

Summary File ONLY

**PLEASE BE AWARE THAT
THIS PDF FILE
CANNOT BE PRINTED**

**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



*NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Commerce*

**NSW Procurement – Contracting Services invites this tender for and on behalf of the
NSW Government State Contracts Control Board**

PART C: TENDER RESPONSE

**Request for Tender No 0602481
Printing, Data Capture and Distribution Services
Components of the
ELLA and SNAP Programs for
The NSW Department of Education & Training**

Closing Date: 9.30am Sydney Time 22 November 2006

Your Company's Legal Name: _____

Your Company's Trading Name: _____

Your Company's ABN number: _____

Contact Name: _____

Contact Phone: _____

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus THREE copies of the tender. Tenders are to be marked "Original", "Copy 1", "Copy 2" and "Copy 3" accordingly.

TABLE OF CONTENTS

PART C1	INFORMATION SUPPLIED IN RESPONSE TO PART A	1
1.	Details of Tenderer Identity Status	1
2.	Previous contract experience in undertaking similar projects including referee reports	2
3.	Demonstrated capacity/ability to perform and meet the projected delivery timetable.....	3
4.	Proposed facilities and equipment including quality/availability of back-up and support services to be tendered to provide the Deliverables identified in the Specification Parts D1, D2 and D3 (Printing, Data Capture and Distribution)	4
5.	Proposed facilities and equipment including quality/availability of back-up and support services to be tendered to provide the Deliverables identified in the Specification	
6.	Quality management systems in place.....	5
7.	Sub-Contractors	6
8.	Other comments on capacity or ability to perform the agreement	9
9.	Tendered Prices	10
10.	Discounts.....	16
11.	Financial stability and financial position of tenderer	17
12.	Financial stability and financial position of proposed sub contractors	17
13.	Compliance with specification (Part D).....	17
14.	Compliance with Conditions of Contract (Part B)	18
15.	Compliance with Policy Requirements	18
16.	Current Legal Proceedings.....	20
17.	Tender Validity Period	21
18.	Other Information Required	21
19.	Schedule of Insurance.....	22
PART C2:	TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER	23
1.	Tenderer Identification Details.....	23
2.	Acknowledgment and Confirmation of Tender	24

PART C1 INFORMATION SUPPLIED IN RESPONSE TO PART A

Preamble

The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.

References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

1. Details of Tenderer Identity Status

1.1 Details of identity

Type or write your identification details as required below.

1) If a company, Company Name	
2) If a partnership, Partnership Name	
3) If an individual, individual's name	
4) Trading Name	
5) Australian Business Number (ABN)	
6) Australian Company Number (ACN)	
7) Registered Office (if a company)	
8) Site Address (principal place of business)	
9) Postal Address (principal place of business)	
10) Alternative Address	
11) Contract Administration Contact Name	
12) Contract Administration Contact Telephone No.	
13) Contract Administration Contact E-mail Address	
14) Contract Administration Contact Fax No.	
15) Chief Executive Officer's Name (CEO)	
16) Switchboard Telephone No:	
17) Company email address	
18) Website address:	
19) Tenderer's Reference No:	

1.2 Details of ownership

- 1.2.1 If you are a company, please provide details of your ownership, that is, Australian, Overseas, name of each shareholder holding 20% or more of your issued share capital, paid-up capital and other relevant details.

- 1.2.2 If you are a partnership, please provide a list of partners and details of the partnership financial arrangements.

1.3 Contracting as agent/trustee

- 1.3.1 If awarded an agreement, do you intend to enter the agreement in your own right or as agent or trustee for some other entity or entities? If the latter, provide full details. (In the case of an agent, identify your principal who will be bound by the Agreement and any authority given by that principal to you to execute any such agreement as its agent). In the case of a trustee, provide a copy of the trust deed and provide full details below of your capacity to enter any agreement as a result of this RFT.

2. Previous contract experience in undertaking similar projects including referee reports

2.1 Previous contract experience and standard of contract performance

- 2.1.1 Provide details of any previous agreement(s) with the client agency and/or the Board that you have been involved in during the past four years in the table below:

Contract No	Contract Name	Date commenced	Date finished (if applicable)

- 2.1.2 Provide details of any previous agreement(s) or experience in the successful provision of goods and/or services on a similar scale to the Specification (not for the provision of goods and/or services to the Board).

Organisation	Contract Name	Date commenced	Date finished (if applicable)

- 2.1.3 If you have undertaken any previous agreements provide details of any assessment undertaken of your performance. If performance reports were prepared in respect of your performance, please provide copies.

2.2 Referee Reports

- 2.2.1 Provide details required below for persons willing to act as referees to the tenderer's standard of service and performance in relation to their ability as a provider for the required Service

Referee No 1.

Name: _____
Position: _____
Company: _____
No. of Years tenderer has provided required Service to Referee: _____ years
Telephone No: _____
Fax No: _____
Email Address: _____

Referee No 2.

Name: _____
Position: _____
Company: _____
No. of Years tenderer has provided required Service to Referee: _____ years

Telephone No: _____
Fax No: _____
Email Address: _____

Referee No 3.

Name: _____
Position: _____
Company: _____
No. of Years tenderer has provided required Service to Referee: _____ years
Telephone No: _____
Fax No: _____
Email Address: _____

3. Demonstrated capacity/ability to perform and meet the projected delivery timetable

3.1 Project Plan

- 3.1.1 Tenderers are to confirm that they will deliver the entire requirement in accordance with the project timeline detailed in the:

Specification-Parts D1, D2 and D3

YES/NO

(Delete whichever is inapplicable)

- 3.1.2 Tenderers are to provide a project plan of their proposed approach to establishing all facilities, equipment, systems and personnel to meet the required project timeline, for all components of the Specifications in Part D1, D2 and D3, the linkages between activities, the linkages with the operation of the Marking Centre and which entity is proposed to perform the tasks. The project plan must identify all key tasks, milestones and dates relating to the Deliverables to be supplied.

4. Proposed facilities and equipment including quality/availability of back-up and support services to be tendered to provide the Deliverables identified in the Specification Parts D1, D2 and D3 (Printing, Data Capture and Distribution)

4.1 Production/technical capacity

- 4.1.1 Demonstrate the suitability of your proposed resources/facilities/systems/procedures for the purposes of fulfilling the Requirement. Include details of:
- (a) size of premises;
 - (b) location of the premises;
 - (c) Hours of operation & shift times;
 - (d) Proposed shut down periods over the Christmas/New Year period 2006/07.
 - (e) back up facilities and support service if available to ensure the completion of work.

If there are multiple entities/facilities then each should be shown.

4.2 Physical Distribution

- 4.2.1 Tenderers must detail their proposed approach to the distribution of test materials to schools.
- 4.2.2 Tenderers must detail their proposed approach to the return of the completed test booklets from the schools to the Data Capture Centre. In developing their proposed approach Tenderers should note that DET would be prepared to have schools deliver the completed test booklets to the school's nearest post office. Under this arrangement the Contractor would be responsible for all costs of getting the materials from the school's nearest post office to Contractor's Data Centre.

4.3 Data Capture, Scanning and Editing Processes

- 4.3.1 The Contractor should provide details and describe the processes proposed for data capture, scanning and editing.

- 4.3.2 The Contractor should provide details on the main categories of staff and proposed number of staff to be used for data capture, scanning and editing processes, including the total man-hours proposed to be used for these processes.

4.4 Data Capture, Scanning, Editing and Reporting Applications Software

- 4.4.1 Tenderers should provide details of their proposed approach to providing the data capture, scanning, editing and reporting applications software, including a statement as to whether the Tenderer already owns the applications software or is proposing to acquire it.
- 4.4.2 If the Tenderer has details of specific software that it is proposing to use then details should be provided.

4.5 Hardware and Networking/Communications Systems

- 4.5.1 Tenderers should provide details of their proposed hardware and networking/communications systems within and between the printing, data capture and distribution components, and with the marking centre. This should also include a statement as to whether the Tenderer already owns the hardware or is proposing to acquire it.

4.6 Physical and Electronic Security

- 4.6.1 The Contractor is to develop and implement a secure physical and electronic environment at all facilities and locations used by the Contractor to meet the requirement, and for all communications systems used in meeting the requirement. Tenderers must provide a detailed description of their proposed arrangements to ensure both a physical and electronic secure environment. Responses should address all parts of process including printing, all physical distribution, and data capture/ scanning and editing.
- 4.6.2 Tenderers should note that the security arrangements MUST satisfy the DET.

4.7 Key Personnel:

- 4.7.1 Provide the following details for each of the Key Personnel to be utilised under the contract.

Name:
Position:
Roles and Responsibilities:
Qualifications:
Experience:

5. Quality management systems in place

5.1 Quality Assurance

- 5.1.1 Indicate whether your company has attained certification under AS/NZS ISO 9001:2000 (including if you are in the process of transition from AS/NZS ISO 9001:1994 or AS/NZS ISO 9002:1994 to AS/NZS ISO 9001:2000) or is proceeding towards getting certification. Tenderers who do not have or are not in the process of obtaining certification shall provide details of their quality system in place.

Yes/No

5.2 If certification is being sought

- 5.2.1 If you are in the process of attaining certification, provide evidence and a projected timetable and schedule for certification.

6. Sub-Contractors

6.1 Proposed Use of Sub-Contractors

- 6.1.1 Is any part of the Deliverables to be offered through a sub-contractor? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as sub-contractors for the purpose of this question.

Yes/No

If “Yes”, in respect of each nominated sub-contractor, please provide the following information, so far as applicable. Copy this table and insert details if there is more than one nominated sub-contractor.

Sub-contractor	
1) If a company, Company Name	
2) If a partnership, Partnership Name	
3) If an individual, individual's name	
4) Trading Name	
5) Australian Business Number (ABN)	
6) Australian Company Number (ACN)	
7) Registered Office (if a company)	
8) Site Address (principal place of business)	
9) Postal Address (principal place of business)	
10) Alternative Address	
11) Contract Administration Contact Name	
12) Telephone No.	
13) E-mail Address	
14) Fax No.	
15) Sales Order Contact Name	
16) Sales Order Phone No.	
17) Sales Order E-mail Address	
18) Sales Order Fax No.	
19) Chief Executive Officer's (CEO) name	

20) Switchboard Telephone No.	
21) Company E-mail Address	
22) Website address	
23) Items able to be supplied	

6.1.2 For each nominated sub-contractor, provide details of their legal status (company, partnership, individual etc) and experience and qualifications in the provision of similar Deliverables.

6.1.3 Sub-contractors are required to provide a letter of commitment to the Board that:

- (a) they are aware of the terms and conditions of the agreement between the Contractor and the Principal, and
- (b) they will offer to supply under the terms and conditions of the agreement and otherwise on terms that enable Contractors to comply with the agreement.

6.1.4 Do you agree to attach to the completed Part C (or, if tendering electronically, to submit as a pre-condition of acceptance of your Tender) a letter of commitment from sub-contractors, and provide a letter of commitment from any sub-contractor approved during the term of the agreement?

6.2 Previous contract experience and standard of contract performance of each proposed sub contractor

6.2.1 Provide details of any previous agreement(s) with the client agency and/or the Board that the sub contractor has been involved in during the past four years in the table below:

Contract No	Contract Name	Date commenced	Date finished (if applicable)

6.2.2 Provide details for each proposed sub contractor of any previous agreement(s) or experience in the successful provision of goods and/or services on a similar scale to the Specification – Part D (not for the provision of goods and/or services to the Board).

Organisation	Contract Name	Date commenced	Date finished (if applicable)

- 6.2.3 If the proposed sub contractors have undertaken any previous agreements provide details of any assessment undertaken of their performance. If performance reports were prepared in respect of their performance, please provide copies.

6.3 Sub Contractor Referee Reports

- 6.3.1 Provide details required below for persons willing to act as referees to the proposed sub contractor's standard of service and performance in relation to their ability as a provider for the required Service

Referee No 1.

Name: _____
Position: _____
Company: _____
No. of Years tenderer has provided required Service to Referee: _____ years
Telephone No: _____
Fax No: _____
Email Address: _____

Referee No 2.

Name: _____
Position: _____
Company: _____
No. of Years tenderer has provided required Service to Referee: _____ years

Telephone No: _____
Fax No: _____
Email Address: _____

Referee No 3.

Name: _____
Position: _____
Company: _____
No. of Years tenderer has provided required Service to Referee: _____ years
Telephone No: _____
Fax No: _____
Email Address: _____

7. Other comments on capacity or ability to perform the agreement

- 7.1.1 State here any other details you may wish to add. Please also address your capacity to perform the agreement in the context of the current commitments of your organisation.

8. Tendered Prices

8.1 General Guidance to Tenderers

- 8.1.1 Tenderers must provide prices in the format of the Price Schedules contained herein. Tenderers are required to (as a minimum):
- (a) Separately identify each Deliverable that can be separately ordered under the Proposed Standing Offer as a discrete item in the Price Schedules; and
 - (b) Provide information in respect of each item offered in accordance with the field headings (column headings) in the Price Schedules.
- 8.1.2 Tenderers must provide prices in consideration of the Price Basis and Tenderer's Proposed Price Variation Method.
- 8.1.3 The Tender Price must:
- (a) be in Australian dollars;
 - (b) cover all costs of performing the Standing Offer agreement;
 - (c) include all costs associated with the preparation and submission of the Tender;
- 8.1.4 The Tenderer must complete all parts of the Price Schedules.

8.2 Pricing Schedules for the Printing Component

Notes to Tenderers for completing the Price Schedules for the Printing Component:

- (i) The scope of the work required to be included in the Price Schedules in this component are detailed in Part D1: Specification for the Printing Component.

The price payable to the Contractor in 2008, if the option is taken up by DET, will be calculated using the Rate Per Unit shown in Price Schedule P1 and the quantities applicable at the time.

- (ii) Prices in Price Schedule P1 would be adjusted by the price variation provisions incorporated into the contract (see clause 8.5).

Price Schedule P1: Printing Component – 2007

Item #	Description	Quantity	Unit	Rate Per Unit (inc GST)	Total Price (inc GST)
1	ELLA Test Books (20 pages) and SNAP Test Books (24 pages) Year 7	115,000	1.00	\$	\$
2	ELLA (20 pages) and SNAP Test Books (20 pages) Year 8	90,000	1.00	\$	\$
3	ELLA Stimulus Magazines (16 pages)	197,000	1.00	\$	\$
4	SNAP Stimulus Magazines (12 pages)	197,000	1.00	\$	\$
5	Pencils with erasers	394,000	1.00	\$	\$
6	Teacher Handbook (ELLA and SNAP), A4 – (30 pages)	7,000	1.00	\$	\$
7	Tally Sheets (Generic Y7 & Y8) A4 – (single sheet) (ELLA and SNAP)	7,000	1.00	\$	\$
8	Testing Session Log Sheets A4 – (single sheet) (Generic Y7 & Y8) (ELLA and SNAP)	14,000	1.00	\$	\$
9	Fax Header Sheet A4 – (single sheet)	1,000	1.00	\$	\$
10	Information for Principals Letter A4 – (single sheet)	1000	1.00	\$	\$
11	Return Address Labels	3000	1.00	\$	\$
12	Registered Post Prepaid Labels (If this is the Contractors chosen method)	3000	1.00	\$	\$
13	Identification Labels each of three kinds			\$	\$
	1: Materials keep secure	4,000	1.00	\$	\$
	2: Year 7 Test ELLA	10,000	1.00	\$	\$
	3: Year 8 Test ELLA	10,000	1.00	\$	\$
	4: Year 7 Test SNAP	10,000	1.00	\$	\$
	5: Year 8 Test SNAP	10,000	1.00	\$	\$
14	Personalised packing slip	1500	1.00	\$	\$
15	Teacher Check list	3000	1.00	\$	\$
				Total	\$

Note: Plastic Instrument Sheets (SNAP only – quantity 197,000) will be supplied by DET.

8.3 Pricing Schedules for the Data Capture Component

Notes to Tenderers for completing the price schedules Data Capture Component:

- (i) The scope of the work required to be included in Price Schedule P2 in this component is detailed in Part D2: Specification for the Data Capture Component.
- (ii) Tenderers are required to tender one lump sum price in Price Schedule P2 for the Data Capture Component for 2007.
- (iii) If the extension option for 2008 is taken up by DET, the price for this subsequent year would be the 2007 price shown in Price Schedule P2, adjusted for the increase or decrease in the number of students.

179,000, the expected number of students in 2007, will be used as the base for determining any price adjustment due to increase/decrease in the number of students. The following formula will be used to calculate the prices in 2008:

$$\text{Price payable in 2008} = \frac{(\text{Actual number of students 2008}) \times \text{Price 2007}}{179,000}$$

- (iv) Prices in Price Schedules P2 and P3 would be adjusted by the price variation provisions incorporated into the contract (see clause 8.5).

Price Schedule P2: Data Capture Component

Tenderers are required to show the price Data Capture component for 2007:

\$_____ (Including GST)

Price Schedule P3: Pricing of Optional Requirement for the Data Capture Component, refer to clause 24 (Optional Requirement for Data Capture Component) in Part D2 – Specification for the Data Capture Component.

\$_____ (Including GST)

8.4 Price Schedules for the Distribution Component

Notes to Tenderers for completing Price Schedule P4 for the Distribution Services Component:

- (i) Tenderers are required to tender one lump sum price in Price Schedule P4 for the Distribution Services component.
- (ii) The scope of the work required to be included in Price Schedule P4 is detailed in Part D, Part 3: Specification for the Distribution Services Component.
- (iii) If the extension option for 2008 is taken up by DET, the price for this subsequent year would be the 2007 price shown in Price Schedule P4, adjusted for the increase or decrease in the number of students.

179,000, the expected number of students in 2007, will be used as the base for determining any price adjustment due to increase/decrease in the number of students. The following formula will be used to calculate the price in 2008:

$$\text{Price payable in 2008} = \frac{(\text{Actual number of students 2008}) \times \text{Price 2007}}{179,000}$$

- (iv) Prices in Price Schedules P3 and P4 would be adjusted by the price variation provisions incorporated into the contract (see clause 8.5).

Price Schedule P4: Distribution Component

Tenderers are required to show the price for the distribution component in 2006:

\$ _____ (Including GST)

8.5 Price Adjustment

8.5.1 The Tenderer may determine the Tender Price on the basis of one of the three options below. Tenderers may only select one price adjustment methodology to cover the Printing, Data Capture and Distribution Services components.

- (1) Firm for the **entire duration** of the contract, including the 2008 Program (if the option is executed by DET).
- (2) Firm for the test year 2007 then subject to review based on variations in **rates of exchange** if the 2008 Program option is executed by DET.
- (3) Firm for the test year 2007 then subject to review based on variations in **labour and material** factors if the 2008 Program option is executed by DET.

<Respond with appropriate option selection of (1), (2) or (3)>

8.6 Price Adjustment for Exchange Rates

8.6.1 Where you have selected Option (2) of the selected price basis above, the nominated exchange rate will be used as the basis for any future price variation request, subject to production of satisfactory documentary evidence.

8.6.2 Tenderers are to nominate the foreign currency and associated exchange rate based on the Westpac Bank's relevant selling rate as published in the Sydney Morning Herald seven days prior to the tender Closing Date and Time.

Name of the Foreign Currency eg. US DOLLAR	Exchange Rate eg. \$A1 = \$US 0.55
<i><Response></i>	<i><Response></i>

8.7 Price Adjustment for Labour and Material Factors

8.7.1 Where you have selected Option (3) of the selected price basis above, variation will be on the basis of the following formulae.

8.7.2 Where you have selected Option (3) of the selected price basis above, variation will be on the basis of the following formulae.

$$CP = CPo \times \left(\frac{Y(L)}{Lo} + \frac{Z(M)}{Mo} \right)$$

Where:

CP = Current Contract Price.

CPo = Contract Price at start date.

Y = The Labour Factor, expressed as a decimal, being the proportion of the Contract Price subject to variation by labour costs.

- L = The Weekly Award Rate of pay, or the Effective Award Hourly Rate (EAHR) calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Standing Offer agreement, most recently published at the date of application for price variation.
- Lo = The Weekly Award Rate of pay, or the EAHR calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Standing Offer agreement, most recently published at twenty-one days before tender closing.
- Z = The Materials Factor, expressed as a decimal, being the proportion of the Standing Offer agreement price subject to price variation by materials costs.
- M = Materials Cost Index most recently available at the date of application of price variation.
- Mo = Materials Cost Index, corresponding to the index used for "M", most recently available twenty-one days before tender closing date.

Note: Y (Labour Factor) and Z (Material Factor) must be expressed as a decimal herein.

