; or

26.2.1.7 if the Contractor or any of its Personnel or any employee, authorised subcontractor or bailee otherwise fails to comply with the provisions of this Agreement; or

26.2.1.8 where the Contractor or any of its Personnel or any employee, authorised subcontractor or bailee is charged with a serious criminal or motor traffic offence or allegations of Reportable Conduct have been made against a Driver (Refer Schedule 3 “What is Reportable Conduct?”); or

26.2.1.9 where the Contractor or any of its Personnel or any employee, authorised subcontractor or bailee fail to pass any “Working with Children Check”; or

26.2.1.10 where there is a substantial change in control of the Contractor to which the Department has not given prior written consent; or

26.2.1.11 where there is a change in the affairs or reputation of the Contractor which in the reasonable opinion of the Department causes a deterioration in the nature or quality of the relationship with the Contractor or the affiliation it involves; or

26.2.1.12 where there is a finding adverse to the Contractor or any employee, authorised subcontractor or bailee under clause 28.3 of this Agreement; or
26.2.1.13 where the Contractor at any time fails to provide any of the documentation required under clause 3; or

26.2.1.14 where any Driver is found not to have English language skills as required under clauses 9.5 and 11.2.1; or

26.2.1.15 where a performance evaluation of the Contractor under clause 28 is unacceptable to the Department.

26.2.2 If the Department terminates the Agreement or any part of the Agreement under clause 26.2.1, then the Contractor shall have no claim whatsoever against the Department in respect of such termination and shall be entitled only to payment of any outstanding invoices as at the date the notice of termination was given, except to the extent any invoice is the subject of a dispute which is yet to be finalised.

26.2.3 The Department may, if it considers circumstances so require and without prejudice to any other rights (particularly under clauses 6 and 7) the Department may terminate this Agreement in respect of one or more Runs.

26.3 Suspension and Termination of Services of Drivers and Travel Support Officers

26.3.1 In addition to the Department’s rights under clause 26.2, the Department may give the Contractor a written notice requiring the Contractor to suspend or terminate the Services of one or more of its Driver/s from the date set out in the notice if the Driver has breached, is in breach of or is likely to breach this Agreement, including serious criminal or repeated traffic offences; or allegations of Reportable Conduct have been made against a Driver (Refer Schedule 3 “What is Reportable Conduct?”) or is not performing the Services in a diligent or competent manner.

26.3.2 If the matter is subject to an inquiry the Contractor may appoint a different Driver to continue the Service while the result of the inquiry is pending, providing the appointed Driver has met the requirements of the Agreement and is approved by the Department.

26.3.3 In circumstances where allegations are made against a Travel Support Officer the Department will advise the Contractor and the Travel Support Officer of the suspension. The Travel Support Officer in consultation with relevant school principal is responsible for arranging a relief Travel Support Officer; however, the Contractor may be required to assist. The Student designated for support by the Travel Support Officer cannot continue to travel on the Run until a relief Travel Support Officer and been identified and received all the necessary clearances from the Department.

26.3.4 Following receipt of advice from appropriate authorities, the Contractor shall be informed immediately as to whether the suspension is to be lifted or the Driver’s/Travel Support Officer’s approval status is revoked.

26.3.5 The Department shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Contractor as a result of the suspension or termination of any Services, Drivers or Travel Support Officers by the Department.

27. SET-OFF/MONEY RECOVERABLE BY THE DEPARTMENT

27.1 The Department may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Department in connection with the supply of the Service.

27.2 Without limiting clause 27.1, any damages, costs and expenses recoverable by the Department from the Contractor in consequence of the Contractor’s breach of the Agreement may be deducted from money then due to the Contractor under the Agreement.
If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Department and may be:-

(a) set off against any other money due to the Contractor by the Department under this or any other Agreement between the Department and the Contractor; or

(b) recovered from the Contractor by the Department in an appropriate court.

27.3 Nothing in this clause will affect the right of the Department to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

28. PERFORMANCE EVALUATION

28.1 The Department reserves the right to monitor and evaluate the performance of the Contractor as required, throughout the Term of the Agreement, to ensure a high quality of Service is provided.