EAHR Formula:

Tenderers may elect to use, instead of the weekly award rate of pay in the above formula, an "Effective Award Hourly Rate" (EAHR) that is determined by the following formula. If the Tenderer has nominated the weekly award rate of pay for L and Lo, then the following formula will not need to be considered by tenderers.

$$\text{EAHR} = \frac{\text{AW}}{\text{HW}} \times \frac{(52 + \text{LL})}{(52 - \text{LA})} \times (1 + \text{WC} + \text{PT} + \text{S})$$

Where:

- AW = Weekly award rate of pay for the labour primarily engaged in the Standing Offer agreement, including industry allowances and site-specific allowances approved by the appropriate State or Commonwealth Authority.
- HW = Award hours per week.
- LL = Award annual leave loading (expressed as a decimal) multiplied by the number of days paid recreation leave covered by the award divided by 5.
- LA = Award leave allowance divided by 5.
- WC = The recommended rate (expressed as a decimal) of contribution of Workers Compensation in accordance with the relevant legislation.
- PT = Payroll tax percentage (expressed as a decimal).

S = Rate of employer's superannuation as a percentage of the employees' wages in accordance with the relevant award (expressed as a decimal).

8.8 Labour and Material Factors

8.8.1 For the purposes of the variation formulae, you must also nominate the following in the table provided:

Labour Rate - You must indicate the Weekly Award Rate of Pay (AW) (or the EAHR where selected by you) at the time of tendering for the labour primarily engaged in the Standing Offer agreement that will be used for any future price variation request.

Materials Cost Index - The relevant Australian Bureau of Statistics index or other relevant Materials Cost Index that will be used as the basis for any future price variation request. Note that variation on the basis of a material cost index other than those provided by the ABS must be appropriate, independent, consistently reported over time, published regularly and be readily available.

Proportion of Tender Price - The Labour and Material Factors must be expressed as a decimal representing the proportion of the Tender Price that will be subject to price variation by labour and material costs.

Component Description	Cost Index	Factor	
Category of Labour <Response>	Weekly Award Rate of pay, or the Effective Award Hourly Rate (EAHR) <Response>	(Expressed as a decimal proportion of tender price) <Response>	= Y
Material	Materials Cost Index <Response>	(Expressed as a decimal proportion of tender price) <Response>	= Z
		TOTAL= 1.00	

9. Discounts

9.1 Settlement Discounts

9.1.1 The Tender Prices are subject to a settlement discount of:

(a) <Response>_____ for payment within **14 days** from the date of receipt of invoice.

(b) <Response>_ for payment within <Response>_____ days from the date of receipt of invoice.

9.2 Other Discounts

9.2.1 Indicate below whether you are willing to offer any other discounts for any Deliverables.

Yes/No

If “Yes”, indicate the size of the discount, and any conditions under which the discount will be given.

<Response>

10. Financial stability and financial position of tenderer

10.1.1 Give the annual Australian turnover in Deliverables tendered for the past three (3) years in \$A

1._____ 2._____ 3._____

10.1.2 If a company, please submit a copy of each of your annual financial reports for the last three years with your tender.

10.1.3 State the number of years you have been in business in the form in which you are presently constituted.

11. Financial stability and financial position of proposed sub contractors

11.1.1 Give the annual Australian turnover in Deliverables tendered for the past three (3) years in \$A

1._____ 2._____ 3._____

11.1.2 If a company, please submit a copy of each of the sub contractor(s) annual financial reports for the last three years with your tender.

11.1.3 State the number of years the sub contractor(s) has been in business in the form in which you are presently constituted.

12. Compliance with specification (Part D)

12.1 Agreement to Comply with the Specification

12.1.1 Do you agree to be bound by all of the requirements and conditions contained in Part D (Specification) of this RFT?

Yes/No

If “**No**”, provide a full statement of all amendments sought, giving reasons.

13. Compliance with Conditions of Contract (Part B)

13.1 Agreement to be Bound by the Conditions of Contract

13.1.1 Do you agree to be bound by all of the terms and conditions contained in Part B of this RFT?

Yes/No

If “**No**”, provide a full statement of all amendments sought, giving reasons.

14. Compliance with Policy Requirements

14.1 NSW Government Code of Practice for Procurement and DET Statement of Business Ethics

14.1.1 Have you read the NSW Government Code of Practice for Procurement and the DET Statement of Business Ethics and taken them into consideration in preparing and submitting your Tender?

Yes/No

14.1.2 Will you maintain compliance with the **Code** for the purposes of this Contract, advise the Board of any breaches of the **Code** for the duration of the Contract and provide evidence of compliance when requested by the Board during the course of this Contract?

Yes/No

14.1.3 Will you warrant that neither you nor your sub contractors will act contrary to the DET Statement of Business Ethics while performing this Contract.

Yes/No

14.1.4 Provide any other relevant information.

14.2 Occupational Health Safety & Rehabilitation

14.2.1 Do you currently comply with your OHS&R statutory obligations?

Yes/No

If “**No**”, provide details below.

- 14.2.2 Will you continue to comply with your OHS&R obligations specified in Part B, including obligations relating to performance monitoring and Sub-Contractor performance under the Standing Offer agreement awarded?

Yes/No

If “**No**”, provide details below. If “**Yes**”, provide details below of how you will ensure that Sub-Contractors will perform in accordance with OHS&R obligations.

14.3 Environmental Management

- 14.3.1 Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development.
- 14.3.2 Provide evidence below of your environmental management and performance capability and your commitment to waste management and energy conservation practices.
- 14.3.3 Indicate measures you intend to implement to improve environmental performance and management if awarded the agreement.

14.4 Purchasing Preference Scheme

14.4.1 NSW Country Industries Preference Scheme

- (a) You must complete the following details if you are eligible under the Country Industries Preference Scheme and wish to make use of the CIPS margin:

- (i) Have you registered with the Country Industry Preference Scheme?

Yes/No

If “**Yes**”, supply Preference Registration Number

- (ii) Supply details of the location(s) (town(s)) of your manufacturing or other facilities

- (iii) Will the Deliverables be wholly or substantially manufactured or produced at the above location(s)?

Yes/No

If “**No**” explain below

14.4.2 Regional development

- (a) Provide details of the positive impact that the work flowing to the local region will generate, and any adverse effect should the same work be awarded to a capital city based organisation.

- (b) Indicate the measures to be taken if the agreement is awarded to enhance local industry participation, SME involvement, employment and workforce development

14.4.3 SME involvement

- (a) Provide details of the likely percentage of the value of the Deliverables to be provided under the agreement that will be sourced from Small to Medium Enterprises SMEs and of the activities that will be carried out by SMEs under the agreement.

14.5 Workforce development

- 14.5.1 Indicate measures you intend to implement to improve workforce diversity and provide equal employment opportunity for women, people of non-English speaking backgrounds and people with a physical disability if awarded the agreement.

14.5.2 **Opportunities for ATSI people**

Indicate measures you intend to implement to improve Aboriginal employment, business skills and economic conditions of Aboriginal communities if awarded the agreement.

14.6 Electronic Commerce

- 14.6.1 Describe below your present capabilities and services or future strategies in relation to Electronic Commerce. In particular, for each of your e-commerce capabilities, state whether it is current (operational), under construction, planned or under consideration.

- 14.6.2 Indicate below whether you are willing to work together with the Board towards the implementation of electronic commerce in the administration and operation of the agreement.

Yes/No

If “No”, provide details

14.7 Competitive Neutrality

As a public sector tenderer, do you comply with the policy that Government agencies should not have a net advantage over their competitors as a result of their public ownership?

Yes/No

If “No”, provide details.

15. Current Legal Proceedings

Are you or any of your directors or close associates currently, or have you, or have your directors or close associates been at any time within the last five years, the subject of any RFT 0602481: Printing, Data Capture and Distribution Services Components of the ELLA/SNAP Program for The NSW Department of Education & Training

or any pending:

- (a) legal proceedings, including winding up or bankruptcy proceedings,
- (b) insolvency administrations or investigations; and/or
- (c) investigations by ICAC or any other public body?

Yes/No

If “**Yes**”, please supply full details.

16. Tender Validity Period

The Tender will remain valid for acceptance within ____ months from the deadline for lodgement of tenders, in accordance with Part A.

N.B. The minimum validity period is as stated in Part A.

17. Other Information Required

17.1 Addenda to this RFT after issue

If there have been any Addenda by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender.

YES/NO/THERE HAVE BEEN NO ADDENDA BY THE BOARD

If **NO**, provide reasons.

17.2 Further information

Provide any further information you believe is relevant to your Tender, and cross-reference to any clauses of this RFT if applicable.

17.3 Statutory Declarations

17.3.1 If submitting a hard copy Tender, attach the original of any required statutory declaration, duly executed, to your Tender.

17.3.2 Note that a statutory declaration may only be taken and received by a person duly authorised to receive such a declaration. In most instances a Justice of the Peace, a notary public or a solicitor will be authorised persons but you are advised to make your own inquiries.

17.3.3 If submitting an electronic Tender, affirm below that you agree to provide any required statutory declaration in original hard copy as a precondition to the acceptance of your Tender.

Yes/No

If “**No**” give reasons.

18. Schedule of Insurance

18.1 Worker's Compensation Insurance

Insurance Company: _____
Address: _____

Phone number: _____
Policy number: _____
Expiry Date: _____

18.2 Public Liability Insurance

Insurance Company: _____
Address: _____

Phone number: _____
Policy number: _____
Expiry Date: _____
Limit of Liability: _____

PART C2: TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER

1. Tenderer Identification Details

Name of tenderer

Individual: *[Print name]*

Trading Name (if applicable):

or

Company: *[Full name]*

Trading Name (if applicable):

Name and official position of authorised
officer completing tender:

or

Partnership: *[Trading Name of
partnership]*

Name of partner completing tender:

1.2 **ABN:**

1.3 **Address of tenderer**

*[in the case of a company, state registered office and, if
different, principal place of business]*

Business Postal Address:

STD Area Code:

Telephone No.:

()

Facsimile No:

()

Email:

Website:

Contact Name for general enquiries:

Telephone No.:

Tenderer's reference number

2. Acknowledgment and Confirmation of Tender

Note to tenderers: If submitting a hard copy Tender, execute cl. 2.2. If submitting an electronic Tender, only complete cl. 2.3.

2.1 Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code; and that you agree to report to the Board any breaches of the Code for the duration of the Contract.

2.2 I affirm that this is my Tender to supply the Service sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT except as expressly amended in my Tender, and that the information given in my Tender is correct:

Print Name and Title

Signature of tenderer (if an individual, as identified in cl. 1 Part C2)

OR

Signature of authorised officer of tenderer (as identified in cl. 1 Part C2)

OR

Signature of partner completing tender on behalf of partnership (as identified in cl. 1 Part C2)

2.3 If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Commerce tenders website is sufficient to verify and affirm that this is your Tender to supply the Service at the prices tendered on the conditions contained in Part A, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance, by stating “Yes”, is a necessary prerequisite to consideration of your Tender.

Yes/No

Print Name and Title



**NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Commerce**

**NSW Procurement – Contracting Services invites this tender for and on behalf of, the
NSW Government State Contracts Control Board**

PART B – CONDITIONS OF CONTRACT

**Request for Tender No 0602481
Printing, Data Capture and Distribution Services
Components of the
ELLA and SNAP Programs for
The NSW Department of Education & Training**

PART B	CONDITIONS OF CONTRACT	1
1.	INTERPRETATION.....	1
2.	NATURE OF THE CONTRACT BETWEEN THE PRINCIPAL AND THE CONTRACTOR.....	5
3.	PRINCIPAL'S DELEGATE	5
4.	NOT USED	6
5.	NOT USED	6
6.	RIGHT TO OBTAIN DELIVERABLES ELSEWHERE	6
7.	RESPONSIBILITY OF THE CONTRACTOR	6
8.	PERFORMANCE OF WORK.....	6
9.	PRICE BASIS	6
10.	GOODS AND SERVICES TAX.....	6
11.	GOVERNMENT TAXES, DUTIES AND CHARGES	7
12.	CONFIDENTIALITY	7
13.	STORAGE AND DELIVERY	7
14.	GUARANTEED DELIVERY TIME	8
15.	INTELLECTUAL PROPERTY.....	8
16.	PACKAGING AND MARKING	9
17.	DELAY IN SUPPLY	9
18.	ACCEPTANCE – GOODS.....	9
19.	OWNERSHIP AND RISK.....	10
20.	ADDITIONAL EXPENSES.....	10
21.	PAYMENT.....	10
22.	SET-OFF/MONEY RECOVERABLE BY PRINCIPAL	11
23.	SUSPENSION OF PAYMENTS	11
24.	FORCE MAJEURE	11
24.1	<i>Notice and suspension of obligations</i>	<i>11</i>
24.2	<i>Effort to overcome.....</i>	<i>12</i>
25.	CONFLICT OF INTEREST	12
26.	MISTAKES IN INFORMATION.....	12
27.	MINIMUM INSURANCE REQUIREMENTS	12
28.	GENERAL INDEMNITY	13
29.	COMPLIANCE WITH LAWS.....	14
30.	OCCUPATIONAL HEALTH SAFETY & REGULATION	14
31.	LICENCES AND APPROVALS	14
32.	PAYMENT OF WAGES AND ALLOWANCES	14
33.	THE CONTRACTOR'S ON-COSTS	15
34.	SUB-CONTRACTING OF CONTRACT.....	15
35.	KEEPING OF RECORDS AND ACCESS TO RECORDS	16
36.	ACCESS TO CONTRACTOR'S PREMISES.....	16
37.	MONITORING OF PERFORMANCE	17
38.	EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES....	17
39.	THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL	17
40.	CONFIDENTIALITY (REFER SCHEDULE 2)	18
41.	DELIVERY OF CONTRACT MATERIAL AND INFORMATION	18
42.	NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP	19
43.	ENTRY TO OFFICIAL ESTABLISHMENTS	19
44.	DAMAGE TO PROPERTY	19
45.	VARIATIONS	19
46.	TERMINATION FOR CAUSE	19
47.	TERMINATION FOR THE PRINCIPAL'S CONVENIENCE	20
48.	COMPLETION OF THE CONTRACT BY THE PRINCIPAL.....	21
49.	ISSUE RESOLUTION.....	21
50.	PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION	23
51.	NO ASSIGNMENT OR NOVATION	23
52.	WAIVER.....	23
53.	SEVERABILITY	23
54.	NOTICES	23
55.	NON-MERGER.....	23

56.	COUNTERPARTS	24
57.	APPLICABLE LAW	24
58.	SURVIVAL CLAUSE.....	24
59.	RIGHTS CUMULATIVE	24
60.	CONTRACTOR'S WARRANTIES	24
SCHEDULE 1 EXPERT DETERMINATION PROCEDURE.....		25
1.	QUESTIONS TO BE DETERMINED BY THE EXPERT	25
2.	SUBMISSIONS	25
3.	CONFERENCE.....	26
4.	ROLE OF EXPERT	26
SCHEDULE 2 - DEED OF CONFIDENTIALITY		27

PART B CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 Definitions

“Approved Sub Contractor” is defined as any person, partnership or company identified in Part C whose services are utilised by the Contractor to provide the Deliverables of this Contract and who is not an employee of the Contractor.

“Approved Sub-Contractor Information” means the Schedule of information supplied in Part C in respect of each approved sub-contractor.

“Board” means the State Contracts Control Board established under the *Public Sector Employment and Management Act 2002* and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Conflict of Interest” means engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under this Contract.

“Circumstances Beyond the Control of the Contractor” include:

- (a) acts of God;
- (b) fire, flood, or earthquake;
- (c) national emergency or war; or
- (d) a serious industrial dispute

“Confidential Information” means, in relation to a Party, information that:

- (a) is by its nature confidential (including information considered as "private" or "personal" information in respect of students and or markers);
- (b) is designated by either party as confidential; or
- (c) a party knows or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Contract;
- (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party; or
- (f) has been independently developed or acquired by a party.

“Contract” means this Contract concluded between the Principal and the Contractor, including all special conditions, Specifications, Schedules annexures and other documents incorporated into and or forming part of the Contract.

“Contract Material” means:

- (a) any material brought into existence as part of, or for the purpose of providing the Service including records, documents, student information and Information stored by any means (“New Contract Material”);

- (b) any material which is existing at the date of this Contract and which is incorporated with the New Contract Material ("Existing Contract Material").

"Contractor" means the organisation or individual who by the contract undertakes to provide the Service required by the Contract 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 Principal.

"Contractor Information" means the information provided by the Contractor as detailed in Part C.

"Contract Price" means in respect of each Deliverable, the Price nominated in the Price Schedule and any subsequent variation agreed by the Parties as detailed in Part C.

"Contractor's Delegate" means the individual or the position title nominated by the Contractor in its Tender.

"Contractor's Insolvency" means any of the following:

- (a) insolvency;
- (b) the Contractor indicates that it does not have the resources to perform the Contract or any Contract;
- (c) an application for winding up is made and not stayed within 14 days;
- (d) a winding up order is made;
- (e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed;
- (f) a mortgagee enters the possession of any property of the Contractor;
- (g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- (h) any actions of a similar effect are taken.

"Deliverables" means the goods and/or services detailed in Part D to be supplied by the Contractor in accordance with this Contract.

"DET" means the NSW Department of Education and Training of 35 Bridge Street Sydney NSW.

"ELLA" means the English Language and Literacy Program conducted by the Principal within the public and private school systems for students in Years 7 and 8 and a small number of students in Years 10 and 11.

"Force Majeure Event" means, in relation to a person, any event which is beyond the reasonable control of that person and which causes (directly or indirectly) that person to be unable to perform its obligations under this agreement, where that cause could not have been prevented or avoided by that person taking those steps which a prudent, experienced and competent diligent and professional business person in the position of the person would have taken, but excluding:

- (a) the failure or interruption of equipment or communications or computer facilities which are owned, operated or under the control of the person or its related bodies corporate or associates;
- (b) a shortage of funds affecting the person; and
- (c) industrial action or labour disturbance affecting only the person.

“Guaranteed Delivery Time” means the guaranteed time for the supply of the Deliverables specified in the Tender and agreed by the Principal, or such earlier time as may be agreed by the Principal and the Contractor in respect of a particular Order.

“Intellectual Property” means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of Intellectual Property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967, whether created before or after the date of this Contract.

“NSW Procurement – Contracting Services” means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Order” means a written request by the Principal's Delegate for the supply of any or all of the Deliverables.

“Parties” means the Principal and the Contractor.

“Price” means the price payable for each Deliverable as set out in the Price Schedule.

“Price Schedule” means the Price Schedule attached to this contract in Part C.

“Principal” means the NSW Department of Education and Training for and on behalf of the Crown in right of the State of New South Wales who will be a party to the Contract.

“Principal's Delegate” means any officer or person authorised by the Principal to undertake duties in connection with the arrangement and/or operation of this Contract entered into by the Principal.

“Principal's Material” means any material, document, or information supplied by the Principal to the Contractor by whatever means including any information in respect of students) , including information supplied by the Principal, which is information from other departments or agencies of the Crown.

“Public Service” has the same meaning as that given to it in the Public Sector Employment and Management Act 2002 (NSW).

“Schedule” means a schedule to this Contract.

“Security” means the security described in Part A, Part B, Part C and Part D or as otherwise agreed.

“Service” means the deliverables to be supplied by the Contractor in accordance with this Contract and as itemised in the Price Schedule.

“SNAP” means the Secondary Numeracy Assessment Program conducted by the Principal within the public and private school systems for students in Years 7 and 8 and a small number of students in Years 10 and 11.

“Specification” means the detailed description of the Service to be provided under this Contract detailed in Part D. In the event of any inconsistency between the Specification and any part of this Contract, this Contract will prevail to the extent of the inconsistency.

“State Contracts Control Board” or “Board” means the State Contracts Control Board established by the *Public Sector Management (Goods and Services) Regulation 2000* and includes the duly authorised Delegate of the Board, including officers of NSW Procurement – Contracting Services.

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

“Statutory Requirements” means the laws relating to the performance of this Contract or the lawful requirements of any authority with respect to the performance of this Contract.

“Substantial Breach” means a substantial breach of a term of this Contract by the Contractor and includes, but not limited to, any breach of the following clauses (which will be taken in each case to be a substantial breach of this Contract):

- (i) Prices for the Deliverables
- (ii) Price Adjustment
- (iii) Conflict of Interest
- (iv) Minimum Insurance Requirements
- (v) General Indemnity
- (vi) Security
- (vii) Performance Guarantee
- (viii) Confidentiality and Privacy
- (ix) Copyright and Intellectual Property
- (x) No assignment or novation
- (xi) Time for Delivery

“Tender” means the tender submitted by the Contractor in response to the Request for Tender, including any accepted variation to the tender.

“DET” means the NSW Department of Education and Training

“Warranty Period” means, in relation to a particular Deliverable, the period of warranty of that Deliverable offered in the Tender.