28.2 Such evaluation may include consultation with School departments, parents and other interested parties.

28.3 If such evaluations indicate that the Contractor’s Service provision is substandard, poses a risk to students’ safety or results in continual complaints from parents or schools the Department may terminate any or all Run/s in accordance with clause 26.2, limit future Run allocations or reduce the assessed level of Run capacity of the contractor.

29. EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

29.1 The Contractor authorises the Department and its employees and agents to make available to NSW Government departments or agencies information concerning the Contractor, including any information provided by the Contractor to the Department and any Information relating to the Contractor’s performance under the Agreement, or the Contractor’s financial position.

29.2 The Contractor acknowledges that Information about the Contractor from any source including any substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.

29.3 The Department regards the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 24 of the Defamation Act 2005.

29.4 The Contractor releases and indemnifies the Department and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information of or about the Contractor. Without limiting the above, the Contractor releases the Department and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.

30. ENTRY TO OFFICIAL ESTABLISHMENTS

30.1 All Personnel entering official establishments, including schools, are required to be approved and conform with the regulations regarding security and discipline within the area as may be laid down by the Department, Authority or school concerned.

31. DAMAGE TO PROPERTY

31.1 If, in the performance of the Contractor's obligations herein, the Contractor or any Personnel, Subcontractor, servant or agent of the Contractor by any act or omission damages or causes to be damaged any property of the Department or the NSW
Government, then the Contractor shall pay the costs of repairing and making good such
damage and the amount of any consequential losses, costs or expenses which may be
suffered or incurred by reason of such property having been so damaged.

31.2 If a student’s behaviour results in damage to the Designated Vehicle the Contractor may
negotiate with the parent/carer for compensation. The Department is not liable for any
damage to vehicles arising from the Services performed under this Agreement.

32. ACCESS TO CONTRACTOR’S PREMISES

32.1 During the Agreement Term, the Contractor shall at all times during ordinary working hours
(i.e. Monday to Friday, 9.00am to 5.00 pm) permit or arrange for the Department and its
representatives (including but not limited to the Department’s Representative) or agents to
have reasonable access as required to the Contractor’s and its Subcontractor’s premises,
Designated Vehicles, Personnel, systems, documents and records to inspect, audit and
review the processes and methods of the Contractor to ensure compliance with this
Agreement.

33. WAIVER

33.1 A waiver in respect of a breach of a term of this Agreement by the other Party shall not be
taken to be a waiver in respect of any other breach. The failure of either Party to enforce a
term of this Agreement will not be interpreted as a waiver of that term.

34. APPLICABLE LAW

34.1 This Agreement is governed by the laws of the State of New South Wales and the Parties
submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.

35. NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP

35.1 The Contractor agrees that the Contractor will not be taken to be, nor will it represent that it
is, the employee, partner, officer and/or agent of the Department.
This Agreement is executed on 201--

Execution by the Department:

Signed for and on behalf of THE NSW DEPARTMENT OF EDUCATION AND COMMUNITIES by XXXXX but not so as to incur personal liability in the presence of:

………………………………
(signature of witness)

………………………………
(print name of witness)

Execution by the Contractor

Signed for and on behalf of

………………………………
(insert name of Organisation as per the Agreement The details)

ABN: …………………………………………
(insert Organisation A.B.N.)

by …………………………………………
(insert name of Signatory)

in the presence of………………………………
(insert name of witness not a party to this Agreement)

in the presence of………………………………
(insert name of witness not a party to this Agreement)
SCHEDULE 1 AGREEMENT DETAILS

This Schedule forms part of the Agreement between the Department and the Contractor.

<table>
<thead>
<tr>
<th>Item 1</th>
<th>THE DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>New South Wales Department of Education and Communities</td>
</tr>
<tr>
<td>ABN:</td>
<td>40 300 173 822</td>
</tr>
<tr>
<td>Address</td>
<td>35 Bridge Street, Sydney 2000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 2</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>[The Department will insert name of company or individual on award of Agreement]</td>
</tr>
<tr>
<td>ABN:</td>
<td>[The Department will insert A.B.N on award of Agreement]</td>
</tr>
<tr>
<td>Address:</td>
<td>[The Department will insert street address on award of Agreement]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 3</th>
<th>TERM (Clause 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement Date:</td>
<td>The Department will insert Commencement Date on award of Agreement.</td>
</tr>
<tr>
<td>Term:</td>
<td>1 year from Commencement Date or to the end of the school year</td>
</tr>
<tr>
<td>Extension Options:</td>
<td>4 x up to 1 year, at the sole discretion of the Department</td>
</tr>
</tbody>
</table>

The term of a Run is, subject to clause 26, from date of grant until date of end of school year in which Run is granted.

<table>
<thead>
<tr>
<th>Item 4</th>
<th>PRICE DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loaded Kilometre Rate:</td>
<td>The Department will insert the Schedule of Run Rates on award of Agreement.</td>
</tr>
</tbody>
</table>
SCHEDULE 2  ALLOCATED RUN/S DETAILS

[The Department will insert Run Card details on award of Agreement]
SCHEDULE 3 – REPORTABLE CONDUCT

What is Reportable Conduct?
The NSW Child Protection Legislation states grounds for reporting allegations of any assault, neglect or ill-treatment of a child to the NSW Ombudsman, and in some cases to the NSW Police, the Department of Community Services (DoCS) and the Commission for Children and Young People (CCYP).

An allegation of reportable conduct involving an employee, contractor or its personnel, is a very serious matter and must be handled with a high degree of sensitivity and confidentiality.

Assisted School Travel Drivers’ or Travel Support Officers’ behaviour that may result in a notification and may also be criminal acts includes:

- having sexual relations with students
- possessing, computer downloading or distributing child pornography
- deliberately exposing a student to the sexual behaviour of others including pornography
- conversing about sexual matters including telling jokes of a sexual nature
- making sexually suggestive remarks, actions or obscene gestures
- touching student passengers inappropriately including repeated and unnecessary touching of students on the back, shoulders, arms and legs (exception may be with wheelchair students who require lifts in and out of the vehicle and assisting disabled student passengers with seat belts)
- using unnecessary force to make physical contact with a student as a prompt for a verbal instruction or to force compliance
- engaging in any conversations with passengers that may be considered inappropriate. This includes swearing and questioning children about aspects of their home life.
- shouting angrily at students to intimidate them
- making contact, either by telephone, in writing or in person, with a student outside of travelling times
- commenting to or about students on the basis of disability, gender, sexuality, cultural or racial stereotypes
- removing a student from the vehicle during the journey or hitting them as a disciplinary measure
- threatening students with physical punishment
- humiliating a student as an example to other students
- giving gifts of any kind to students, including lollies and drinks unless directed by Principal
- giving alcohol or drugs to students or encouraging or condoning the use of alcohol or drugs by students
- consuming alcohol or being affected by alcohol while performing duties as a Driver or an Travel Support Officer
- not delivering students to an approved supervised address attended by a responsible adult
- not ensuring the safety of students while entering, travelling in and exiting from the vehicle

Some conduct is considered reasonable when the purpose is to provide behaviour management or to support the health care needs of students in accordance with an approve behaviour management or health care management plan and following appropriate training.

Assisted School Travel Drivers and Travel Support Officers should:

- seek assistance with regards to a student’s behaviour management from the student’s school or the Assisted School Travel Unit (ASTU). Any behaviour that affects the safety and wellbeing of other students and staff must be reported to the Principal and the ASTU.
- Ask the student, their parent or carer or the school what assistance the student with a disability needs. Each student will have individual needs, just like everyone else. Some may experience difficulties in learning new information, understanding complex instructions and expressing and understanding language. It is important at all times to treat the student with the same respect as you would others.
Who will report?

A Principal, parent or someone in the community can make a notification about a transport Driver’s or Travel Support Officer’s behaviour with a student in their care. The notification can be made to the Principal or directly to the Department of Community Services (DoCS).