1.2 Rules for interpreting this Contract

1.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

1.2.2 A reference to:

- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or Contract, or a provision of a document or Contract, is a reference to that document, Contract or provision as amended, supplemented, replaced or novated;

- (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (d) anything (including a right, obligation or concept) includes each part of it.
- 1.2.3 If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 1.2.4 A singular word includes the plural, and vice versa.
- 1.2.5 A word which suggests one gender includes the other genders.
- 1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.
- 1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Contract will be interpreted to give effect to undertaking business in this manner.

2. NATURE OF THE CONTRACT BETWEEN THE PRINCIPAL AND THE CONTRACTOR

- 2.1 This Contract covers the requirement for the Printing, Data Capture and Distribution Services Components of the ELLA and SNAP programs for the NSW Department of Education & Training in accordance with Part D Specification and the terms and conditions contained in this Contract. The period of the contract will be for a one (1) year period (test period 2007), with the option for DET to renew for a further one (1) year period (test period 2008).
- 2.2 The Contract will include Attachments from Part C Tender Response including:
 - Project Plan (clause 3.1.1)
 - Approved Sub Contractors (clause 6.1)
 - Price Schedules (clause 8)
 - Price Variations (clause 8)
 - Schedule of Insurances (clause 18)
- 2.3 The Contractor agrees to give effect to the provisions of Part D Specification as if set out in the conditions of Part B Conditions of Contract.
- 2.4 This Contract constitutes the entire Contract between the Parties. Any prior arrangements, Contracts, representations or undertakings are superseded. No notification or alteration of any clause of this Contract will be valid except in writing signed by both Parties.

3. PRINCIPAL'S DELEGATE

- 3.1 The Principal's Delegate is responsible for administering this Contract.
- 3.2 The Contractor must comply with any reasonable direction given by the Principal's Delegate in connection with the performance of work under this Contract.
- 3.3 Unless this Contract provides otherwise, and subject to the Principal's direction, the Principal's Delegate may exercise rights and discharge obligations conferred or imposed on the Principal under this Contract.

- 3.4 The Principal's Delegate is not authorised to waive or vary any provision of this Contract, release the Contractor from any obligation under this Contract, or terminate this Contract without the Principal's approval.

4. NOT USED

5. NOT USED

6. RIGHT TO OBTAIN DELIVERABLES ELSEWHERE

- 6.1 If, in the Principal's reasonable opinion, any Deliverable/s required cannot be promptly or conveniently obtained or within the timeframes required by the Principal under the Contract, it shall be lawful for the Principal to make, or authorise the making of, alternative arrangements for the provision of such Deliverable/s and the Contract shall not be considered as infringed or vitiated thereby.
- 6.2 If Deliverables of the kind contracted to be supplied under the Contract are directly provided in any government establishment or institution, they may be obtained from that establishment or institution instead of under the Contract and the Contract shall not be considered as infringed or vitiated thereby.

7. RESPONSIBILITY OF THE CONTRACTOR

- 7.1 The Contractor shall establish immediately, at no additional cost to the Principal, all necessary facilities for the effective conduct and management of all its responsibilities under this Contract.

8. PERFORMANCE OF WORK

- 8.1 The work under this Contract shall be executed in accordance with the terms and conditions detailed herein and or provided for in any annexure or attachment and the Contractor shall carry out and perform all work forming part of the Deliverables in a thoroughly sound and competent manner, to the reasonable satisfaction of the Principal and in accordance with its general directions.
- 8.2 For the purposes of this clause, the word "direction" includes any Contract, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the provisions of the Contract.

9. PRICE BASIS

- 9.1 The Contract Prices shall remain firm for the 2007 ELLA and SNAP programs and thereafter shall vary in accordance with clause 8 of Part C attached to this Contract.

10. GOODS AND SERVICES TAX

- 10.1 In this clause and Contract:
- 10.1.1 "**Consideration**", "**Tax Invoice**", "**Taxable Supply**" and "**Supply**" have the same meaning as provided for in the GST Law.

- 10.1.2 “GST” is a goods and services tax and has the same meaning as in the GST Law.
- 10.1.3 “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 based on those Acts.
- 10.1.4 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice for the Contract Price, or any installment of the Contract Price, is received.
- 10.1.5 If there is any abolition or variation of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration payable for the Supply must be varied so that the Contractor's net dollar margin for the Supply remains the same.
- 10.1.6 Any contract entered into by a Party to this Contract with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Contract, must include a clause in equivalent terms to clause 10.1.5.

11. GOVERNMENT TAXES, DUTIES AND CHARGES

- 11.1 Subject to clause 10.1.5, all taxes, duties and charges (other than GST) imposed or levied in Australia or overseas in connection with the performance of the Contract shall be borne by the Contractor.

12. CONFIDENTIALITY

- 12.1 Prior to the completion of the ELLA and SNAP Tests, the test papers are acknowledged by the Contractor to be confidential material and are considered highly protected documents. Prior to and after completion of the ELLA and SNAP programs personal detail of all students and markers are acknowledged by the Contractor to be highly confidential and private information protected by law in addition to the protection contained in this Contract.
- 12.2 Any unauthorised disclosure, loss, compromise, misuse or leak during the testing, marking or reporting components of the RLLA and SNAP programs could:
- cause harm to the State Government and or the activities of its agency.
 - give unfair benefit to a group or individuals and as such jeopardise the examination process and cause disadvantage to other students.
- 12.3 The Security measures provided under this Contract shall protect the master, copies and proofs of examination papers and well as all student and maker papers (and scans thereof) at all stages to ensure that the confidential and or private information is not put at risk.

13. STORAGE AND DELIVERY

- 13.1 The Deliverables are to be stored in a security area at all material times they are in the possession, care or control of the Contractor or anyone engaged by the Contractor for or in connection with this Contract.
- 13.2 Deliveries of the various Deliverables are to be made to locations nominated by the Principal. The deliveries are to be made under strict security, all aspects of

these deliveries meeting the requirements of the Principal (Refer Part D) at all times. All delivery charges are included within the Contract Price.

14. GUARANTEED DELIVERY TIME

14.1 Delivery must be completed by the dates set out in Part D Specification.

15. INTELLECTUAL PROPERTY

15.1 Ownership

15.1.1 Subject to and in accordance with this clause, ownership of all New Contract Material, including all Intellectual Property rights which may arise in respect of New Contract Material, vests on its creation in the Principal.

15.1.2 The Contractor hereby assigns to the Principal copyright, including future copyright, in all New Contract Material, including each and every stage of design and construction of such material.

15.1.3 Title to, and Intellectual Property rights (other than copyright) in all New Contract Material, including each and every stage in the design and construction of such material, shall on its creation be transferred and assigned to the Principal without the need for further assurance.

15.1.4 This Agreement does not affect the Intellectual Property rights in Existing Contract Material but, unless otherwise agreed, the Contractor hereby grants and shall ensure that relevant third parties grant to Principal, a non-exclusive, non-transferable licence:

- (a) to use, reproduce and adapt for its own use; and
- (b) where specified in the Agreement, to perform any other act with respect to copyright and to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service, or to license any third party to do any of those things in respect of;

all those Intellectual Property rights but only as part of the New Contract Material (and of any future development of that material).

15.1.5 On the expiry or earlier termination of this Agreement, the Contractor shall deliver to the Principal all Contract Material together with all copies thereof except to the extent that the Principal agrees otherwise.

15.1.6 The Contractor shall ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

15.1.7 The Principal may terminate this Agreement for cause if the Contractor infringes any Intellectual Property Rights of the Principal or third parties in performing this Agreement.

15.1.8 This clause shall survive the termination of this Agreement.

15.2 Indemnity

15.2.1 The Contractor must not at any time infringe any Intellectual Property rights of any third party in the performance of this Agreement.

- 15.2.2 The Contractor agrees to indemnify and keep indemnified the Principal, (the Principal's officers, employees and agents) from and against any actions, claims, proceedings, demands, costs, expenses, losses and damages, arising from or in connection with any infringement or alleged infringement of any Intellectual Property rights.
- 15.2.3 The Principal may take legal proceedings including injunctive proceedings against the Contractor if there is any actual, threatened or suspected breach of this clause.
- 15.2.4 The Principal may terminate this Agreement for substantial breach if the Contractor infringes third party rights in breach of this clause.
- 15.2.5 In the event of any claim being made or brought against the Principal in respect of any breach or alleged breach by the Contractor of any Intellectual Property rights, the Principal will notify the Contractor. The Contractor will, with the reasonable assistance, if required, of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of such claims or any litigation that may arise in connection with the claim. If the Contractor fails to conduct such negotiations or settlement the Principal may suspend payment of any money due to the Contractor under this Agreement until such claim has been satisfied, settled, or withdrawn.

16. PACKAGING AND MARKING

- 16.1 The Contract Price includes the cost of packaging, printing delivery, marking and dispatch in accordance with the requirements of Part D.

17. DELAY IN SUPPLY

- 17.1 The Contractor will give prompt, written notification to the Principal and the Principal's Delegate, of any likely delay in the supply of any of the Deliverables beyond any agreed delivery date.
- 17.2 Written notification of delay will not release the Contractor from its obligation to supply by the agreed delivery date unless the Principal or the Principal's Delegate, agrees in writing to extend the date.
- 17.3 If in the Principal's reasonable opinion the delay has arisen from a cause beyond the reasonable control of the Contractor, the Principal will not refuse a proposed extended delivery date without reasonable grounds for doing so.
- 17.4 The Contractor will not be entitled to any price increase or any costs or expenses in connection with any such delay.

18. ACCEPTANCE – GOODS

- 18.1 A reference in this clause to Deliverables is to be read as a reference to Deliverables that are goods.
- 18.2 The Contractor must follow the agreed project plan as set out in Part D as a condition of the Principal's acceptance under this Contract.
- 18.3 Delivery and receipt of the Deliverables by the delivery date specified in the Specifications shall not be taken to be an acceptance of the Deliverables by the Principal or the Principal's Delegate.
- 18.4 The Principal or the Principal's Delegate, within such period as is reasonable having regard to the nature of any particular Deliverables, normally within no

more than 7 days of otherwise apparent satisfactory delivery in accordance with this Contract, may reject any Deliverables that do not conform to the requirements of this Contract.

18.5 If the Contractor fails to remedy an error or defect in the Deliverable within the period notified by the Principal, the Principal may:

- (a) arrange for performance of the necessary remedial work by a third party at the Contractor's expense; or
- (b) arrange the return of the Deliverable to the Contractor at the Contractor's expense and immediately obtain a full refund of the Price of that Deliverable from the Contractor.

18.6 The Principal or the Principal's Delegate will be taken to have accepted the Deliverables within 30 days of satisfactory delivery in accordance with this Contract if and to the extent that the Principal or the Principal's Delegate does not reject the Deliverables, or any of them.

18.7 Receipt of delivery, acceptance or payment does not prevent the Principal from bringing an action for breach of condition or warranty should the Deliverables prove to be of inferior quality or contrary to the requirements of this Contract.

18.8 The rights and remedies provided in this clause are in addition to, and do not limit, any other rights of the Principal under this Contract or otherwise at law.

19. OWNERSHIP AND RISK

19.1 Title in the Deliverables shall pass to the Principal or the Principal's Delegate on acceptance of the Deliverables in accordance with this Contract.

20. ADDITIONAL EXPENSES

20.1 The Principal will only reimburse the Contractor any reasonable costs, expenses, or charges incurred by the Contractor and not provided for in this Contract where the Contractor has first obtained the Principal's written approval.

21. PAYMENT

21.1 For the purposes of this clause, a Claim is a claim for payment:

- (a) in the form of a Tax Invoice;
- (b) substantiated by an itemised account and any further details reasonably requested by the Principal;
- (c) if made in respect of goods, accompanied by a receipt of delivery from the Principal's Delegate;
- (d) if made in respect of services, accompanied by any required certificate of acceptance from the Principal's Delegate.

21.2 Subject to this clause, the Principal's Delegate shall make payment within 30 days of receipt of a Claim for the Deliverables.

21.3 If progress payments are to be made in accordance with an agreed project plan, each progress payment will be made within 30 days of receipt of a Claim for the relevant progress payment.

- 21.4 If, under 21.1 (b), the Principal's Delegate has requested further details regarding the invoice, the time for payment will be extended until 14 days after the date the information is supplied.
- 21.5 A payment is not an acknowledgment that the Deliverables have been supplied in accordance with this Contract, but shall be taken to be payment on account only.
- 21.6 If the Principal's Delegate disputes the invoice amount it shall certify the amount it believes is due for payment and shall pay that amount. The liability for the balance of payment shall be determined in accordance with this Contract.
- 21.7 The Contractor will not be entitled to any credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Deliverables.

22. SET-OFF/MONEY RECOVERABLE BY PRINCIPAL

- 22.1 The Principal may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Principal in connection with the supply of the Service.
- 22.2 Without limiting clause 22.1, any damages, costs and expenses recoverable by the Principal from the Contractor in consequence of the Contractor's breach of the Contract may be deducted from money then due to the Contractor under the Contract. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Principal and may be:
- (a) set off against any other money due to the Contractor by the Principal under this or any other Contract between the Principal and the Contractor; or
 - (b) recovered from the Contractor by the Principal in an appropriate court.
- 22.3 Nothing in this clause will affect the right of any Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

23. SUSPENSION OF PAYMENTS

- 23.1 Should the Contractor refuse or neglect to carry out the reasonable instructions or requirements of the Principal in regard to any matter connected with this Contract, the Principal, may suspend all payments to the Contractor without penalty until such reasonable instructions or requirements have been complied with by the Contractor.

24. FORCE MAJEURE

24.1 Notice and suspension of obligations

If a party to this agreement is affected, or likely to be affected, by a Force Majeure Event:

- (a) that party must give the other prompt notice of that fact including:
 - (i) full particulars of the Force Majeure Event;
 - (ii) an estimate of its likely duration;

(iii) the obligations affected by it and the extent of its effect on those obligations; and

(iv) the steps taken to rectify it; and

(b) the obligations under this agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

24.2 Effort to overcome

A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible.

25. CONFLICT OF INTEREST

25.1 The Contractor warrants that, to the best of its knowledge, no Conflict of Interest of the Contractor, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Contract.

25.2 The Contractor must:

(a) notify in writing, and consult with, the Principal immediately upon becoming aware of the existence, or possibility, of a Conflict of interest; and

(b) comply with any direction given by the Principal in relation to those circumstances designed to manage that Conflict of interest.

25.3 For the purposes of this clause, a "Conflict of interest" includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Contract.

25.4 The Principal may terminate the Contract in accordance with clause 46.1 if in its view a Conflict of interest exists which prevents the proper performance of the Contract.

26. MISTAKES IN INFORMATION

26.1 Except to the extent that the need for extra cost(s) is caused or occasioned by an act of the Principal the Contractor must pay for the extra cost(s) (if any) occasioned by errors or omissions in Contract material or other information supplied by it..

27. MINIMUM INSURANCE REQUIREMENTS

27.1 The Contractor must hold and maintain, and must ensure that all subcontractors 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 Contract for the particular policy:

(a) a broad form public and products liability policy of insurance to the value of at least \$20,000,000, that in relation to the public liability component of the policy is the Limit of Indemnity in respect of each claim; and

- (b) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees.
- 27.2 All policies of insurance must be effected with an insurer approved by the Principal (which approval will not be unreasonably withheld).
- 27.3 The Contractor must ensure that each policy is in effect for the Term of this Contract or such other period as required by the Principal.
- 27.4 All policies must, apart from workers compensation and professional indemnity insurance:
 - (a) note the interest of the Principal, the Non Government School Sector and the State;
 - (b) not exclude liability assumed by the Contractor under this Contract.
- 27.5 The Contractor must, when requested in writing by the Principal, supply proof that all insurance policies required by this Contract are current.
- 27.6 The Contractor must, when requested in writing by the Principal, arrange for its insurer to complete a "Confirmation of Insurances Obtained" form, and on-send this to the Principal within 30 days of this request. Equivalent evidence as to the currency of insurance policies required by this Contract will be acceptable to the Principal.
- 27.7 If the Contractor fails to comply with clauses 27.1, 27.4, 27.5 and 27.6, the Principal:
 - (a) may effect and maintain that insurance and pay the necessary premiums; and
 - (b) may recover from the Contractor the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance.
- 27.8 Where the Contractor is insured under its parent company's insurance policy, the parent company's insurance policy must clearly indicate that it applies and extends coverage to the Contractor.
- 27.9 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Contract.

28. GENERAL INDEMNITY

- 28.1 The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Principal and its officers, employees and agents against any claim, loss or expense or damages (including a claim, loss or expense 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:
 - (a) any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its employees, agents or subcontractors or their employees) in the performance of this Contract; or
 - (b) any breach of this Contract or the confidentiality deeds required by this Contract;

- (c) any disclosure of any private or Confidential information by the Contractor or any person or company engaged by the Contractor for or in connection with any aspect of carrying out this Contract.

28.2 The Contractor's liability in respect of, and indemnity given in, clause 28 shall be reduced proportionally to the extent that any unlawful, negligent, or deliberately wrongful act or omission of the Principal, its officers, employees or agents caused or contributed to the loss.

29. COMPLIANCE WITH LAWS

29.1 The Contractor must at all times act in a lawful manner in the provisions of the Service and the conduct of its business including, without limitation, complying with all taxation legislation, privacy legislation (both State and Federal) , workers compensation and occupational health and safety requirements. In providing the Service the Contractor shall also comply with:

- (i) the Crimes (Administration of Sentences) Act 1999;
- (ii) any other Legislative requirement; and
- (iii) the provisions of this Contract.

30. OCCUPATIONAL HEALTH SAFETY & REGULATION

30.1 The Contractor will comply with the following OHS&R requirements in the performance of this Contract:

- (a) The Occupational Health and Safety Act 2000 (NSW) and any regulation made under this Act, including the OHS Regulation 2001; and
- (b) Codes of Practice, approved and issued pursuant to the above Act and/or regulations made under the Act.

31. LICENCES AND APPROVALS

31.1 The Contractor must obtain and maintain at its own cost all licences, approvals and consents (including, where relevant, those of parents of students) necessary to perform this Contract in accordance, at all times, with all requirements of the law and this Contract..

32. PAYMENT OF WAGES AND ALLOWANCES

32.1 The Contractor shall ensure that all persons employed by it in or in connection with the Service, are paid wages and allowances of every kind required to be paid by or under any relevant award, determination or order of the State or Territory in which the Service is being provided or by or under any industrial Contract that is in force in the State or Territory of the Commonwealth in which the Service is being provided and that all such persons are employed under the conditions contained in any such award, judgement, order or industrial Contract.

32.2 It shall be a precondition, notwithstanding any other provision of this Contract, to the obligation to pay any monies due to the Contractor that wherever requested by the Principal, the Contractor shall give the Principal a statutory declaration to the effect that no wages are due and owing by the Contractor in respect of work undertaken pursuant to this Contract.

33. THE CONTRACTOR'S ON-COSTS

- 33.1 The Principal will not be liable for any of the Contractor's employee "on-costs", including wages, salaries, superannuation charges, holiday pay or allowances, sick pay, Workers' Compensation, or any tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Contractor. The Contractor indemnifies the Principal should the Contractor or sub contractor not pay relevant on costs.

34. SUB-CONTRACTING OF CONTRACT

34.1 Sub-contractors

- 34.1.1 Under no circumstances is any part of the Contract to be sub-contracted without the Principal's approval.
- 34.1.2 Should the Principal grant approval during the term of the Contract for Sub Contractors to be used, the Contractor must make the approved Sub Contractor aware of the terms and conditions of the Contract and this clause. In such a case, it will be an express condition of Contract that, for all purposes, the Sub Contractor(s) will be regarded as employee(s) of the Contractor.
- 34.1.3 The terms and conditions of the sub contract must be consistent with the Contract.
- 34.1.4 For the purposes of this and other relevant conditions, "Sub-Contractor" is defined as any person whose services are utilised by the Contractor for the purposes of this Contract and who is not an employee of the Contractor.
- 34.1.6 The Contractor will continue to be bound by, and responsible for performance of, the Contract notwithstanding that part or all of it may have been sub-contracted.
- 34.1.6 Regardless of any consent given, the Contractor will be responsible for ensuring the suitability of any sub-contractor and that the sub-contractor meets the requirements of a Contract.
- 34.1.7 The Parties agree that the Principal may withdraw its consent to a Sub Contractor if in its reasonable opinion the Sub Contractor is not meeting the requirements of the Contract. The Principal will notify the Contractor in writing that its consent is withdrawn and the Contractor will immediately terminate its arrangement with the Sub Contractor.
- 34.1.8 To the extent that loss is not attributable to the Principal's withdrawal of approval of a Sub Contractor;
- (a) the Contractor will be liable for any acts or omissions of any Sub Contractor or any employee or agent of the sub-contractor as fully as if they were the acts or omissions of the Contractor; and
 - (b) the Contractor will indemnify and release the Principal from any liability or loss resulting from the acts or omissions of any Sub Contractor.
- 34.1.9 The Contractor will be liable for any acts or omissions of any Sub Contractor or any employee or agent of the Sub Contractor as fully as if they were the acts or omissions of the Contractor and will indemnify and release the Principal from any liability or loss resulting from the acts or omissions of any Sub Contractor.
- 34.1.10 This clause will not merge on the completion or earlier termination of the Contract.

- 34.1.11 This clause 34 does not apply in the event that the Principal requests a particular Sub Contractor to provide the Service.

34.2 Maintenance of Contractor's Information and Sub Contractor's Information

- 34.2.1 The Contractor must notify the Principal of any change in the Contractor Information contained in this Contract, if any.
- 34.2.2 The Contractor must notify the Principal of any change in the Sub Contractor Information, if any.
- 34.2.3 The Contractor must provide this information in any manner and format requested by the Principal.

34.3 Security of sub contract payments

- 34.3.1 "Paid when paid provision" means a term of a sub-contract under which:
- (a) the Contractor's liability to pay for Deliverables is contingent on a payment being made by the Principal or
 - (b) the due date for payment for Deliverables is dependant on the date on which a payment is made by the Principal.
- 34.3.2 The terms of any sub-contract of this Contract must not include a paid when paid provision.
- 34.3.3 The Principal is not liable for any failure by the Contractor to comply with this clause.

35. KEEPING OF RECORDS AND ACCESS TO RECORDS

- 35.1 The Contractor must keep proper accounts, records and time sheets in accordance with the accounting principles generally applied in commercial practice but to the extent that any information from time to time held by the Contractor is confidential or private information of the kind noted in this Contract or by law the Contractor must deliver any and all such information to the principal on expiration (for whatever reason) of this Contract or upon demand by the Principal.
- 35.2 The Contractor will be allowed to retain its internal records and any records that are required to be retained for legal purposes which records must, to the extent that they contain any personal or confidential information, to be held subject to the provision of clause 40.
- 35.3 During the currency of this Contract, the Contractor must, within seven (7) days of a request from the Principal, give the Principal access to, and copies of, any material relevant to the performance of the Contractor's obligations under this Contract, and any financial information, that the Principal reasonably requires.

36. ACCESS TO CONTRACTOR'S PREMISES

- 36.1 During the Contract period, the Contractor shall at all times permit or arrange for all officers authorised by the Principal to enter upon the premises of the Contractor or its Sub Contractor(s) for the purposes of inspecting work performed pursuant to the Contract and to be given access to all documents or information necessary for the same purposes.

- 36.2 Any inspections, as detailed above, shall be undertaken by the Principal's staff at various intervals during the course of the Contract. Such visits to the Contractor's premises may be announced or unannounced, but in either case, access should be only allowed after proof of identity has been established.
- 36.3 Visitors to the Contractor's premises must comply with all reasonable directions of the Contractor including but not limited to:
- (a) compliance with the Contractor's occupational health and safety policy;
 - (b) compliance with the Contractor's policies regarding privacy and confidentiality;
 - (c) compliance with the Contractor's security requirements; and
 - (d) an undertaking not to interfere with the ordinary running of the Contractor's business.

37. MONITORING OF PERFORMANCE

- 37.1 The Contractor must meet with the Principal from time to time, as reasonably directed by the Principal and as a minimum on a bi-monthly basis, to evaluate and monitor performance of this Contract by the Contractor.
- 37.2 At all times during the term and any extensions of the term of the Contract, the Contractor shall provide the Deliverables to the standards set out in the Specification and also strictly in accordance with requirements of the Specification.

38. EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

- 38.1 The Contractor authorises the Principal 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 Principal and any Information relating to the Contractor's performance under the Contract, or the Contractor's financial position.
- 38.2 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.
- 38.3 The Principal regards that the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 22 of the Defamation Act 1974 (NSW).
- 38.4 The Contractor releases and indemnifies the Principal and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information to other NSW Government agencies. Without limiting the above, the Contractor releases the Principal 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 to other NSW Government agencies relating to the use of such Information by the recipient of the Information.

39. THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL

- 39.1 The Contractor warrants that all personnel engaged or to be engaged in the provision of the Service are appropriately qualified, competent and experienced.
- 39.2 The Contractor must employ only such persons:

- (a) as are careful, skilled and experienced in the provision of the Service or similar Service; and
- (b) (where applicable) who hold all necessary licences, permits and authorities.
- (c) whose standards of workmanship are entirely suitable for the supply of the Deliverables and the requirement of this Contract.

40. CONFIDENTIALITY (REFER SCHEDULE 2)

40.1 In this Contract "**Confidential Information**" means information that:

- (a) is by its nature confidential (including information considered as "private" or "personal" information in respect of students and or markers);
- (b) is designated by either party as confidential; or
- (c) a party knows or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Contract;
- (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party; or
- (f) has been independently developed or acquired by a party.

40.2 Neither party shall, without the prior written approval of the other party (which approval shall not be unreasonably withheld) make public or disclose to any person any Confidential Information of the other party, any private or personal information, any information about this Contract or any other agreement associated with this Contract and, in giving written approval, the other party may impose such terms and conditions as it thinks fit.

40.3 Each party shall take all reasonable steps to ensure that its employees or agents engaged for the purposes of this Contract, do not make public or disclose Confidential Information of the other party nor any personal or private information about any person.

40.4 Either party may at any time require the other party to arrange for its employees or agents engaged in the performance of the Service to execute a deed of confidentiality in or to the effect of that set out in Schedule 2 together with any changes thereto required by the Principal for any reason.

40.5 Either party agrees to indemnify and hold harmless the other party against all costs, liability, losses and claims incurred by the other party as a result of any breach of confidentiality.

40.6 Each party shall on demand by the other party return any document supplied by the other party to it.

40.7 This clause shall survive the termination of this Contract.

41. DELIVERY OF CONTRACT MATERIAL AND INFORMATION

41.1 The Contractor must keep secure any Principal's Material and any Contract Material that it holds or controls for the performance of this Contract.

41.2 The Contractor must, within 7 days of completion or termination of this Contract, or such other period as agreed to in writing by the Principal, return to the Principal any of the Principal's Material it has in its possession or under its control.

41.3 The Contractor agrees that it will not make any alteration to the Principal's Material without the prior written consent of the Principal.

42. NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP

42.1 The Contractor agrees that the Contractor will not be taken to be, nor will it represent that it is, the employee, partner and/or agent of the Principal.

42.2 Contractor personnel allocated for the purposes of the Contract shall operate under the following specific terms and conditions:

"The Contractor agrees that it will at all times hereafter indemnify and keep indemnified the Principal against all actions, proceedings, claims and demands, costs, damages and expenses which may be levied, brought or made against the Principal or which it may pay sustain or incur by reason of statute or otherwise in the event that the personnel supplied by the Contractor are deemed to be or alleged to be deemed to be employees of the Principal ".

43. ENTRY TO OFFICIAL ESTABLISHMENTS

43.1 All persons entering official establishments are required to be approved and conform with the regulations regarding security and discipline within the area as may be laid down by the Principal or any other authority concerned.

44. DAMAGE TO PROPERTY

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

45. VARIATIONS

45.1 This Contract may not be varied except in writing signed by both the Principal and the Contractor.

46. TERMINATION FOR CAUSE

46.1 Without prejudice to its rights at common law, the Principal may immediately terminate this Contract, in whole or in part, by written notice to the Contractor ("Notice of Termination for Cause"):

- (a) where the Contractor or Approved Sub Contractor makes (or is found to have made) any statement, fact, information, representation or provides material in the Tender which led to this Contract, which is false, untrue, or incorrect in a way, which materially affects the Contract;
- (b) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body

against the Contractor or Approved Sub Contractor including for corrupt conduct or for collusive pricing;

- (c) where the Contractor or Approved Sub Contractor commits a Substantial Breach of the Contract that is not capable of remedy;
- (d) where the Contractor or Approved Sub Contractor commits a Substantial Breach of the Contract in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Principal requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Principal may reasonably allow;
- (d) in the case of the Contractor's or Approved Sub Contractor's insolvency;
- (e) where the Contractor or Approved Sub Contractor assigns or purports to assign its rights and/or obligations, or novates or purports to novate this Contract or subcontracts or purports to subcontract the Contract except in accordance with this Contract; or
- (f) if in the Principal's view a Conflict of interest exists for the Contractor or Approved Sub Contractor, which prevents the proper performance of the Contract.

46.2 Effect of Termination for cause

46.2.1 If the Principal terminates this Contract for cause the Principal may:

- (a) contract with any other person to complete the provision of the Service;
- (b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Principal under any Contract (which may be ascertained and certified by the Principal), from any money due, or which may become due to the Contractor (whether under this Contract or any Contract) and/or from the Security (if any); and
- (c) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Principal; and
- (d) the Contractor will immediately provide all data in a form accessible to an alternative software platform chosen by DET (a comma delimited file), and provide reasonable assistance, if required, with incorporation of the data into the new software platform.

47. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

47.1 The Principal may terminate this Contract in whole or in part for its convenience by giving written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to give reasons.

47.2 Effect of Termination for convenience

47.2.1 The Principal shall reimburse the Contractor its unavoidable costs directly incurred as a result of termination provided that any claim by the Contractor:

- (a) must be supported by written evidence of the costs claimed;

- (b) will be in total satisfaction of the liability of the Principal to the Contractor in respect of this Contract and its termination.

47.2.2 The Principal shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Contractor as a result of the termination of this Contract by the Principal.

47.2.3 The Contractor must, wherever possible, include in all sub-contracts and supply Contracts an equivalent provision to this clause.

48. COMPLETION OF THE CONTRACT BY THE PRINCIPAL

48.1 If this Contract is terminated, the Contractor must assist the Principal in transferring responsibility for the obligations under the Contract either to an alternative supplier or to the Principal itself, and this will include:

- (a) upon request by the Principal, the Contractor must produce and make available all Contract Material relating to this Contract as set out in clause 46.2.1(d);;
- (b) assignment to the Principal, or such other person as the Principal nominates, of any contract entered into by the Contractor for the supply of any Deliverables; and
- (c) if requested, offer to sell, at fair market value, to the Principal, or such other person as the Principal nominates, any equipment used by the Contractor in conjunction with and dedicated solely to the delivery of the Contract.

48.2 The Contractor must continue to carry out obligations under this Contract in full until termination of the Contract.

49. ISSUE RESOLUTION

49.1 General

49.1.1 In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below will be followed in this order until an issue is resolved:

- (a) Amicable Resolution (cl.49.2);
- (b) Expert Determination (cl.49.3)

49.2 Amicable Resolution

49.2.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, ("the Issue Notice") about the meaning or effect of the Contract or about any matter arising under or out of the Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.

49.2.2 If the Party giving the Issue Notice is the Contractor, and this issue has arisen under the Contract, it must give the Issue Notice to the Principal.

49.2.3 If the Party giving the Issue Notice is the Principal, it must give the Issue Notice to the Contractor.

49.2.4 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.

- 49.2.5 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.
- 49.2.6 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice.
- 49.2.7 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided ("the Referral Notice").
- 49.2.8 If the Party giving the Referral Notice is the Contractor, it must give the Referral Notice to the Principal.
- 49.2.9 If the Party giving the Referral Notice is the Principal, it must give the Referral Notice to the Contractor.
- 49.2.10 If a Referral Notice has not been given within 27 days of becoming entitled under clause 49.2.6, then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

49.3 Expert Determination

- 49.3.1 If a Referral Notice is given under clause 49.2, the expert is to be agreed between the Principal and the Contractor. If they cannot agree within 27 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.
- 49.3.2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:
- (a) an employee of the Parties;
 - (b) a person who has been connected with the Contract or the Contract as the case may be; or
 - (c) a person who the Parties have not been able to agree on.
- 49.3.3 When the person to be the expert has been agreed or nominated, the Principal, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
- (a) the issue referred to the expert for determination;
 - (b) the expert's fees;
 - (c) the procedure for the determination set out in Schedule 1;
 - (d) any other matter which is relevant to the engagement.
- 49.3.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 49.3.5 The procedure for expert determination is set out in Schedule 1.
- 49.3.6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.
- 49.3.7 If the expert determines that one Party must pay the other an amount exceeding \$100,000.00 (calculating the amount without including interest on it, and after

allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.

49.3.8 Unless a Party has a right to commence litigation under clause 49.3.7:

- (a) the Parties must treat each determination of the expert as final and binding and give effect to it; and
- (b) if the expert determines that one Party owes the other money, that Party must pay the money within 27 days.

50. PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION

50.1 The Parties agree to continue performing their obligations under this Contract while the issue is being dealt with in accordance with clause 49.

51. NO ASSIGNMENT OR NOVATION

51.1 The Contractor must not assign or novate this Contract without first obtaining the prior written consent of the Principal.

51.2 The Contractor acknowledges that the Principal may make financial checks on the entity proposing to take over this Contract before determining whether or not to give consent to the assignment or novation.

52. WAIVER

52.1 A waiver in respect of a breach of a term of this Contract 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 Contract will not be interpreted as a waiver of that term.

53. SEVERABILITY

53.1 If any part of this Contract is void or voidable, then that part is severed from this Contract but without affecting the continued operation of the remainder of the Contract.

54. NOTICES

54.1 Notices must be sent to the other Party at the nominated address, or the address last notified to the other Party in writing, or in the case of the Contractor, at the Contractor's registered office.

54.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.

54.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

55. NON-MERGER

55.1 The obligations of the Parties under the contract, do not conclude at the cessation of the contract, whether such cessation be through termination, short-closure, suspension or expiry of the contract.

56. COUNTERPARTS

- 56.1 If there are a number of counterparts of this Contract, the counterparts taken together constitute one and the same instrument.

57. APPLICABLE LAW

- 57.1 This Contract 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 and the Commonwealth of Australia.

58. SURVIVAL CLAUSE

- 58.1 Unless the context otherwise provides, the rights and obligations under this Contract will survive the expiration or earlier termination of this Contract.

59. RIGHTS CUMULATIVE

- 59.1 The rights and remedies provided under this Contract are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

60. CONTRACTOR'S WARRANTIES

- 60.1 In relation to Deliverables that are services, the Contractor warrants that:
- (a) it will provide the Service in accordance with the requirements of the Contract and with due care and skill;
 - (b) it will comply with all statements or representations as to the provision of the Service contained in the Tender;
 - (c) the information contained in the Tender as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its employees and Sub Contractors is correct;
 - (d) it has established and will comply with and maintain during the Contract, the quality assurance arrangements set out in the Tender; and
 - (e) it will not enter into any arrangement that impedes or is likely to impede its performance of the Service in a manner, and to a standard, that is satisfactory to the Principal without first obtaining the Principal's consent.
 - (f) the Service does not infringe the Intellectual Property rights of a third party; and
 - (g) the Service shall conform to any legally applicable standards.

SCHEDULE 1 EXPERT DETERMINATION PROCEDURE

1. QUESTIONS TO BE DETERMINED BY THE EXPERT

- 1.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
- 1.1.1 Is there an event, act or omission, which gives the claimant a right to compensation under the Contract:
- (a) for damages for breach of the Contract, or
 - (b) otherwise in law?
- 1.1.2 If so:
- what is the event, act or omission?
 - (a) on what date did the event, act or omission occur?
 - (b) what is the legal right which gives rise to the liability to compensation?
 - (c) is that right extinguished, barred or reduced by any provision of the Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- 1.1.3 In the light of the answers to clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
- (a) What compensation, if any, is due from one party to the other and when did it fall due?
 - (b) What interest, if any, is due when the expert determines that compensation?
- 1.2 The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.

2. SUBMISSIONS

- 2.1 The procedure for submissions to the expert is as follows:
- 2.2 The Party to the Contract which has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in clause 49.3.3 of the Contract.
- 2.3 The other Party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 2.4 The Party referred to in clause 2.3 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
- 2.5 The other Party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.
- 2.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clause 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- 2.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- 2.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Contract gives information to the expert, it must at the same time give a copy to the other Party.

3. CONFERENCE

- 3.1 The expert may request a conference with both Parties to the Contract. The request must be in writing, setting out the matters to be discussed.
- 3.2 The Parties agree that such a conference is considered not to be a hearing, which would give anything under this Expert Determination Procedure the character of an arbitration.

4. ROLE OF EXPERT

- 4.1 The Expert:
- 4.1.1 acts as an expert and not as an arbitrator;
 - 4.1.2 must make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the Expert's own expertise; and
 - 4.1.3 must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in clause 2.2.
 - 4.1.4 If a certificate issued by the Expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the Expert must correct the certificate.

Schedule 2 - Deed of Confidentiality

BY THIS DEED DATED THE _____ day of _____ 2006

BETWEEN **THE NEW SOUTH WALES DEPARTMENT OF EDUCATION AND TRAINING** for and on behalf of the Crown in right of the State of New South Wales of 35 Bridge Street, Sydney, in the State of New South Wales ("the Principal")

AND *[Name and address of Confidant]* ("the Confidant ")

RECITALS:

- A. In the course of the Confidant supplying certain Deliverables for the Principal (whether directly or indirectly) pursuant to the Contract, the Confidant will have access to and may become aware of Confidential Information belonging to or in the possession of the Principal.
- B. Improper use or disclosure of the Confidential Information would severely damage the Principal's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the NSW Government.
- C. The Principal requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Principal's Confidential Information is kept confidential and that the Confidant provides the Deliverables faithfully and without any conflicting interest.
- D. This Deed sets out the terms on which the Confidant will have access to the Confidential Information

OPERATIVE PROVISIONS:

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals in every particular.

2. Interpretation

2.1 Definitions

The interpretation of this Deed, unless a contrary intention appears, requires the following expressions will have the following meanings:

"Contract" means the Contract between the Principal and the Contractor dated *[insert date]* for the supply of the Deliverables as defined in the Contract.

"Confidential Information" means information that:

(a) is by its nature confidential (including information considered as "private" or "personal" information in respect of students and or markers
;

(b) is designated by the Principal as confidential; or

(c) the Confidant knows or ought to know is confidential;

and includes but is in no way limited to:

(d) the Contract Material;

(e) The Principal's Material including the financial information, the corporate information and the commercial information of the Principal or any Customer;

- (f) any material, which relates to the affairs of a third party;
- (g) information relating to the policies, strategies, practices and procedures of the NSW Government and any information in the Contractor's possession relating to the NSW Public Service; and
- (h) the scope of the Contractor's Contract with the Principal.

"Contractor" means [*insert name of Contractor*]

"Contract Material" means:

- (a) any material created, written or otherwise brought into existence as part of, or for the purpose of providing the Deliverables including but not in any way limited to all Records, working papers, programs, student information, flow charts, reports, including documents, equipment and information and data stored by any means ("New Contract Material");
- (b) any material which is existing at the date of this Contract and which is incorporated with the New Contract Material ("Existing Contract Material").

"Customer" has the same meaning as in the Contract;

"Express Purpose" means the Confidant performing certain of the obligations under the Contract.

"Intellectual Property Rights" includes copyright, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Contract;

"Principal's Material" means any documentation, information or material supplied by or on behalf of the Principal, or a Customer to the Confidant

"Notice" means notice in writing given in accordance with this Deed; and

"Records" includes the Contract Material and any other information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Contract;

2.2 General

2.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply

2.2.2 A reference to

- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or Contract, or a provision of a document or Contract, is a reference to that document, Contract or provision as amended, supplemented, replaced or novated;
- (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
- (d) anything (including a right, obligation or concept) includes each part of it.

2.2.3 If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

2.2.4 A singular word includes the plural, and vice versa.

2.2.5 A word which suggests one gender includes the other genders.

2.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

3.1 The Confidant must not disclose the Confidential Information to any person without the prior written consent of the State.

3.2 The State may grant or withhold its consent in its discretion.

3.3 If the State grants its consent, it may impose conditions on that consent, including a condition that the Confidant procure the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.

3.4 If the State grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 Despite cl.3.1.1, the Confidant may disclose the Confidential Information to its directors, officers, employees, and contractors ("permitted recipients") where such disclosure is essential to carrying out their duties owed to the Confidant or in accordance with this Deed.

3.6 Before disclosing the Confidential Information to a permitted recipient, the Confidant will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the Confidential information other than as permitted by this Deed.

3.7 The Confidential Information must not be copied or reproduced by the Confidant or the permitted recipients without the expressed prior written permission of the State, except as for such copies as may be reasonably required for the purposes of this Deed.

3.8 The State may at any time require the Confidant to promptly arrange for the permitted recipients to execute a Deed of Confidentiality substantially in the form of this Deed.

3.9 If any person being any director, officer, contractor or employee of the Confidant, who has had access to the Confidential Information in accordance with this clause leaves the service or employ of the Confidant then the Confidant will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Confidant, would be a breach of the obligations of the Confidant under this Deed.

3.10 The requirements of this Deed do not affect the obligation of the Confidant to disclose any Confidential Information where it is required to be disclosed at law.