When an allegation concerning a DET employee, contractor or its personnel, is of a child protection nature, the Principal must notify DoCS and/ or the police and must also notify Employee Performance and Conduct Unit (EPAC) within one working day.

What may happen following a notification of reportable conduct?

Sometimes the complaints are relatively minor and not child protection matters and can often be resolved in the workplace by the supervisor using complaints and / or performance improvement processes. Where there are concerns about suspected risk of harm to a child related to actions of a DET employee, contractor or its personnel, the additional action may result in:

a) A notification to the Department of Community Services (DoCS) and/or NSW Police.
   This may result in a police investigation and criminal charges.

b) A notification to DET Employee Performance and Conduct Unit (EPAC)
   EPAC has procedures that are guided by legislation, for responding to allegations of a child protection nature against employees, contractors and its employees, and includes:
   - A Risk Assessment
     EPAC may assess the risks and take action to ensure a student’s safety. The employee, contractor or its employees, may be transferred to alternative duties or suspended from duty during the investigation.
   - An Investigation
     EPAC Investigators gather, record and analyse evidence. The student and any witnesses may be interviewed by professionals. The allegation is presented in writing to the employee/contractor. The employee/contractor is given 14 days to respond either in writing or at an interview.
   - Reporting
     EPAC will then determine which allegations must be reported to the NSW Ombudsman and which matters require a report to the Commission for Children and Young People (CCYP). This may affect future applications for child related employment/engagements. Refer to www.kids.nsw.gov.au
   - The Decision
     The employee/contractor is advised in writing of the outcome.
   - Taking Action
     The Manager, Assisted School Travel is informed of actions to be taken. These actions may include termination of contracts and services or restricted access to DET sites.

What support is available?

During an investigation of an allegation of reportable conduct an employee, contractor or its personnel, can seek support and welfare advice through their Staff Support Officer (if available) or the Employee Performance and Conduct Unit (EPAC) Senior Counsellors Ph. 9266 8070.

Other information and contacts

Contact resources for matters relating to child protection and reportable conduct are as follows:

- **NSW DEPARTMENT OF COMMUNITY SERVICES**  
  DoCS Helpline 132 111  
  www.community.nsw.gov.au

- **NSW POLICE**  
  Police Assistance Line 131444

- **DEPT OF EDUCATION AND COMMUNITIES**  
  www.det.nsw.edu.au/policies

Guidelines for the Management of Conduct and Performance 2006, Section 7
Responding to Allegations against Employees in the Area of Child Protection 2004 Section 7
SCHEDULE 4  SPECIAL CONDITIONS – TAXIS

[The Department will, where relevant, insert Special Conditions applicable to the engagement of taxis for the provision of services under the Assisted School Travel Program on award of Agreement].
Expression of Interest (EOI) DETPR-20-11

Provision of Transport Services throughout NSW to the Assisted School Travel Program for NSW Department of Education and Communities - Addition of providers to the Eligible Service Provider List - 2012 – 2016.

Evaluation Report
### Document Control

<table>
<thead>
<tr>
<th>Version</th>
<th>Description</th>
<th>Author</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Draft</td>
<td>David Lloyd</td>
<td>16 Dec 2011</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Document Distribution

CPO Procurement Directorate Department of Education and Communities  
Assisted School Travel Program Steering Committee Chair  
Assisted School Travel Program Expression of Interest Evaluation Committee
1. EXPRESSION OF INTEREST OVERVIEW 5
2. CONTRACT CONDITIONS 5
3. VALUE 5
4. PROCUREMENT OBJECTIVE 5
5. STRATEGY 6
6. PROBITY 6
7. EVALUATION PROCESS 6
8. EXPRESSION OF INTEREST EVALUATION TEAM 11
9. TET RECOMMENDATION 11
10. TET ENDORSEMENT 12
1. **EXPRESSION OF INTEREST OVERVIEW**

The Department of Education and Communities’ Assisted School Travel Program (ASTP) provides transport services to support eligible students with disability in NSW to access education in Government and Non-Government Schools. The Assisted School Travel Program is administered by the Assisted School Travel Unit (previously the Special Transport Unit) located in the Wollongong State Office.