4. Restriction on use

4.1 The Confidant must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Principal use the Confidential Information for any purpose other than the Express Purpose.

4.2 The Confidant must, unless otherwise authorised by the prior written consent of the Principal:

- (a) treat as confidential and secret all of the Confidential Information, which the Confidant has already acquired or will acquire from the Principal;
- (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
- (c) not directly or indirectly use, disclose, publish or communicate or permit the use, disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;

- (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
- (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

- 5.1 This Deed will survive the termination or expiry of the Contract.

6. Rights of the Principal

6.1 Production of Documents

- 6.1.1 The Principal may demand the delivery up to the Principal of all documents in the possession or control of the Confidant containing the Confidential Information. The Contractor will be allowed to retain its internal records and any records that are required to be retained for legal purposes which records must, to the extent that they contain any personal or confidential information, to be held subject to the provision of clause 40.
- 6.1.2 The Confidant must immediately comply with a demand under this Clause 6.
- 6.1.3 If the Principal makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose the Principal or control they lie.
- 6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

The Principal may take legal proceeding against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Indemnity and release

- 7.1 The Confidant is liable for and agrees to indemnify and keep indemnified the Principal or a Customer in respect of any claim, damage, loss, liability, cost, expense, or payment, which the Principal or a Customer suffers or incurs as a result of:
- (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
 - (b) the disclosure or use of the Confidential Information by the Confidant or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

- 8.1 This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

9. Waiver

- 9.1 No waiver by the Principal of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.

- 9.2 None of the provisions of this Deed will be taken to have been varied, waived, discharged or released by the Principal unless by its express consent in writing.

10. Remedies Cumulative

10.1 Cumulative

The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

10.2 Other Instruments

Subject to the other covenants of this Deed, the rights and obligations of the Parties pursuant to this Deed are in addition to and do not derogate from any other right or obligation between the Parties under any other Deed or Contract to which they are Parties.

11. Variations and amendments

- 11.1 No term or provision of this Deed may be amended or varied unless notified in writing and signed by the Parties in the same manner as this instrument.

12. Applicable law

- 12.1 This Deed will be governed and construed in accordance with the law of New South Wales and the Commonwealth of Australia.

13. Notices

- 13.1 Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Confidant, at the Confidant's registered office.
- 13.2 All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.
- 13.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

Executed as a Deed

SIGNED, SEALED AND DELIVERED)

by)

for and on behalf of)

(signature of the Principal)

NSW DEPARTMENT OF EDUCATION AND TRAINING)

for and on behalf of the Crown in right of)

the State of New South Wales but not so)

as to incur any personal liability in the)

presence of:)

[insert name of Witness]

)

(signature of Witness)

Signatures are required in one of two combinations:
the Corporate Secretary and a Director, or
two Directors.

SIGNED by <insert name of company>, ABN)
<insert ABN number>, a prudentially supervised)
institution by the Australian Prudential)
Regulation Authority (APRA), and in accordance)
with section 127 of the Corporations Act and in
the presence of:

<Director/Secretary>

Director

Print Name

Print Name



***NSW Procurement – Contracting Services is a Business Unit of
the NSW Department of Commerce***

**NSW Procurement – Contracting Services invites this tender for and on behalf of the
NSW Government State Contracts Control Board**

PART A – THE REQUIREMENT AND CONDITIONS OF TENDER

Request for Tender No 0602481 Printing, Data Capture and Distribution Services Components of the ELLA and SNAP Programs for The NSW Department of Education & Training

Tender Issue Date: 1 November 2006
Closing Date: 22 November 2006

Closing Time: 9:30 am Sydney Time

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus three (3) copies of the tender. Tenders are to be marked "Original", "Copy 1", "Copy 2", "Copy 3", accordingly.

Non-Refundable Hard Copy Document Fee \$110.00 (includes GST). Note: There is no charge for downloading an electronic copy from <https://tenders.nsw.gov.au/commerce>. Payment for a hard copy is to be made by either a cheque drawn in favour of the NSW Department of Commerce or by credit card (MasterCard, Visa and Bankcard). Cash will not be accepted.

This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Contact Officer identified in this RFT.

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

©State of New South Wales – Contracting Services, 2006.

TABLE OF CONTENTS

PART A	THE REQUIREMENT AND CONDITIONS OF TENDER	1
1.	DEFINITIONS OF TERMS USED IN PARTS A and C.....	1
2.	OUTLINE DESCRIPTION OF THE REQUIREMENT	3
3.	SUMMARY INFORMATION FOR TENDERERS.....	4
4.	PREPARATION OF TENDER - GENERAL.....	6
5.	PREPARATION OF TENDER – PROJECT PLAN AND PRICE SCHEDULE.....	7
6.	PREPARATION OF TENDER – POLICY REQUIREMENTS	8
7.	SUBMISSION OF TENDERS.....	14
8.	EVALUATION OF TENDERS	16
9.	OUTCOMES	19

PART A THE REQUIREMENT AND CONDITIONS OF TENDER

1. DEFINITIONS OF TERMS USED IN PARTS A and C

1.1 Unless the context indicates otherwise, the following terms, where used in Parts A and C of this RFT, shall have the meanings set out below.

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

“Addendum” means an addendum or addition to this RFT made by the Board before the Closing Date and Time.

“Alternative Tender” means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

“Board” or **“SCCB”** means the State Contracts Control Board established under the Public Sector Employment and Management Act 2002 whose responsibilities include:

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- On-going contract administration and management,

and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Closing Date and Time” means the Closing Date and Time for receipt of Tenders, specified on the cover sheet to this RFT.

“Code” means the NSW Government Code of Practice for Procurement, NSW Government Procurement Policy, 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 RFT. The aforementioned codes can be viewed and downloaded from:

- 1) NSW Government Procurement Policy:
<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

and

- 2) Code of Practice for Procurement:
http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Conforming Tender” means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions contained in Part B; and
- (d) conforms to all of the other stated requirements of this RFT.

“Contractor” means the tenderer as a party to the proposed Contract.

“DET” means the NSW Department of Education and Training.

“ELLA” means the English Language and Literacy Program conducted by the Principal within the public and private school systems for students in Years 7 and 8 and a small number of students in Years 10 and 11.

“Government Businesses” means in general, entities which: a) have some form of public sector ownership; b) are engaged in trading goods and/or services; c) have a large measure of self sufficiency; and d) are subject to Executive control. In this context, the term Government business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

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

“Non-Conforming Tender” means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms of the Contract in Part B, including a Tender which seeks to qualify or amend these terms; or
- (d) does not conform to any of the other stated requirements of this RFT.

“NSW Procurement – Contracting Services” means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“OHS&R” means occupational health, safety and rehabilitation.

“Price Schedule” means the list of Services offered by the tenderer, together with the corresponding pricing information.

“Principal” means the NSW Department of Education and Training for and on behalf of the Crown in right of the State of New South Wales who will be a party to the Contract.

“Principal’s Delegate” means any officer or person authorised by the NSW Department of Education and Training to undertake duties in connection with the arrangement and/or operation of a Contract entered into by the NSW Department of Education and Training.

“Requirement” means the detailed description of the required Services to be met by the tenderers and detailed in the Specification.

“RFT” means this Request for Tender and includes all parts thereof.

“Service” means the services sought under this RFT, as detailed in the Specification at Part D.

“**SME**” means small to medium enterprise.

“**SNAP**” means the **Secondary Numeracy Assessment Program** conducted by the Principal within the public and private school systems for students in Years 7 and 8 and a small number of students in Years 10 and 11.

“**Specification**” means the detailed description of the required Services contained in Part D.

“**Tender**” means the offer to supply the Services submitted in response to the RFT.

“**Tender Price**” means, in respect of each Service offered, the price nominated in the Price Schedule for that Service.

2. OUTLINE DESCRIPTION OF THE REQUIREMENT

2.1 Scope

- 2.1.1 This Request For Tender (“RFT”) is made by the State Contracts Control Board (“the Board”) and covers the general requirements for the Printing, Data Capture and Distribution Services of the SNAP and ELLA Programs for DET.
- 2.1.2 The period of the Contract will be for a one (1) year period (test period 2007), with the option to renew for a further one (1) year period (test period 2008).
- 2.1.3 **DET is seeking a Prime Contractor to deliver three components of the ELLA and SNAP programs comprising Printing, Data Capture and Distribution Services. It is MANDATORY for Tenderers to bid all of the three components as detailed in Part D Specification. All sub contractors must be identified. Tenders for only part of these three components will not be considered.**
- 2.1.4 The fourth component of the ELLA/SNAP program, the operation of the Marking Centre, will be undertaken in 2007 by the Australian Council for Educational Research (ACER), 19 Prospect Hill Road, Camberwell, Victoria. ACER was appointed following RFT 0502129: Marking Centre Component of the SNAP/ELLA Program, November 2005. To facilitate responding to this tender, a copy of the Specifications for the Marking Centre contract is provided on CD for information purposes only.
- 2.1.5 It is essential that the successful Tenderer(s) comply with the program schedules and delivery dates indicated in the specifications. Tenderers who cannot guarantee to meet the required delivery dates will receive no further consideration.
- 2.1.6 Tenderers should note the very tight Project Timeframe and, in particular, that the first deliverable (Provision of artwork by DET) is to be provided on 1 December 2006.

3. SUMMARY INFORMATION FOR TENDERERS

3.1 Structure of Request for Tender

3.1.1 This RFT is made up of the following Parts:

- Part A The Requirement and Conditions of Tender
- Part B Conditions of Contract
- Part C Tender Response
- Part D Specification

If submitting a Tender, retain Parts A, B and D. The completed Part C forms the Tender.

3.1.2 Part C must be submitted in accordance with the instructions in this Part A.

3.2 Contact Officer

3.2.1 Refer requests for information or advice regarding this RFT to:

Name: Steve Diekman, Senior Contracts Officer
Phone: (02) 9372 7524
Fax: (02) 9372 7799
Email: Steve.Diekman@commerce.nsw.gov.au

3.2.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer.

3.3 Nature of Contract

3.3.1 The Requirement is to be met by a Contract between the Principal and the successful tenderer on the terms and conditions of Part B. ***Note: if you nominate at Part C that you comply with the Conditions of Contract (Part B), then the stated Conditions of Contract at Part B will not be subject to any negotiation should your tender be successful.***

3.4 Eligibility to Tender

3.4.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to contract. The Principal will only contract with the relevant legal entity or entities.

3.4.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If Tenders from trustees are permitted this may include a copy of the relevant trust deed. Any evidence requested is to be provided within 3 working days of the request.

3.4.3 The Board may submit any financial information provided by the Tenderer for independent financial assessment of the Tenderer's business. If the Board judges the tenderer's financial position to be marginal, it reserves the right to make

acceptance of any Tender conditional upon the tenderer entering into a bank or parent company guarantee, or an unconditional performance bond.

- 3.4.4 The Board reserves the right to reject any tender if it judges the tenderer not to have appropriate financial assets.
- 3.4.5 The Board will not enter into a contract with an organisation that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their Tender.
- 3.4.6 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Board's discretion if the tenderer demonstrates that it will obtain an ABN and GST registration before entering into a Contract with the Principal. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender.

3.5 Where to obtain this RFT

3.5.1 RFT copies

3.5.2 A tenderer may obtain either a hard copy or electronic copy of this RFT.

3.5.3 To obtain an electronic copy, NSW Department of Commerce has adopted an electronic tendering system using the internet, which has the capacity for viewing, downloading, or ordering the RFT and for the lodgement of Tenders.

3.5.4 <https://tenders.nsw.gov.au/commerce/>

3.5.5 To obtain a hardcopy

- (a) Ordering on-line through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>. Hard copy orders placed through the website will be filled by standard postal delivery.
- (b) *By prior arrangement on (02) 9372 8900 between 8.30 am and 4:30pm, Mondays to Fridays (except public holidays) to pick up from Tenders Office, McKell Building, NSW Department of Commerce. Tenderers are met at Level 3 (ground floor) McKell Building, 2-24 Rawson Place, Sydney, NSW 2000. Though the Tenders Office is currently located at Level 8, no public access is given to this floor and all public face-to-face tender transactions occur on Level 3.*
- (c) Ordering by telephone (02) 9372 8900. An additional fee is charged for delivery by express post or by courier, as required.
- (d) First viewing a full exhibited copy at the Tenders Office by prior arrangement on (02) 9372 8900 between 8.30 am and 4:30pm, Mondays to Fridays (except public holidays).

3.6 Sample DET Documents

- 3.6.1 An electronic copy of sample documents have been provided on CD, reflecting the type of documents required to be printed, distributed, scanned and marked under the 2007 ELLA/SNAP Program.
- 3.6.2 In order to assist Tenderers' understanding of the distribution requirements a list of the schools, school location and numbers of students taking the ELLA and SNAP tests in 2007 has been made available. This information is to be treated as confidential and is to be used only for the purpose of preparing the tender response. This information must be destroyed after the tender process is completed.
- 3.6.3 To obtain a copy of the DET's sample documents tenderers are required to contact the Department of Commerce tender section on (02) 9372 8900. Samples will not be forwarded automatically.

3.7 Pre-Tender briefing

- 3.7.1 A pre-Tender briefing will be held on the date, and at the time and place, nominated in the advertisement or listed below. The Contact Officer or another officer of NSW Procurement – Contracting Services will be available at that time to answer any queries regarding this RFT and the tender process generally.
- 3.7.2 While attendance at the pre-Tender briefing is not compulsory, attendance is highly recommended.

Date: Monday 6 November 2006

*Location: Conference Room, Level 1
1 Oxford Street
Darlinghurst, NSW 2010*

Time: 10:00am

4. PREPARATION OF TENDER - GENERAL

4.1 Conformity of Tenders

- 4.1.1 The Board seeks Conforming Tenders.
- 4.1.2 Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, may be excluded from the tender process without further consideration, at the Board's discretion.
- 4.1.3 The Board will consider Alternative Tenders, provided the Alternative Tender meets the scope and functional intent expressed in the RFT. Where such Alternative Tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it does not conform to the requirements of the RFT.
- 4.1.4 The Board may assess an Alternative Tender against the selection criteria.
- 4.1.5 An Alternative Tender must be clearly marked "Alternative Tender".

- 4.1.6 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
- (a) Any Alternative Tender or part of an Alternative Tender, which meets the scope and functional intent expressed in the RFT, and
 - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender that, in the Board's opinion, is substantially a Conforming Tender.

4.2 General Instructions for Completion of Tenders

- 4.2.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 4.2.2 Tenderers must initial and date any alterations to, and deletions from, a hard copy Tender.
- 4.2.3 Tenderers must complete ALL of Part C of this RFT, as directed.
- 4.2.4 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 4.2.5 A Tenderer must satisfy itself that the Tender, including the Tender Price is correct and that it is financially and practically viable for it to enter into and perform the proposed Contract.

4.3 Addenda to this RFT Before Close of Tenders

- 4.3.1 A tenderer may ask the Contact Officer for clarification of anything in the RFT before the close of the third business day prior to the Closing Date and Time. The Board may issue any instruction resulting from such request in writing to all tenderers in the form of an Addendum.
- 4.3.2 If for any other reason the Board requires the RFT to be amended an Addendum will be issued.
- 4.3.3 In each case, an Addendum becomes part of the RFT.
- 4.3.4 It is the obligation of the tenderer to verify if any addenda were issued prior to closing date, even if a tender has already been submitted. They must obtain a copy of all addenda and confirm in Part C that all addenda have been obtained and taken into consideration.

5. PREPARATION OF TENDER – PROJECT PLAN AND PRICE SCHEDULE

5.1 Project Plan

- 5.1.1 Tenderers must prepare the Project Plan at Part C identifying all Deliverables.

5.2 Price Schedule

- 5.2.1 Tenderers must complete the Price Schedules at Part C.

5.3 Calculating the Tender Price

5.3.1 General

5.3.2 The Tender Price must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the Contract;
- (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders; and
- (d) include all costs associated with the preparation and submission of the Tender.

5.4 Price Variation

5.4.1 The Tenderer may determine the Tender Price on the basis of one of the three options below. The Tenderer will be asked to indicate which option is selected in Part C.

- (1) Firm for the **entire duration** of the contract, including the ELLA/SNAP Programs for 2007 and for 2008 if the option to extend the contract is executed by DET.
- (2) Firm for the ELLA/SNAP Program for 2007 then subject to review based on variations in **rates of exchange** for the 2008 Program if the option to extend the contract is executed by DET.
- (3) Firm for the ELLA/SNAP Program for 2007 then subject to review based on variations in **labour and material** factors for the 2007 Program if the option to extend the contract is executed by DET.

5.5 GST Free or Input Taxed Supplies

5.5.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Contract.

5.6 Minimum Tender Validity Period

5.6.1 Tenders must remain open for acceptance for a period of at least three (3) months from the Closing Date and Time for Tenders. Tenderers must state in Part C if their Tenders will remain open for any longer period.

6. PREPARATION OF TENDER – POLICY REQUIREMENTS

6.1 Procurement Policy – introduction

6.1.1 Tenderers should read the main policy documents listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to tenderers' attention in this cl.6. Their requirements are reflected in the

selection criteria listed in cl.8.2 and in the responses required from tenderers in Part C.

(a) Government Procurement Policy

6.1.2 <http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

(b) Government Code of Practice for Procurement:

6.1.3 http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

(c) DET Statement of Business Ethics

6.1.4 The private sector must be mindful of upholding the ethical standards the public demands when public monies are being expended.

DET relies on its private sector business partners to be aware of, and to adhere to the same standard of behaviour when competing for and carrying out work on its behalf. The DET Statement of Business Ethics clearly explains the obligations, roles and constraints of parties doing business with DET.

<https://www.det.nsw.edu.au/doingbusiness/index.htm>

6.2 Code of Practice for Procurement

6.2.1 Tenderers must comply with the Code of Practice for Procurement. The ability of a tenderer to comply with the Code is an essential condition of all Tenders.

6.2.2 Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it is aware of the requirements of the Code, that the tenderer will comply with the Code and that the tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.

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

6.3 Occupational Health Safety & Rehabilitation

6.3.1 Tenderers must comply with the following OHS&R requirements in the performance of any contract awarded:

(a) The Occupational Health and Safety Act 2000 (NSW) and any regulation made under this Act, including the OHS Regulation 2001, and

(b) Codes of Practice, approved and issued pursuant to the above Act and or regulations made under the Act

6.3.2 Tenderers must ensure that the tenderer's Sub-Contractors will comply with the OHS&R requirements listed in clause 6.3.1 in the performance of any contract awarded.

6.3.3 Tenderers must indicate compliance with OHS&R requirements in Part C.

6.4 Environmental Management

6.4.1 The NSW Government seeks to promote ecologically sustainable development through procurement. The Tenderer is required in Part C to highlight how the provision of the Services would promote this object if its Tender is accepted.

6.4.1 The NSW Government requires agencies to promote Ecologically Sustainable Development through procurement. Tenderers are required in Part C to demonstrate their environmental management and performance capability and a commitment to waste management and energy conservation practices. Tenderers are also asked to detail the measures that they intend to implement to improve environmental performance and management if their Tender is accepted.

6.5 Economic Development Through Government Procurement

6.5.1 Economic development is a key policy objective in all government procurement. This objective may incorporate policies regarding:

- (a) the giving of purchasing preferences to Deliverables of Australian and New Zealand origin;
- (b) local industry participation, and;
- (c) Small to Medium Enterprise (SME) involvement, employment and workforce development.

6.5.2 Policies of particular relevance to this procurement are drawn to tenderers' attention in this Part. Further details are to be found in the NSW Government Procurement Policy and from sources identified in this clause.

6.5.3 Tenderers are encouraged to take up the services offered by the Industry Capability Network (NSW) Ltd (ICN) to assist in maximising the local content of Tenders. The ICN is a business advisory service, managed by industry and funded by the NSW Government, primarily to assist business and buying organisations to source their requirements from local producers who can provide goods, equipment and services against imports. The ICN provides a free service of identifying the supply capabilities of Australian manufacturers and import replacement. The ICN also assists in the preparation of Local Industry Participation Plans. Contact details are given below.

ICN (NSW) Ltd
Suite 313 Henry Lawson Business Centre
Birkenhead Point
Drummoyne NSW 2047

Phone: 02 9819 7200
Fax: 02 9181 3321
E-mail: enquiry@icnnsw.org.au
Website address: www.icnnsw.org.au

6.5.4 The Board makes no representation or promise in relation to the suitability or otherwise of any advice or assistance offered by the ISO or its compliance with the Board's requirements.

6.6 NSW Government Purchasing Preference Scheme

6.6.1 The NSW Government has directed its departments and declared agencies to give preference to goods (and related services) of Australian and New Zealand origin. The NSW Purchasing Preference Scheme supports Australian manufactured products and services in preference to imports. Certain eligible country based suppliers are given additional preference above all other suppliers. Preferences are only used for the purposes of tender evaluation and no actual costs are incurred by Contractors or client agencies.