The Department currently engages contractors to provide approximately 2,232 transport services daily for an average of more than 9,200 school students to access educational services. The current arrangements were established under open Expression of Interest in most areas of NSW and have been in place since 2002.

The primary objectives of the Expression of Interest are:

a) To invite transport service providers to be added to the Eligible Service Provider List for the provision of transport services to the NSW Department of Education and Communities’ Assisted School Travel Program;

b) To invite new respondents and allow respondents who have had their initial Expression of Interests rejected another opportunity to demonstrate their capacity to deliver services under the program.

c) Compliance with all applicable laws, standards, codes and policies outlined in the Expression of Interest documentation.

The ESP list will be valid for a term of 5 years and is to be used to award contracts for transport services for the ASTP for periods of up to one year.

2. **CONTRACT CONDITIONS**

The Expression of Interest covers the supply of travel support services to support the ASTP as outlined in Part B, Statement of Requirement of the EOI. Contracts for the supply of services may be offered to those service providers who are successfully placed on the ESP list in accordance with travel support as may be required from time to time. Contract conditions will be in accordance with Part D of the EOI (Form of Agreement) and any variations to the Form of Agreement during the course of the validity of the ESP list.

3. **VALUE**

The assessment of value pertaining to this procurement activity is not relevant due to no consideration given to pricing for the purposes of evaluation.

4. **PROCUREMENT OBJECTIVE**

The primary objectives of the Expression of Interest are:

a) To invite transport service providers to be added to the Eligible Service Provider List for the provision of transport services to the NSW Department of Education and Communities’ Assisted School Travel Program;

b) To invite new respondents and allow respondents who have had their initial Expression of Interests rejected another opportunity to demonstrate their capacity to deliver services under the program.
c) Compliance with all applicable laws, standards, codes and policies outlined in the Expression of Interest documentation.

5. STRATEGY

This document invites Expressions of Interest (EOI) for transport service providers to be added to the Eligible Service Provider List for the provision of transport services to the NSW Department of Education and Communities’ Assisted School Travel Program. Transport services under this EOI are the same services originally the subject of Request for Expression of Interest DETP1028 made by the Department in late 2010, which resulted in the creation of an Eligible Service Provider List to supply Transport services throughout New South Wales to the Assisted School Travel Program.

NSW Department of Education and Communities (DEC) Procurement Directorate prepared the EOI.

The TET assessed Expression of Interest responses in accordance with the approved Expression of Interest Evaluation Plan, including the following provisions:

- Non-Conforming Expression of Interests would be excluded subject to clause 1 of Part B of the EOI;
- The Department may assess Alternative Expression of Interests against the evaluation criteria where submitted with a Conforming Expression of Interest;
- The Department expressly reserves the right to accept, in its discretion, either or both of the following:
  - Any Alternative Expression of Interest or part of an Alternative Expression of Interest, where submitted with a Conforming Expression of Interest; and
  - Any other Non-Conforming Expression of Interest or part of a Non-Conforming Expression of Interest (not, in either case, being an Alternative Expression of Interest or part of an Alternative Expression of Interest) that, in the Department’s opinion, is substantially a Conforming Expression of Interest;
- If the Department rejects all or any of the Expression of Interests received it may invite fresh Expression of Interests based on the same or different criteria.

6. PROBITY

A probity advisor was not engaged for the purposes of this Expression of Interest process.

7. EVALUATION PROCESS

The Expression of Interest Evaluation Team (TET) met and evaluated all the Expression of Interest responses in accordance with the Evaluation Plan. The TET decided that due to the large number of responses and the differences in the evaluation process depending on the number of runs requested by the respondents it was decided to split the evaluation into three separate phases as follows:

- Phase 1 Initial cull and evaluation of Expression of Interests requesting 1 run.
- Phase 2 Evaluation of Expression of Interests requesting 2-5 runs
- Phase 3 Evaluation of Expression of Interests requesting 6 runs or more.