6.6.2 The Preference Scheme is implemented by evaluating Tender Prices in accordance with the clauses below.

Preference – Australian and New Zealand Content

6.6.3 Preference is applied in the form of a 20% loading on the declared imported/overseas content (excluding New Zealand) of the tendered goods (and related services). For example:

Tender Price:	\$10.00
Imported Content:	80%
Preference margin	$20\% \times 80\% \times \$10.00 = \$1.60$
Price used for evaluation:	$\$10.00 + \$1.60 = \$11.60$

6.6.7 No preference margin is applied when assessing Tenders for the provision of services alone.

6.6.8 Tenderers are required to provide details of the imported (non-Australian and New Zealand) content in the Price Schedule and to make available records (as and when required) to substantiate imported or local content claims. Tenderers must also include detailed statements from their sub-contractors on the imported content of the goods and related services they are offering.

6.6.9 The imported content of goods and related services is the estimated duty paid value, inclusive of the value of any services, for example overseas freight and insurance, consultancy or engineering effort, or any charges of overseas origin, together with customs clearing charges.

NSW Country Industries Preference Scheme

6.6.10 A further preference loading of up to 5% is applied if the tenderer is not based in a NSW country area in accordance with the Country Industries Preference Scheme (CIPS). The preference loading is not applied against New Zealand or other overseas Tenders or Tenders from other states or territories.

6.6.7 For preference to be applied to a Tender under the CIPS:

- (a) the tenderer must be registered with the Department of State and Regional Development as a country manufacturer under the Country Industry Preference Scheme (Tel 02 9338 6717) before the Closing Date and Time for Tenders;
- (b) The tenderer must quote its Preference Registration Number allocated by the Department of State and Regional Development and the applicable preference margin in the space provided in Part C of this RFT;

- (c) The goods being sought are those for which the tenderer is registered; and
- (d) The tenderer is tendering as the prime contractor.

6.6.9 The Country Industries Preference Scheme is intended primarily to benefit manufacturers located outside the metropolitan areas of the State which, in comparison with their city-based competitors, suffer definable economic disadvantages which can be directly attributed to their country location. The preference applies on the following basis to approved manufacturing industries located outside the county of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool and the Municipality of Camden:

- (e) In the Cities of Maitland, Greater Cessnock and Blue Mountains, the Municipalities of Kiama and Shell Harbour and the Shires of Port Stephens, Lake Macquarie, Gosford, Wyong, Wollondilly, Wingecaribee and that part of the Shire of Hornsby which was previously part of the Shire of Colo: maximum preference of 2.5%.

- (f) Elsewhere in New South Wales: maximum preference of 5%.

6.6.10 Further details of the NSW Purchasing Preference Scheme, and an application for registration under the Country Industry Preference Scheme, can be obtained from:

Department of State and Regional Development
Regional Development Division
225 George Street
Level 43
Grosvenor Place
SYDNEY 1200
Telephone: (02) 9338 6717
Facsimile: (02) 9338 6726
Website address: <http://www.business.nsw.gov.au/index.asp>

6.7 Small to Medium Enterprise (SME) involvement

6.7.1 If Deliverables may be sourced from SME sub-contracting arrangements tenderers are to provide details in Part C of the likely percentage of the value of the Deliverables to be provided under the contract that will be sourced from SMEs and of the activities that will be carried out by SMEs under the contract.

6.8 Regional Development

6.8.1 It is NSW Government policy to encourage regional development. Tenderers are to provide details in Part C of the positive impact that the work flowing to the local region will generate, and any adverse effect should the same work be awarded to a capital city based organisation. Tenderers should also show the level and range of activities under the contract that will be affecting the region.

6.9 Workforce Development

6.9.1 Sustainable growth in employment, improved productivity and improvement in the State's prosperity require a highly skilled workforce. The NSW Government is committed to encouraging investment and job creation in NSW. Tenderers are required to state in Part C how they will provide opportunities for disadvantaged

groups, the use of new technology and developing specialised skills with related information. The evaluation will favour Tenders that demonstrate a commitment to the development of the workforce.

6.10 E-Commerce

- 6.10.1 The NSW Government is dedicated to maximising opportunities for the electronic and on-line delivery of goods and services including monitoring of and reporting on the supply of contracted goods and services. The use of electronic commerce in government procurement is therefore actively encouraged. It is the intention of the NSW Government to move purchasing progressively on-line to benefit NSW Government and its suppliers of goods and services.
- 6.10.2 Tenderers are required in Part C to outline their present capabilities and services (if any) or future strategies in relation to electronic commerce. Tenderers should also indicate their willingness to work together with the Board towards electronic commerce in the administration and operation of the contract.
- 6.10.3 Tenderers who require more information can view policy documents on the above at <http://www.oit.nsw.gov.au> and <https://tenders.nsw.gov.au/commerce>.
- 6.10.3 The Board reserves the right to inspect a tenderer's e-commerce capabilities to verify any claims made and to examine the format and flexibility of the offered system.

6.11 Project Plan

- 6.11.1 Tenderers are required to submit a detailed Project Plan as part of their tender. The Project Plan must comply with the project timeline provided in Part D (Specification). The detailed Project Plan will be incorporated in any resultant Contract.

6.12 Security Systems

- 6.12.1 Tenderers must submit with their tender response in Part C details of the proposed security systems to ensure their premises, those of their sub contractors and all materials will be contained in a secure physical and electronic environment. Failure to provide these details may result in no further consideration of the tender response.
- 6.12.2 The security arrangements MUST satisfy the DET.
- 6.12.3 Tenderers should note that if the DET has any doubts concerning the Tenderer's security, then their tender may be rejected.
- 6.13.4 The DET reserves the right to request additional security measures.

6.13 Quality Systems in place

- 6.13.1 Tenderers shall have an established Quality System in place. It is highly desirable that tenderers meet the requirements of the AS/NZS ISO 9000 series.

6.14 Competitive Neutrality

- 6.14.1 The objective of NSW Government Policy on the application of competitive neutrality is to ensure that government businesses, whether they are Commonwealth, State or Local, do not have any net advantage over their competitors as a result of their public ownership. It requires that comparisons between public and private sector bids be made on a similar basis. It means, amongst other things, that in-house bids should reflect adjustments that offset the effects of taxation exemptions, where it is feasible to do so, and be accurately costed.
- 6.14.2 A tenderer who is either a Government agency (including an organisational unit of such an agency) or a Government Trading Enterprise will be required to adhere to the NSW Government Policy Statement on the Application of Competitive Neutrality, June 1996, where applicable.
- 6.14.3 You may access this policy statement at www.cabinet.nsw.gov.au/publics.html. Hard copies are available from the Cabinet Office at Level 37, Governor Macquarie Tower, 1 Farrer Place, Sydney 2000.
- 6.14.4 The principal or other appropriate senior officer of a tenderer who constitutes either a Government agency or a Government Trading Enterprise is required to affirm, in Part C, that the tenderer does or does not comply with this policy.

7. SUBMISSION OF TENDERS

7.1 General Instructions for Submission of Tenders

- 7.1.1 A Tender must be received by the Closing Date and Time.
- 7.1.2 A Tender may be submitted by any of the following methods:
- (a) by delivery into the Tender Box:
 - (1) It must be marked:

Tender Box
NSW Department of Commerce
Level 3, McKell Building (Ground Floor)
2-24 Rawson Place
Sydney
 - (2) If delivery personnel require(s) a signature as evidence of Delivery, the Tender must be delivered between 8:30 a.m. and 4:30 pm, Mondays to Fridays (except public holidays)
 - (b) by post, addressed to

Tender Box
NSW Department of Commerce
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000;

- (c) by facsimile to (02) 9372 8974;
 - (d) by electronic lodgement through the NSW Department of Commerce, eTendering website at <https://tenders.nsw.gov.au/commerce/>.
- 7.1.3 A tenderer must not change pre-existing text in the RFT other than to insert the required information.
- 7.1.4 If a tenderer intends to submit electronically through the NSW Department of Commerce eTendering website, the tenderer must follow the instructions contained in the “Tenderer’s Guide to Using eTenders” and “How to lodge a Response” found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>.
- 7.1.5 If a tenderer intends to submit electronically through the NSW Department of Commerce *eTendering website* or by facsimile, the following must be considered:
- (a) The facsimile machine and NSW Department of Commerce *eTendering website* are at peak use on the morning when Tenders close.
 - 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Time than at other times.
 - 2) When lodging by facsimile or through the NSW Department of Commerce *eTendering website*, it is recommended that a Tender be lodged well in advance of the Closing Date and Time.
 - 3) A tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce *eTendering website* is appropriate.
 - (b) The facsimile machine and the NSW Department of Commerce *eTendering website* may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering website* should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A tenderer is referred to the instructions contained in “How to lodge a Response” found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>, as to compressing electronically submitted Tenders.
 - 1) In order to comply with the above paragraph, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
 - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be specified as requirement throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
 - 3) If submitting an electronic tender with supporting documents:
 - (a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Time, and

- (b) Supporting documents should be clearly designated as “Supporting Documents to RFT 0601591.

- 7.1.6 A tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the Department of Commerce *eTendering website*. A tender 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 Tenders lodged by other means.
- 7.1.7 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown on the Department of Commerce *eTendering website*.
- 7.1.8 An electronically lodged tender must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT. Any CAD files submitted with an electronically lodged Tender must be in DWF, DWG or DXF format. A tenderer must ensure that any CAD files submitted will correctly display and print in Microstation Version 4.
- 7.1.9 Signatures are not required for a Tender submitted to the Department of Commerce *eTendering website*. A tenderer, however, must ensure that an electronically lodged Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person’s approval of the information communicated.
- 7.1.10 If a tenderer experiences any persistent difficulty with the Department of Commerce *eTendering website* in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer, and to note there are usually alternative Tender lodgement methods described in the RFT.

7.2 Late Tenders

- 7.2.1 Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.

7.3 Extension of the Closing Date and Time

- 7.3.1 The Board may, in its discretion, extend the Closing Date and Time.

8. EVALUATION OF TENDERS

8.1 General

- 8.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 8.1.2 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the selection criteria listed in this RFT.
- 8.1.3 If a particular requirement is stated to be “mandatory” a failure by the Tender to fully comply with that requirement may result in automatic exclusion of the Tender without further consideration.

- 8.1.4 As part of the evaluation process, tenderers may be called upon at their own expense to make a presentation of their proposal to the evaluation committee.
- 8.1.5 The Tender Evaluation Committee reserves the right to consult nominated referees and appropriate authorities, and to have independent financial credit/financial checks undertaken to satisfy itself as to the suitability of the tenderer.
- 8.1.6 Tenderers shall note that their premises and facilities may be inspected during the tender evaluation phase. Reasonable notice will be provided to tenderers of any proposed inspection. Inspections will be carried out between the hours of 9:00 am to 5:00 pm Monday to Friday.
- 8.1.7 At the Board's discretion any omitted detail or variation and/or qualification of any requirement may be either evaluated and/or scored in accordance with the tenderers statement (or lack thereof) or clarified by the Board as to the intention of the tenderer.

8.2 Selection Criteria

- (a) Security systems offered and the lack of risk to the confidentiality of the deliverables.
- (b) Demonstrated capacity/ability to perform and meet the projected delivery timetable.
- (c) Previous contract experience in undertaking similar projects and its/their demonstrated success including referee reports.
- (d) Quality management systems in place.
- (e) Suitability of price offered.
- (f) Financial stability and financial position.
- (g) Tenderers proposed facilities and equipment to be utilised for this tender including the quality/availability of back-up and support service.
- (h) Compliance with Part D Specification.
- (i) Compliance with Part B Conditions of Contract.
- (j) Compliance with applicable NSW Government Procurement Policies, legislation and standards.
- (k) Proven record of ethical behaviour in service delivery by the tenderer and proposed subcontractors.

8.3 Variation of Tenders

- 8.3.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may vary its Tender:
- (a) by providing the Board 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 Tender negotiated under this Part B.

8.3.2 Such a variation may be made either:

- (a) at the request of the Board, or
- (b) with the consent of the Board at the request of the tenderer

but only if,

- (c) in the case of variation requested by the tenderer to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the tenderer to provide the explanation or correct the mistake or anomaly, or
- (d) in the case of variation to document agreed changes, the Board has confirmed that the draft documented changes reflect what has been agreed.

8.3.3 If a Tender is varied to provide an explanation or correct a mistake, the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

8.3.4 A variation of a Tender will not be permitted if in the Board's view:

- (a) it would substantially alter the original Tender; 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 Tender in a way which would give a tenderer an unfair advantage over other tenderers.

8.3.5 At any time before the Closing Date and Time a tenderer may submit a revised Tender that supersedes an earlier Tender already submitted by the tenderer. In such cases, the tenderer's revised Tender must clearly indicate that the tenderer's subsequent Tender is to supersede its earlier Tender.

8.4 Exchange of Information Between Government Agencies

8.4.1 By tendering for this Contract, the tenderer authorises the Board to collect, or exchange with other public bodies, information and opinions about the tenderer's performance or financial position (that may identify the tenderer by name) for any purpose related to the performance by the tenderer of NSW public sector contracts. In particular, any such information and opinions about the tenderer may be used in considering whether to offer the tenderer opportunities for NSW public sector work.

8.4.2 The tenderer agrees that it will make no claim against the State, the Board, the Principal, or any other NSW public body in respect of information or opinions about the tenderer collected, exchanged and used for the above-stated purposes. The tenderer may have rights under the *Freedom of Information Act 1989* to access, and to require the correction of, information held by certain agencies.

8.4.3 The tenderer agrees that information which may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer

for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a Tender will be an authorisation by the tenderer to the Board to collect such information from third parties in accordance with this clause.

8.5 Corrupt or Unethical Conduct

- 8.5.1 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:
- (a) offered any inducement or reward to any public servant or employee, agent or sub-contractor of the Board, the Client Agency, or the NSW Government in connection with this RFT or the submitted Tender;
 - (b) engaged in corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*, or
 - (c) a record (including through an agency report) of unethical behaviour,
- this may result in the Tender not receiving further consideration.
- 8.5.2 The Board is under no obligation to do so, but may in its discretion invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

9. OUTCOMES

9.1 Negotiations Before Determination of Outcome

- 9.1.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers or a preferred tenderer, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.

9.2 Acceptance or Rejection of Tenders

- 9.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with this Part A, any Alternative Tender or other Non-Conforming Tender.
- 9.2.2 The Board is not bound to accept the lowest or any Tender.
- 9.2.3 If the Board rejects all the Tenders received it may:
- (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or
 - (b) conduct post tender negotiations in accordance with this Part A.
- 9.2.4 The Board will accept a Tender by execution of a formal contract including the terms and conditions as set out in Part B. No Tender may be verbally accepted.

9.3 Discontinuance of the Tender Process

- 9.3.1 The Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 9.3.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

9.4 Post Tender Negotiations in the Event all Tenders Are Rejected

- 9.4.1 If there are no acceptable Tenders the Board may negotiate with the tenderers which are closest to conforming with the tender requirements and provide best value for money.

9.5 Complaints

- 9.5.1 It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part B or the Requirement, it is invited to write to:

Chairman, State Contracts Control Board
Level 22, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

9.6 Disclosure of Information Concerning Successful and Unsuccessful Tenders

- 9.6.1 In accordance with NSW Government Policy, the Board may publish information relating to the contract awarded under the RFT, including the identity of the successful tenderer, the price payable by the agency and the significant selection criteria used in Tender assessment plus their weightings.
- 9.6.2 Unless the successful tenderer agrees or release is legally required, the Board will not disclose the successful tenderer's financing arrangements, cost structure or profit margins, significant intellectual property or any other information that in the Board's view would put the successful tenderer at a substantial commercial disadvantage.
- 9.6.3 A tenderer may request that the Board not disclose particular information included in its Tender, giving reasons. The Board will consider any such request before disclosure of information under this clause, but the Board's decision is final and at its absolute discretion.
- 9.6.4 The Board may publish the identities of all tenderers, but will not disclose other information included in an unsuccessful Tender unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required.
- 9.6.5 For this tender the Board will publish the names of tenderers and the other public information about the agreement on the internet on November 2005.

9.7 Ownership of Tenders

- 9.7.1 All Tenders become the property of the Board on submission.
- 9.7.2 The Board may make copies of the Tenders for any purpose related to this RFT.



**NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Commerce**

**NSW Procurement – Contracting Services invites this tender for and on behalf of the
NSW Government State Contracts Control Board**

PART D – SPECIFICATION

**Request for Tender No 0602481
Printing, Data Capture and Distribution Services
Components of the
ELLA and SNAP Programs for
The NSW Department of Education & Training**

**Tender Issue Date: 1 November 2006
Closing Date: 22 November 2006**

Closing Time: 9:30 am Sydney Time

TABLE OF CONTENTS

OUTLINE OF THE ELLA/SNAP PROJECT.....	1
1. Background	1
PART 1: SPECIFICATION FOR PRINTING COMPONENT	3
2. Project Timeline for the Printing Component.....	3
3. Test Materials	3
4. Test Books.....	3
5. Testing Session Log Books	5
6. School Tally Sheet	5
7. Pre-Printed Reports package Material	5
8. Packaging and Distribution.....	6
9. Security.....	6
PART 2: SPECIFICATION FOR THE DATA CAPTURE COMPONENT	14
10. Preamble to the Data Capture Component	14
11. Project Timeline for the Data Capture Component	14
12. Important General Considerations	15
13. Receiving and Reconciliation of Test Books.....	16
14. Collection of Assessment Materials.....	17
15. Scanning, Editing and Reporting Software.....	18
16. Data Capture and Management.....	18
17. Data Capture and Management.....	18
18. Editing	20
19. Processing and Validation	21
20. DET Requirements for Equating and Calibration	22
21. Tracking	22
22. Auditing	23
23. Security.....	23
24. Optional Requirement for Data Capture Component.....	24

25. Preparation of Reports	24
PART 3: SPECIFICATION FOR THE DISTRIBUTION SERVICES COMPONENT	32
26. Preamble to the Distribution Component	32
27. General Requirements for Packaging and Distribution	32
28. Project Timeline for the Distribution Component.....	33
29. Specification for the Quantity of Test material to be Distributed	33
30. Items to be Supplied by the Contractor	34
31. Specification for Packaging of Test Materials	34
32. Specification for Distribution of Test Materials	35
33. Region and Diocese Distribution	35

OUTLINE OF THE ELLA/SNAP PROJECT

1. Background

- 1.1 In 1997 the New South Wales Department of School Education (DET) implemented the Year 7 ELLA (English Language and Literacy Assessment) in a number of NSW Government secondary schools.
- 1.2 In 2000 the DET implemented the Year 7 SNAP (Secondary Numeracy Assessment Program) in a number of NSW Government secondary schools.
- 1.3 Both tests now cover all of the Year 7 and the majority of Year 8 students in NSW government schools, Catholic Diocesan Schools and selected non-government schools, plus a small number of Year 10 and Year 11 students.
- 1.4 The NSW Government has given literacy and numeracy particular emphasis with a comprehensive literacy and numeracy strategy for primary and secondary schools.
- 1.5 For Year 7, the ELLA and SNAP Programs will allow participating schools to apply a uniform test to assess students' literacy and numeracy development at a critical time of schooling. The results will assist schools to diagnose student's strengths and weaknesses and determine the most appropriate teaching and learning programs for those students.
- 1.6 The Year 8 test will enable participating schools to assess the development of their student's skills from one test to the other before further developing appropriate teaching and learning programs.
- 1.7 Specifically the test results will:
 - (a) Provide teachers with accurate, valid and confidential information to assist them to:
 - identify particular strengths and weaknesses of individual students;
 - identify particular strengths and weaknesses of groups of students sharing certain relevant background characteristics; and
 - compare students' achievements with a larger group representative of the student population as a whole;thereby assisting schools to recognise where improvement can be achieved.
 - (b) Provide DET with information about the literacy and numeracy skills of identified groups of students in the cohort of the schools taking part, thereby assisting DET to determine priorities and allocate resources.
- 1.8 In 2007, the number of students that are expected to participate in each program (ELLA and SNAP) are as follows:
 - 467 NSW Government Schools (60,000 Year 7 and 55,000 Year 8 students)

- 115 NSW Catholic Diocese Schools (15,500 Year 7 and 6,000 Year 8 students)
- 158 NSW Independent Schools (13,500 Year 7 and 6,600 Year 8 students)
- 5 NSW Senior High Schools (500 students (Senior))
- up to 3 International schools (Hong Kong, Singapore and Indonesia).