All phases of the evaluation proceeded in accordance with the stages detailed hereunder, as directed in the Expression of Interest Evaluation Plan.
Stage 1: Initial Cull

This stage commenced with Expression of Interest opening. A report was prepared by the DEC’s Expression of Interest Opening Committee, which identified the Expression of Interests received from the following 92 respondents:

- 39 Expression of Interests responses were submitted using the NSW E Expression of Interest web site, and
- 53 Hard copy Expression of Interests were submitted direct to the Procurement Directorate Expression of Interest box

Refer to Annex A for a full list of the Expression of Interest respondents.

Step 1 – Assessment of late Expression of Interests and seriously non-conforming Expression of Interests

Expression of Interests closed at 3:30pm 29 November 2011 and there were a total of 4 Expression of Interests received after the Expression of Interest closing time. The TET considered that the acceptance of the late Expression of Interests would not adversely affect respondents who submitted their Expression of Interest on time from achieving acceptance onto the Eligible Service Provider List. Listed below are the late Expression of Interests.

<table>
<thead>
<tr>
<th>Respondents Company Name</th>
<th>Respondents First Name</th>
<th>Respondents Surname</th>
<th>Date Expression of Interest Response Received</th>
<th>Time Response Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business/personal information of third parties.</td>
<td>30/11/11</td>
<td>8:10am</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29/11/11</td>
<td>4:38pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29/11/11</td>
<td>4:25pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29/11/11</td>
<td>3:50pm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The committee considered that the integrity and competitiveness of the EOI process would not be compromised and decided to include all 4 late Expression of Interests in the evaluation process.

An initial review was conducted by the TET to identify any seriously non-conforming Expression of Interests. There were 9 Expression of Interests submitted that were considered to be non-conforming and were therefore not considered further. The table below list the Expression of Interests found as non-conforming and shows the reasons why the TET felt the Expression of Interests did not conform to the requirements of the EOI.
Table 2 - Non-Conforming Expression of Interests

<table>
<thead>
<tr>
<th>Respondents Name</th>
<th>Respondents Method of Lodgement</th>
<th>Reason why submitted Expression of Interest was non-conforming</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Electronically</td>
<td>Submitted copy of previous RFT (DETP 1028) response document</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Submitted copy of previous RFT (DETP 1028) response document</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Submitted copy of previous RFT (DETP 1028) response document</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>NO EOI submitted, sent Form 1 driver /relief details form. Business Name is not listed on document.</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Sent Addenda documents - no EOI</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Sent through some supporting material electronically such as resume, photos and a letter, however no EOI response Part C</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Submitted a letter for additional runs</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Submitted a blank EOI response Part C</td>
</tr>
<tr>
<td></td>
<td>Electronically</td>
<td>Submitted a letter for additional runs</td>
</tr>
</tbody>
</table>

Table 3 - Non-Compliant Expression of Interests

<table>
<thead>
<tr>
<th>Respondents Name</th>
<th>Reason why submitted Expression of Interest was non-compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tenderer’s usual vehicle is 25 years old. Clarification sought by TET respondents’ intention to acquire conforming (i.e. 15 years or less) vehicle. Response received by respondent in writing confirming no intention to acquire conforming vehicle.</td>
</tr>
<tr>
<td></td>
<td>Respondent nominated identical vehicles and drivers from partner’s DETPR-1028 Tender Response under a different company.</td>
</tr>
</tbody>
</table>

Step 2 – Identify Alternative Expression of Interests

No alternative Expression of Interests were submitted.

Stage 2: Detailed Evaluation of Expression of Interests

The TET believes that a score below 15 out of 30 would represent a risk to services to the Department and that all respondents that score between 0-14 may need to be rejected.

All assessed tender responses (excluding who were assessed as non-compliant as noted at Table 3) received a score of 15 or greater.

Total Number of Respondents: 92
Total Run Capacity: 221
Step 1 – Non Price Scoreable Requirements for Respondents requesting 1 run.

The Non-Price Scoreable requirements as detailed in the Evaluation Plan applied to all respondents. The score applied to each Expression of Interest was based on the Expression of Interest responses, resulting in a technical score as a maximum of 30. The breakdown of the Non-Price Scoreable requirements consisted of the following criteria:

- Was the respondent a current provider of the ASTP?
- Was the correct number of vehicles (including adequate relief vehicles) nominated for the runs requested?
- How many years’ experience in providing ASTP or similar services does the respondent have?
- Is the respondent currently engaged in providing services to community organisations?
- If not engaged with community services is the respondent prepared to do so in the future?
- Has the respondent provided details of sufficient drivers and relief drivers for the runs requested?
- What is the average age of vehicle offered for service?
- Ethical Behaviour/reference check.

Step 2 – Non Price Requirements for Respondents requesting 2-5 runs.

Respondents that requested more than one run but less than six runs were assessed as to their financial capacity and adequacy of resources identified in order to perform services for the number of runs requested. Three questions in the assessment required responses and all responses needed to be supported by evidence. If a respondent was unable to adequately provide evidence in support of the requirement the number of runs allocated would be reduced to a maximum of one run.

All respondents who adequately provided responses to the questions were assessed as having the capacity to operate the number of runs requested up to a maximum of 5 runs.

Step 3 – Non Price Requirements for Respondents more than five runs

Respondents who requested more than five runs were assessed as to their financial capacity and adequacy of identified resources and in addition were also assessed on a further five management criteria in order to form an opinion as to the capacity of the respondent to effectively manage multiple transport services. This criterion was notified to respondents in Section 3 of Part C the Expression of Interest Response Document. The assessment criteria were Management Capacity, Communication Systems, Vehicle Fleet Management, Human Resource Management Systems & Sub-contracting Arrangements. The quality of the responses was assessed by the TET and the outcomes compared with the number of runs each respondent had requested in their Expression of Interest. Where respondents were found deficient in Section 3 of their Expression of Interest response the TET assessed their capacity at no more than five runs.

Stage 3 - Reference Checks
The respondents who submitted Expression of Interests were either existing providers already contracted to the Department or new participants. It was considered by the TET that the performance history under the current Expression of Interest was sufficient to act as a reference check and that only new respondents would require a reference check.

Reference checks were conducted on all new respondents, the results of the reference checks were used to determine the score in the Non-Price Scorable requirement, Ethical Behaviour check.
8. EXPRESSION OF INTEREST EVALUATION TEAM

Decisions and recommendations relating to this Expression of Interest was made by the TET which consisted of the following members:

<table>
<thead>
<tr>
<th>TET Member</th>
<th>Title, Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Malcolm (Chair)</td>
<td>Program Coordinator, DEC Procurement</td>
</tr>
<tr>
<td>Catherine Naismith</td>
<td>Manager, Assisted School Travel Unit, DEC</td>
</tr>
<tr>
<td>David Lloyd</td>
<td>Project Manager, DEC Procurement</td>
</tr>
</tbody>
</table>

Each member of the TET was required to complete and sign the code of conduct as outlined in the Evaluation Plan for the evaluation process. All members were free from any conflict in relation to the Expression of Interesting organisations.

9. TET RECOMMENDATION

In line with the conditions of Expression of Interest the TET recommend that the Steering Committee Chair endorse the following courses of action:

- Reject non-conforming and non-compliant Expression of Interests;
- Accept technical assessment of Expression of Interests (for respondents with technical scores of 15 or more) these respondent will be successfully added to the Eligible Service Providers List.
10. TET ENDORSEMENT

I endorse this Evaluation Report for EOI DETPR-20-11 and the recommendation(s) and certify that:

1. The evaluation has been conducted in accordance with the Expression of Interest Evaluation Plan;
2. All TET voting members were in agreement with decisions made during the evaluation process; and
3. The results of the evaluation are reflected as true and correct in this Evaluation Report.

EXPRESSION OF INTEREST EVALUATION TEAM FOR:

CONTRACT No: EOI DETPR-20-11


NAME: ......................................................................................

SIGNATURE: .............................................................................

POSITION: ................................................................................

AGENCY: ..................................................................................

DATE: .....................................................................................

All voting TET members are to provide a completed signed copy of this page to David Lloyd, Project Manager, Procurement Directorate Department of Education and Communities, Fax: (02) 9561 7799.