1.9 **All students are to be tested on Tuesday 6th March (ELLA) and Tuesday 8th May (SNAP), 2007.**

1.10 The ELLA and SNAP programs involves testing students in the two (2) cohorts and providing information about their achievement on those tests to various stakeholders. The following stages of the programs are identified to assist understanding:

- Stage 1: Test development;
- Stage 2: Printing of test materials;
- Stage 3: Distribution of test and administrative materials to schools
- Stage 4: Return of test materials from schools, data capture and processing of test responses, report production and distribution of reports

1.11 Stage 1 is to be performed by DET. Stages 2, 3 and 4 are to be performed by Contractor(s) appointed by public tender.

1.12 One Request for Tender is being issued for the ELLA/SNAP project comprising:

RFT 0602481: Printing, Data Capture and Distribution Components of the ELLA and SNAP Program (The requirement covered by this document).

1.12.1 **For RFT 0602481 it is MANDATORY for Tenderers to bid all of the three components detailed in the specification comprising Printing, Data Capture and Distribution Services. Tenders for only part of the requirement will not be considered.**

1.12.2 Referees should only be nominated with the consent of the actual Referee and should not be from the relevant DET area tendering.

1.12.3 **DET policy is that it is unacceptable to have any student data sent electronically or in hard copy for processing to occurring outside of Australia.**

PART 1: SPECIFICATION FOR PRINTING COMPONENT

2. Project Timeline for the Printing Component

- 2.1 The Contractor is required to comply with the following timeline for ELLA:
- | | |
|--|-----------|
| All artwork (test books, etc) provided by DET | 1-Dec-06 |
| Sign-off by DET of test materials for print | 15-Dec-06 |
| Sign-off by DET of Stimulus magazine | 15-Dec-06 |
| All print materials for pick/pack and distribution supplied to Distribution Contractor | 12-Jan-07 |
- 2.2 The Contractor is required to comply with the following timeline for SNAP:
- | | |
|--|-----------|
| All artwork (test books, etc) provided by DET | 2-Feb-07 |
| Sign-off by DET of test materials for print | 16-Feb-07 |
| Sign-off by DET of Stimulus magazine | 16-Feb-07 |
| All print materials for pick/pack and distribution supplied to Distribution Contractor | 16-Mar-06 |

3. Test Materials

- 3.1 This section covers the production and supply of test and associated administrative materials comprising Test books, Testing session log sheets and School tally sheets.
- 3.2 The requirements for each individual item required is described below and also detailed in Schedule S1 Detailed Specifications – Test Materials attached.

4. Test Books

- 4.1 There is to be two scannable Test Books per student. The anticipated number of pages will be 20pp self cover for ELLA and 24pp self cover for SNAP.
- (a) The number of test books to be printed each of ELLA and SNAP will be approximately 115,000 for Year 7, 90,000 for Year 8.
 - (b) The Contractor is to perform all pre-press work for the Test Books up to and including production of high resolution colour proofs.
 - (c) The test books are to be printed in one PMS colour and black throughout with a two PMS and Black cover. The PMS colour will differ for each Year group and test.
 - (d) The test books will generally be as per the supplied sample (see Appendix A and B).

- (e) Handover by DET to the Contractor of test book content material will be Wednesday 1 December 2006 for ELLA and 2 February 2007 for SNAP.
- (f) The size of the Test Book is A4 or slightly larger and must provide sufficient room for the printing of timing/parameter marks (if required) and for guillotining-off the binding margin prior to scanning.
- (g) The layout of the Test Books will generally follow the sample (Appendix A and B). However, DET is prepared to consider alterations to the existing style to accommodate new printing and scanning technologies or new methods of capturing data. If the Contractor desires significant change, time must be built in for DET consultation and approval.
- (h) The pages are to be printed on both sides. The paper must be heavy enough and opaque enough to allow for both sides to be scanned. However, some young students may shade the answer spaces heavily and that the layout of the Test Book should allow for some 'bleeding' through the paper.
- (i) The printing of the test questions and possible answers should not interfere with the reading of student responses. However, there must be sufficient contrast between print colour and page colour for students who have reduced ability to discriminate colours. The contrast requirement is important and must apply particularly where "drop-out" colours are used. Instructions for questions should be printed in black ink to gain maximum contrast.
- (j) Each Test Book is to contain all three sections of the Literacy Test (Writing, Reading and Language) and five sections of the Numeracy Test (Number, Measurement, Space, Data and Numeracy Problem Solving).
- (k) Spaces for encoding the student name, age, school name and their school and region code will be shown on each cover, (example provided in Appendix A and B).
- (l) Where necessary parameter marks (to indicate to the scanner where there are fields to be scanned or the limits of the image area) must be placed in the margin of a page without interference with, or reduction of the current image area.
- (m) Each Test Book must have unique identifying marks on each leaf, eg. folio numbering;
 - to identify each booklet for distribution and recording
 - to identify each set of pages of a booklet
- (n) The Contractor will be required to collaborate with DET in testing out various answering procedures prior to the Test Books being printed.
- (o) Prior to printing, the Contractor will present high resolution colour proofs and revisions of all test materials for inspection and approval by staff of DET.
- (p) A test pack of 100 copies Year 7 and Year 8 for both ELLA and SNAP of machine proofs are to be supplied for a final check and signing-off.

Sufficient time (minimum 48 hours) for checking and sign off needs to be provided for DET senior officers.

- (q) After sign off of the test books the Contractor will supply the DET with PDF files for each test booklet.
- (r) The Contractor will be required to conduct tests of advance print versions of each test book page to check that the scanner can read them. The Contractor will demonstrate to the satisfaction of officers of DET that the test book can be read accurately and completely by the scanner.
- (s) The Contractor must comply with the requirement that the incidence of Test Books with printing or collating faults is less than one (1) per thousand.

5. Testing Session Log Books

- 5.1 These are to be printed in black and one PMS colour on two (2) sides. The size is 297 x 210mm A4. The paper is to be the same as the test books. The log sheets are to be scannable. The DET is responsible for preparing the artwork and the Contractor will supply proofs for the log sheet. (See Appendix C)

6. School Tally Sheet

- 6.1 These are to be printed on one side in black and one (1) PMS ink on the same paper as the test books. The size is 297 x 210mm A4. The tally sheets are to be scannable. The DET is responsible for preparing the artwork and Contractor will supply proofs for the log sheet. (See Appendix C)

Note: The school tally sheet and testing log sheets will need to be laser imaged with the school name, region code and school code.

7. Pre-Printed Reports package Material

- 7.1 The specifications for the Pre-printed Reports Package materials to be supplied by the Contractor are as follows:
 - (a) Individual Students Report shall to be printed on 420 x 297mm in one PMS colour for each cohort;
 - (b) Report to Parents shall to be printed on 210 x 297mm in one PMS colour for each cohort;
 - (c) Report Covers – a simple A4 folder with a gusset and printed on two (2) sides in one PMS colour for each cohort;
 - (d) Pre-printed Window Face Envelopes addressed to the Parent/Caregiver for each Report to Parents.
 - (e) Benchmark letter to Parents, a generic letter print one side in black and PMS 072 inks on white bond 80gsm.
- 7.2 It is necessary that the Contractor attend all necessary meetings with officers of DET to be held in Sydney during the preparation of test materials.

- 7.3 No imprint of the Contractor or any sub-contractor is to appear on any ELLA or SNAP program materials
- 7.4 The requirement for each individual item is also detailed in Schedule S2 Detailed Specifications – Pre-Printed Report Package Materials attached.

8. Packaging and Distribution

- 8.1 In the event that the test materials are to be sent off site from the printer to distributor for pick, pack and distribution the test materials must be palletised and shrink wrapped.

9. Security

- 9.1 The Contractor must put in place and maintain all facilities, procedures, equipment and practices to ensure that all print materials are secure at all times.
- 9.2 All makeready, spoilage, overs, damaged film, disks, tapes or plates will be kept securely in the Contractor's premises. Upon completion all such material will be destroyed under secure conditions or returned to DET as instructed.
- 9.3 The Contractor and Contractor's employee(s) will ensure total probity on all work.

Schedule S1 – Detailed Specifications – Test Materials

Item 1: Test Books

- A. Test Booklet: Year 7 ELLA**
Quantity: 115,000 copies each of 20pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Orange, reverse side and balance of 16pp printed in black and PMS Green. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Supplied in Quark 6 – Mac version (including black & white)
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- B. Test Booklet: Year 7 SNAP**
Quantity: 115,000 copies each of 24pp self cover
Size: 297 x 220mm
Printed: Printed 2 sides in Black, PMS Blue. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Supplied in Quark 6 – Mac version (including black & white)
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- C. Test Booklet: Year 8 ELLA**
Quantity: 90,000 copies each of 20pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Purple and PMS Blue, reverse side and balance of 16pp printed in black and PMS Purple. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Supplied in Quark 6 – Mac version (including black & white)
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size. Text reads the same as Year 7 except for cover change to Year 8
- D. Test Booklet: Year 8 SNAP**
Quantity: 90,000 copies each of 24pp self cover
Size: 297 x 220mm
Printed: Printed 2 side in Black, PMS Brown. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Supplied in Quark 6 – Mac version (including black & white)
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size. Text reads the same as Year 7 except for cover change to Year 8

Item 2: Testing Session Log Sheets

A. Testing Session Log Sheets Year 7 ELLA

Quantity: 4,000 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Orange, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

B. Testing Session Log Sheets Year 7 SNAP

Quantity: 4,000 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Red, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

C. Testing Session Log Sheets Year 8 ELLA

Quantity: 3,000 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Orange, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

D. Testing Session Log Sheets Year 8 SNAP

Quantity: 3,000 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Teal, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

Item 3: School Tally Sheets

A. Tally Sheet: Year 7 ELLA

Quantity: 2,000 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS green, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

B. Tally Sheet: Year 7 SNAP

Quantity: 2,000 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Blue, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

C. Tally Sheet: Year 8 ELLA

Quantity: 1,500 copies

Size: 297 x 210mm
Printed: 2 sides in Black and PMS purple, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

- D. Tally Sheet: Year 8 SNAP**
Quantity: 1,500 copies
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Brown, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

Item 4: Admin Manual

- A. Admin Manual: Year 7/8 ELLA/SNAP**
Quantity: 2,000 copies
Job description: 24pp text + cover
Size: 297 x 210mm (A4 portrait)
Cover: 250gsm Gloss Art
Text 80gsm white bond
Colours: Cover printed 4 colour process with Gloss Art Varnish
Test printed black only throughout
Finishing: Collate & Saddle Stitch
Artwork: PDF supplied
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required

Item 5: Stimulus Materials

- A. Stimulus: SNAP**
Quantity: 197,000 copies
Job description: 8pp self cover
Size: 265 x 186mm
Colours: Printed 4 colour process throughout
Finishing: Collate & Saddle Stitch
Artwork: PDF supplied
- B. Stimulus: ELLA**
Quantity: 197,000 copies
Job description: 16pp self cover
Size: 265 x 186mm
Colours: Printed 4 colour process throughout
Finishing: Collate & Saddle Stitch
Artwork: PDF supplied
- C. Writing Stimulus: ELLA**
Quantity: 197,000 copies
Job description: 2pp Flyer
Finished size A4
Stock: 115gsm Gloss Art
Colours: Printed 4 colour process throughout
Finishing: Trim to size

Artwork: PDF supplied

Item 6: SNAP Instrument Sheet

- A. Instrument sheet: SNAP**
Quantity: 197,000 copies
Job description: 0.25mm clear Semi Rigid PVC Material
Size: 288 x 200mm
Colours: Printed Black only
Finishing: Trim to finished size
Artwork: PDF supplied

Item 7: ELLA Grammar Book

- A. Grammar book: ELLA**
Quantity: 200 copies
Job description: 44pp & Cover
Size: A4 210 x 297mm
Stock: Cover:250gsm Colotech
Test: 80gsm white bond
Colours: Cover: Printed CMYK 1 side
Finishing: Trim & Score cover, collate with text & Saddle Stitch
Artwork: PDF supplied

Item 7: ELLA Marking Manual

- A. Marking Manual: ELLA**
Quantity: 3500 copies
Job description: 92pp Text & Cover
Size: A4 210 x 297mm (A4 Portrait)
Stock: Cover:250gsm Gloss Art
Test: 80gsm white bond
Colours: Cover: Printed 4 colour process with Gloss Art Varnish
Text printed black only throughout
Finishing: Collate & Saddle Stitch
Artwork: PDF supplied

Item 8: ELLA Teacher handbook

- A. Handbook: ELLA**
Quantity: 7,500 copies
Job description: 24pp Text & Cover
Size: A4 210 x 297mm (A4 Portrait)
Stock: Cover:250gsm Gloss Art
Test: 80gsm white bond
Colours: Cover: Printed 4 colour process with Gloss Art Varnish
Text printed black only throughout
Finishing: Collate & Saddle Stitch
Artwork: PDF supplied

- B. Handbook: SNAP**
Quantity: 7,500 copies
Job description: 24pp Text & Cover
Size: A4 210 x 297mm (A4 Portrait)
Stock: Cover:250gsm Gloss Art
Test: 80gsm white bond
Colours: Cover: Printed 4 colour process with Gloss Art Varnish
Text printed black only throughout
Finishing: Collate & Saddle Stitch
Artwork: PDF supplied

Item 8: ELLA Links Documents

- A. Curriculum Links: ELLA**
Quantity: 10,000 copies
Job description: 96pp + 4pp cover
Size: A4 210 x 297mm (A4 Portrait)
Text printed 2 sides in 4 colour process & 1/S Matt Machine
Varnished on A2 Matt Art 100gsm
(allow for full bleed on text & cover)
Stock: Cover:250gsm Gloss Art
Test: 80gsm white bond
Colours: Cover: Printed 4 colour process with Gloss Art Varnish
Text printed black only throughout
Finishing: Collate & Saddle Stitch – 2 wires
Artwork: Artwork supplied on CD as MAC Files
High resolution digital colour proofs to be supplied, imposed,
folded & trimmed in Book form.
- B. Curriculum Links: SNAP**
Quantity: 10,000 copies
Job description: 64pp + 4pp cover
Size: A4 210 x 297mm (A4 Portrait)
Text printed 2 sides in 4 colour process & 1/S Matt Machine
Varnished on A2 Matt Art 100gsm
(allow for full bleed on text & cover)
Stock: Cover:250gsm Gloss Art
Test: 80gsm white bond
Colours: Cover: Printed 4 colour process with Gloss Art Varnish
Text printed black only throughout
Finishing: Collate & Saddle Stitch – 2 wires
Artwork: Artwork supplied on CD as MAC Files
High resolution digital colour proofs to be supplied, imposed,
folded & trimmed in Book form.

Schedule S2 – Detailed Specifications – Pre-Printed Report Package Materials

A. Report to Parent Year 7 ELLA base stock

Quantity: 100,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

B. Report to Parent Year 7 SNAP base stock

Quantity: 100,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

C. Report to Parent Year 8 ELLA base stock

Quantity: 80,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

D. Report to Parent Year 8 SNAP base stock

Quantity: 80,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4-colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

E. Individual Student Report Year 7 ELLA base stock

Quantity: 100,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

F. Individual Student Report Year 7 SNAP base stock

Quantity: 100,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

G. Individual Student Report Year 8 ELLA base stock

Quantity: 80,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset

Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

H. Individual Student Report Year 8 SNAP base stock

Quantity: 80,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4-colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

I. Report Cover Year 7 ELLA

Quantity: 1,000 copies
Open Size: 387 x 533mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 250gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

J. Report Cover Year 7 SNAP

Quantity: 1,000 copies
Open Size: 387 x 533mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 250gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

K. Report Cover Year 8 ELLA

Quantity: 1000 copies
Open Size: 387 x 533mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 250gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

L. Report Cover Year 8 SNAP

Quantity: 1000 copies
Open Size: 387 x 533mm
Printed: 2 sides in 4-colour process, bleeds all edges
Stock: 250gsm White Offset
Copy: Supplied in Quark 6 – Mac version
Proofing: High res colour proofs required.

PART 2: SPECIFICATION FOR THE DATA CAPTURE COMPONENT

10. Preamble to the Data Capture Component

- 10.1 This section covers the processing of students' answers including the scanning, editing and auditing of the test materials. The processing of students' answers is a "Data Management Process" which requires the Contractor to perform "Data Capture" and "Data Processing". It also requires the classification of questions into categories with up to nine (9) response categories in accordance with the business rules (see 15.1).
- 10.2 It is anticipated that approximately 11,000 ELLA and 11,000 SNAP Test Books for each Year 7 and Year 8, from approximately 200 schools will be held (for up to two weeks following the test date) at the individual school until the marking of the extended response tasks is completed. These Test Books will be returned with the extended response task marking completed, ready for processing via the receiving handline. 400 randomly selected test booklets will be scanned and then forwarded to the marking centre for double marking.
- 10.3 The balance of the Test Books will be returned as soon as possible after the test date, ready for processing and transport to the marking centre.
- 10.4 In addition, certain designated schools (equating study schools - approximately 40 in total) are to have priority in the collection and recording of data so that the processed data is available to DET within two weeks of the test date

11. Project Timeline for the Data Capture Component

- 11.1 The Contractor is required to comply with the following timeline for ELLA:
- | | |
|--|------------|
| Equating Study Data to DET | 23-Mar-07 |
| 50% Cohort Sample Data to DET | 4-Apr-07 |
| Sign-off by DET of record reconciliation | 23-Apr-07 |
| Sign-off by DET of Data Centre results and reports | 11-May-07 |
| Final date for distribution of reports to schools | 15-June-07 |
| Supply to DET of Final Data Set | 27-Jul-07 |
- 11.2 The Contractor is required to comply with the following timeline for SNAP:
- | | |
|--|------------|
| Equating Study Data to DET | 26-May-07 |
| 50% Cohort Sample Data to DET | 6-June-07 |
| Sign-off by DET of record reconciliation | 25-June-07 |
| Sign-off by DET of Data Centre results and reports | 6-July -07 |
| Final date for distribution of reports to schools | 3-Aug-07 |
| Supply to DET of Final Data Set | 27-Sept-07 |

12. Important General Considerations

- 12.1 The process of collecting student data involves:
- (a) Collation and confirmation of data in relation to numbers of completed test books in the package relating to the scanned tally sheet. Data to be available to DET on a daily basis;
 - (b) At the foot of page 1 of the test book the special provisions section will need to be scanned, data captured and output compared against the log sheets for any discrepancies at time of editing;
 - (c) Scanning of student responses to produce data files;
 - (d) Editing scanned responses to accurately reflect student responses and to produce edited files;
 - (e) Scoring responses on edited files to produce reports.
- 12.2 The Contractor will be required to provide one site which satisfies DET requirements for the major components of the operation and to develop procedures for the secure and orderly processing of the test material and to provide secure, accessible and adequate space for their storage during the scanning and scoring operation.
- 12.3 In order to satisfy its own requirements and to assist the Contractor with solving any problems, which require liaison with schools or decisions of an educational nature, DET will have staff on site. Tasks which may require DET involvement are:
- (a) Receiving
 - Includes contacting participating schools not accounted for;
 - (b) Data Capturing
 - liaising with schools to assist in obtaining missing information;
 - (c) Editing
 - consultation regarding the educational aspect of the editing of students' responses;
 - to assist the Contractor's staff to decide on students' intent;
 - to provide listings to enable Contractors staff to verify vision impaired students;
 - (d) Auditing
 - to check edited data for DET QA purposes;
 - to verify edited files;
 - tracking test books/students through the system;

- (e) Systems coordination
 - to check the completeness and accuracy of data;
- 12.4 DET staff will include a systems coordinator and a QA officer. The involvement of DET systems coordinator will depend on a negotiated agreement between DET and the Contractor. This agreement will be primarily based on DET's needs.
- 12.5 The Contractor is required to make available on-site equipment and facilities for use by DET staff eg:
 - (a) ten (10) telephones with STD facilities and email facility to be provided or a secure VPN connector to DET and to the Marking Centre Contractor's premises;
 - (b) access to two (2) quality plain paper fax machines;
 - (c) access to a high-speed quality photocopier;
 - (d) exclusive use of ten (10) PC workstations, (including 2 for QA) which are connected to the network. These machines must be located in the DET work area and include access to e-mail facilities;
 - (e) connection of equipment provided by DET to the network for data dump including remote access by DET staff;
 - (f) exclusive use of a room or rooms with a minimum size of 40 square metres, accommodating ten (10) work station outlets and desks suitable for at least ten (10) DET staff. The area provided must be located within a secure area, where the work is being performed.

13. Receiving and Reconciliation of Test Books

- 13.1 The Contractor will establish a receiving and recording facility for a minimum period of about six weeks immediately following the test morning, to be in place no later than 23rd April 2007 for ELLA and no later than 23 June 2007 for SNAP. An appropriate tracking system must be in place to track material into the Contractor's premises and through the processing phases. Documentation of the tracking system must be supplied, and agreed to by DET prior to the test date.
- 13.2 The Contractor must notify the DET in writing, within three weeks of the contract being awarded the location of the receiving facility and information needed about the receiving of test materials.
- 13.3 The receiving and recording facility will operate in such a way as to ensure the following processes are completed:
 - (a) Taking delivery of test books in boxes/parcels from schools;
 - (b) The Contractor's Receiving/Tracking process must allow for the processing of specially identified boxes from designated schools (approximately 50 equating schools) which will require preferential treatment throughout the pick-up, receiving, scanning, editing and auditing stages;
 - (c) A daily report to the DET of parcels and valid assessment papers received

is essential; The report must include names of schools and the number of assessment papers returned.

- (d) Each package sent from schools is to be opened and its contents checked carefully.
- 13.4 Checking will include - reconciliation of numbers of completed Test Books in the package with the enclosed copy of the tally sheet and further reconciliation of checked numbers against a master list of school names and estimated enrolments.
- 13.5 Where numbers cannot be reconciled, accurate and separate records of discrepancies are to be made available in a written report to DET's liaison officer(s) at a regular time each day. DET liaison officer(s) will use such records to contact the appropriate schools.
- 13.6 DET officer(s) will use the above reports to ensure that all schools listed have returned all their completed assessment materials or are accounted for within 4 weeks from the test date.
- 13.7 Accuracy and up-to-date maintenance of all records is essential.
- 13.8 Contents of returned Test Books are to be securely stored in ways agreed upon by DET and the Contractor. Eg. All Test Books oriented in the same way; sheets stored with school; grouping by school.
- 13.9 DET needs to have a complete record of this information. It must also be retrievable during processing of Test Books as needed.

14. Collection of Assessment Materials

- 14.1 The Contractor is to arrange for and accept responsibility for all costs for pick-up and return of Test Books from the schools to the Data Capture Centre.
- 14.2 Tenderers must show in their response at Part C their proposed approach to the return of the completed test booklets from the schools to the Data Capture Centre.
- 14.3 In developing their proposed approach Tenderers can take into consideration that DET would be prepared to have schools deliver the completed test booklets to the school's nearest post office. Under this arrangement the Contractor would be responsible for all costs of getting the materials from the school's nearest post office to Contractor's Data Centre.
- 14.4 The Contractor is to develop an appropriate tracking system to track returned material.
- 14.5 The Contractor must supply all information needed about any mailing arrangements including any freepost numbers. It is also a requirement of this contract that the Contractor will use a tracking system that shows the status of a package either outbound or inbound.
- 14.6 The Contractor must allow for priority collection of 50 specifically nominated schools (equating) which will require preferential treatment throughout the pick-up stages and will need to be identified when delivered.

- 14.7 Accuracy and up-to-date maintenance of all records is essential.
- 14.8 Current and accurate records from the scanned log sheets need to be available to the DET during processing. A consolidated report of log sheet information must be provided to the DET. This information gathered from the Log Sheets will be used in the reporting phase at the conclusion of processing.
- 14.9 DET needs to have a complete record of this information. It must also be retrievable during processing of Test Books as needed.

15. Scanning, Editing and Reporting Software

- 15.1 The DET will supply the business rules for the capturing of data from the student test booklets for the scanning and editing software. This will be provided by DET for ELLA on the 8th January 2007 and 1 August 2007 for SNAP. This will enable the Contractor to plan and commence writing, scanning and editing software in time for thorough testing.
- 15.2 The scanning and editing software will be made available to DET **three (3) weeks** before scanning commences to allow DET time to test it on site and to allow the Contractor time to make any changes, which DET finds to be necessary.
- 15.3 The Contractor shall demonstrate fully all processes and software applications. This demonstration must simulate the conditions of the system working under load. Progress reports specified should be an integral part of the demonstration.
- 15.4 Testing of the system and software to be carried out with sufficient time to enable ELLA test processing to commence on the 9th March 2007 following the assessments and for SNAP 9 May 2007.
- 15.5 All ELLA scanning and editing and auditing (including reception) software **MUST** be accurate and finalised and ready for DET sign off by Monday the 26th February 2007 and by 1 May 2007 for SNAP.
- 15.6 The Contractor will supply scanned images of both the writing and numeracy tasks to the Contractor responsible for the marking operation (ACER). The Data Capture Contractor is to detail risk management processes to ensure test booklets are available for marking in the event that electronic marking cannot proceed. The specifications for how the writing scripts and the numeracy extended task images are to be supplied for the marking software to access and enable the scripts to be marked is supplied at Attachment 2.

16. Data Capture and Management

- 16.1 All software, data and images specifically developed by the Contractor for this project will be owned by the DET. All source codes for such software are to be made available on request.

17. Data Capture and Management

- 17.1 “No response” or “multiple response” requires mandatory editing

- 17.2 Where there are questions that require the student to complete drawings or graphs or write symbols they become a mandatory edit when the student's response is not read as correct. (NOTE: approximately 20% of the questions are of this type.)
- 17.3 The Contractor will need to make personnel available to work with DET staff throughout the software testing by DET, to ensure the software meets DET specifications.
- 17.4 DET requires schools to be batched as entities. Separate files will be created for each school. The files will contain only the students from the school.
- 17.5 The Contractor shall capture raw data for each student's answer to each question on the assessments in a specified format (suitable for subsequent analysis and preparation of required reports).
- 17.6 The Contractor shall capture raw data on each student on the front page on the Test Books this includes:
- (a) Student name
 - (b) School name
 - (c) School Code
 - (d) Region Code
 - (e) Year
 - (f) Gender
 - (g) Aboriginality
 - (h) LBOTE
 - (i) Partial Absences
 - (j) Special Provisions
- 17.7 IMPORTANT - DET requires that all editing staff have access to the actual test book sheets at the time of editing.
- 17.8 The Contractor should specify the process for data capture. Students with missing data from the name, date of birth, Aboriginality, school code and gender sections must be identified to DET staff.
- 17.9 The Contractor shall provide procedures for ensuring that any machine or computer-based processes used to record students' responses are accurate.
- 17.10 The characteristics of the Test Book pages to be scanned are as per the samples provided and as indicated in the specifications for printing.
- 17.11 The pages to be scanned will be received in the form of saddle stitched Test Books, 20 pages for ELLA and 24 pages for SNAP printed 2-sides. Information from 44 pages needs to be collected.

- 17.12 The Test Book pages may be A4 or slightly above standard A4 size in both dimensions.
- 17.13 The Contractor will be required to check Test Books for physical damage and repair if necessary.
- 17.14 The Contractor is required to prepare the test books for scanning i.e.: guillotine off the spine of each Test Book or removal of staples.
- 17.15 If the Contractor requires scannable batch headers, the design of these will be in consultation with DET.
- 17.16 The Contractor will be required to place batch headers and the pages in batches in such a way as to ensure that all the pages for a student remain together and that the “whole Test Book” of each student can quickly be found for subsequent editing and checking of the scanner output against the scanned data file - Test books to be made available to DET at all times.
- 17.17 After scanning preparation all Test Books for a school must be stored and managed as an entity.
- 17.18 The electronic student records from each school must be easily retrievable throughout processing and must allow for easy updating and revision.
- 17.19 The scanning equipment will be required to recognise a range of answers indicated by marks on the sheet, including drawn paths, symbols and shading on diagrams of various kinds made by the students and a few simple handwritten answers (eg. numbers and single words). The majority of answers will be the multiple choice bubble type. The Contractor will be required to undertake the necessary programming of the scanner in all cases. DET will advise the Contractor on non multiple-choice answering procedures.

18. Editing

- 18.1 The Contractor is responsible for engaging sufficient editing staff whose tasks include front page editing, editing mandatory questions and questions resulting in data capture errors.
- 18.2 To achieve the final correct recording of each response, editing will be done under instructions from DET officers and with access to each student's assessment paper sheets. Editing of the first page is required in the following fields:
 - (a) First name and Family name (discrepancies must be flagged with DET staff immediately) **Mandatory**
 - (b) School name
 - (c) School Code **Mandatory**
 - (d) Region Code **Mandatory**
 - (e) Gender **Mandatory**
 - (f) Aboriginal or Torres Strait Islander

- (g) LBOTE
- (h) Partial absentee
- (i) Special Provisions

19. Processing and Validation

- 19.1 Any student response, which does not conform, to the scanning and editing specifications will be referred to DET officers for adjudication.
- 19.2 The Contractor will be required to record all instances of anomalous student responses or possible scanning or editing errors so that DET staff can check and if necessary, recommend amendments to the file.
- 19.3 The Contractor will ensure that all region and school codes entered as part of the file name by the scanner operator are valid and unique within the data files. DET will provide a file of all valid school and region codes when required by the Contractor.
- 19.4 The Contractor will maintain a database of Test Books received daily at the processing centre. The Contractor will develop procedures for monitoring and reporting of the numbers of Test Books scanned with the numbers in the database to DET.
- 19.5 The database must include numbers of Test Books received for each school and all relevant information from the Log Sheets. DET will assist by obtaining details from schools by phone where Tally Sheets or Log Sheets are missing or seem inaccurate. All queries must be resolved daily.
- 19.6 The Contractor and DET will together conduct checks of random samples of Test Books to verify that the edited files are correctly recording students' answers. These checks will be conducted intensively during the first three (3) days of scanning and with a minimum 6% sample and at least one (1) book in each batch thereafter. The Contractor will also re-scan and re-edit all Test Books the accuracy of who's scanning and/or editing has been put in doubt by the checks.
- 19.7 Student responses in the edited school files will be checked by DET for correctness of position and validity within the various test sections. All discrepancies must be resolved. Actions taken to resolve discrepancies must be documented verified and supplied to DET's QA officer within 24 hours of action.
- 19.8 DET will establish its on-site operation on the commencement of the scanning and editing of student responses.
- 19.9 All students should be scanned to a school file containing only students who sat for the test at that school. Editing software will convert each raw data file into a companion edited data file. DET requires the edited student record files. In edited files, students' answers will be shown as single numeric characters (0-9).
- 19.10 DET requires that separate files be established for each school.
- 19.11 The file naming convention for scanned, edited files is 535_1203.07G where:
535 is the Region code

1203 is the school code

07G is the Year 7 Government school data file extension

G = NSW Government

C = NSW Catholic Education Schools

N = NSW Independent Schools

- (a) DET will require records for each student as a single line (about 300 ASCII characters) with fields, which will contain both categorical information and codes indicating the student's response to each question.
- (b) Categorical fields will include the student's name, school, partial absence code, age, gender, language background, race background and special provisions. Categorical field information from both the Test Books and Log Sheets will need to be reported separately.

A record layout for ELLA will be provided to the Contractor by 1 February and 2 April for SNAP 2007.

- (c) Identification of marker for each of the extended response tasks is also to be shown in each student's file.

- 19.12 The Contractor will be responsible for providing mutually agreed on access privileges for DET staff to the Contractor's network.

20. DET Requirements for Equating and Calibration

- 20.1 The Contractor shall make it possible for DET to conduct various research projects by expediting the processing of schools nominated by DET officers and making provision for DET officers to draw off representative samples of data at times of DET's choosing. Specifically, DET will require:
- (a) about 50 designated schools (equating study schools) to be processed completely by 23rd March 2007 for ELLA and by 23 May 2007 SNAP.
 - (b) to draw a representative sample of 50% of the total of Year 7 Government School data by the 4 April 2007 and 6 June 2007 for SNAP.
 - (c) further data to be available daily from this date.
 - (d) full and daily access (via a secure VPN connection) for all completed data.
 - (e) The Contractor shall scan and record Non-Government results separately from NSW Government schools results.
- 20.2 The final data will be handed over to DET on disk and in a form to be designated by DET. The test books will remain available for use and easy access until the end of school term three 2007.

21. Tracking

- 21.1 The Contractor will develop procedures for reconciling absolutely the numbers of Test Books received with the number scanned. Further, the numbers of Test

Books received from each school must match the recorded Log Sheet and Tally Sheet numbers for that school and a record must exist for each student scanned in the student database.

- 21.2 The number of Test Books received and the number of Test Books scanned must match on the Contractor's database. The Contractor must have a system to view how many valid Test Books are completed at handline, how many Test Books have been marked how many Test Books have been scanned and how many student records by school are in the Contractor's database.
- 21.3 The Contractor shall adopt procedures to validate all data captured and edited. This means the number of Test Books must match between processes.
- 21.4 The Contractor must establish database management procedures that can track Test Books into and out of the system.

22. Auditing

- 22.1 DET will require for auditing purposes access at all times to areas within the Contractor's premises where data capture and data editing will take place.
- 22.2 Auditing routines must in all cases identify if there are any inconsistencies between scanned data files, edited data files and test session log sheet information, and resolve them absolutely.
- 22.3 An Audit trail of checks conducted as per 19.6 is to be available on request by DET officers.
- 22.4 If auditing by DET officers reveals that scanning and editing specifications provided by DET are not being met, after processing has commenced, DET may require changes to the scanning and editing software without cost or penalty. The Contractor will re-brief editing staff of the required changes, if DET considers the change to be necessary at no cost for DET.

23. Security

- 23.1 Security of the premises is the responsibility of the Contractor during the project. All material connected with the project must be contained in a totally secure environment and the Contractor must ensure total probity of all staff working on the project in the Contractor's employment. DET will undertake random security audits during the duration of the project.
- 23.2 The Test Books sheets will be stored at a place provided by the Contractor and scanning to produce data files will occur at this site. The Contractor will take responsibility for the Test Books through receiving, unpacking, marking, guillotining, scanning, editing and storing the school bundles of Test Books in numbered and recorded boxes for easy access. DET will authorise the destruction of the Test Books by the Contractor either at the end of Term 3, 2007 for ELLA and the end of Term 4 2007 for SNAP or when the approved data bases in final form is handed over to DET, whichever is the later date.

24. Optional Requirement for Data Capture Component

24.1 The Contractor may be required by DET to undertake the following tasks at DET's discretion.

24.2 Tenderers will need to submit a price for this optional activity in their response at Part C.

(a) Scanning and Editing Equating Study (Previous Years)

The Contractor is required to scan and edit a previous test (Year to be determined) for the use of equating. There will be approximately 4000 Yr 7 equating books to be scanned and edited. The scanning and editing of these equating books is to be performed in advance of the balance of scanning and editing.

(b) Imaging and Archiving Test Books

- Students completed ELLA and SNAP test books are to be scanned and stored in an agreed manner for later reference:
- Agreed fields to be used for indexing to enable retrieval of particular student test information.
- Students completed ELLA and SNAP test books are to be scanned and stored on CD for later reference. The pages to be scanned are as follows:

Page 1, which includes:

- Student Name
- School Name
- School Code
- Region Code
- Year 7 or Year 8
- Gender
- ATSI
- LBOTE

All of these fields to be used for indexing to enable retrieval of particular student test information.

Pages 2 & 3, which include the student's response to Task One.

Pages 4 & 5, which include the student's response to Task Two.

(c) To be supplied on CD/DVD at the completion of the project.

25. Preparation of Reports

25.1 School Report Package Content

- (a) The school report package will include:
- Copies of the set of "Curriculum Links" with ELLA. This is a generic item supplied by DET (see Appendix I). Number of copies per school is as per a formula supplied on spreadsheet.
 - Copies of the set of "Curriculum Links" with SNAP. This is a generic item supplied by DET (see Appendix I). Number of copies per school is as per a formula supplied on spreadsheet.
 - Two (2) copies of "ELLA Writing Marking Procedures Manual", provided by DET. This is a generic item (see Appendix J).
 - Two (2) copies of "SNAP Marking Procedures Manual", provided by DET. This is a generic item (see Appendix J).
 - A Report to Parents for each student: A sample copy of the proposed report is provided (similar to Appendix G);

This report is to be folded to DL size prior to being placed in a window faced envelope together with the generic bench mark letter (Appendix H).
 - Table Reports (see Appendix I).
 - Individual Student Report for each student (Appendix F).

25.2 **Printed Tables with Individual Student & Parent Reports**

- (a) Software needs to be provided by the Contractor to produce table 1, table 2, table 3, table 4, table 5, table 6 and the school summary (see Appendix I) on a sample of reasonable size (eg. 5000 students) before processing is completed to allow early checking of data for these reports.
- (b) To assist with the testing of student reports, the Contractor is required to produce student comments outputs based on a student comment test database to be supplied by DET.
- (c) Software needs to be written for the Individual Student Reports (ISR)s and Report to Parents (RTP)s to enable comments to be printed according to the logic provided. List of comments logic for student comments on ISRs and RTPs will be supplied by DET. An agreed sample of ISRs and RTPs needs to be generated from the 5,000 sample (as above) before processing to allow early checking of data for these reports.

25.3 **Preparation of Reports**

- (a) There will be four main report types:
- Reports of the performance of each student tested;
 - Reports that summarise school performance in a variety of ways;
 - Reports that summarise performance of each Region with comparisons to the performance of the larger state group for NSW;

- Reports that summarise the performance of the large State group;
- (b) The reporting structure used for the 2006 test is sufficient as a basis for this offer. The Tenderer may provide alternative reporting structures with an indication of the costs of the alternatives if they wish.
- (c) The confidential reports for both schools and individuals will feature:
- some prose on the individual student report personalised at least to the extent that the appropriate name and pronoun will be used. This will require the merging of the student's first name and three forms of the male and female personal pronouns with otherwise common prose.
 - individual summary comments for each student about their responses to the questions on the test with specifications similar to the samples provided.
- (d) For a sample of the report - see Appendix F.
- (e) The following descriptions are based on the existing report preparation procedures. DET will accept different procedures, but must be satisfied that all reporting requirements are met.
- The Contractor will need to make provision in the student data base design and structure to allow DET, if necessary, to notify or add fields without cost or penalty to DET.
 - DET will provide a number of files containing values derived from the equating and calibration studies performed by DET during processing. These values are critical for determining the performance of every student and school and are necessary for the Contractor to complete the reporting phase.
 - DET will provide specifications (business rules) for the student specific comments to be placed on each Individual Student Report. These specifications contain values and comments specific to the current tests.
 - The Contractor will be required to add performance summarising fields to the Contractor's database of student records by computing new variables according to rules to be provided by DET.
 - As an example, the Contractor will score each student's response to each question - that is, assign a value of 1 to correct answers and 0 to incorrect answers using a reference file of correct answers - and construct total scores for specified sections of each test (eg. the reading, language and writing sections of the literacy test; the spelling and grammar questions on the Language test etc). Further, these resulting totals will be converted to scale scores using formulas and/or reference files to be established by the Contractor in cooperation with DET.
 - The Contractor must also add to the database of student records, a partial absence variable for each part of the literacy and numeracy

tests. The variable will be derived from the information recorded by each school on the log sheet – ie. where the school records the name of any student who did not sit for one complete section of a Test Book and matched with information recorded on the front of each student test book. The variable will be used to determine which student specific comments are made on the Individual Student Report, whether a student has a score for any part of a test and which students should be aggregated to produce any of the school, Region and state reports.

- Certain more demanding procedures will also need to be designed for performing analysis within response sets at the level of both the individual student and the school as a group and are detailed in the School Report Package.

25.4 The School Report Package

(a) The school report package will include:

- **A summary** of various aspects of school results including a comparative statement that evaluates the differences in school performance between each component of the Test, the highlighting of test questions which show higher or lower achievement, with questions grouped in curriculum specific ways and the highlighting of students with specified characteristics (see appendix D).
- **Table One** - listing the names of all students in the school and their scale scores on each test component (see appendix D).
- **Table Two** - listing the names of each student and showing their response to each test question. The test questions should be shown in order of difficulty. Summarising information for each question (difficulty measures) will also be shown (see appendix D).
- **Table Three** - An analysis of each test question showing the proportion of the state as a whole and the school, choosing each answer. Each table will also need to show flags drawing the attention of the school to questions on which its performance was atypical; for example, those on which the proportion of the school getting the correct answer was above or below the proportion of the state or other comparison group by more than an amount to be specified by DET or those on which an unusually high proportion of the school chose a particular wrong answer. This table will list a brief description of each question (see Appendix D).
- **Table Four** - showing the mean scale score and standard deviation for three (3) groups of schools across the state and for the school in question on each of three (3) components of the test and the total test; plus the same information disaggregated by at least six (6) categorical variables such as gender, race, English speaking background. This information will be used to further disaggregate for reporting purposes. Some disaggregating variables will need to be calculated on criteria provided by DET and to be included in the data base of student records (see Appendix D).

- **Table Five** - showing the proportion of the state and the school falling in each of a number of achievement bands. The bands will be defined by cut off scores to be provided by DET after the completion of marking (see Appendix D).
- **Table Six** - For Year 8 students only. The Contractor will prepare a report to the school indicating aspects of the students' achievements compared with their performance on the previous test in 2006. DET will supply to the Contractor the required matched data from the 2006 ELLA/SNAP projects to enable preparation of Table Six (see Appendix D).

Note: All of the above items in the School Report Package are to be placed in each school folder (similar to Appendix E).

- **An Individual Student Report**

A sample copy of the Individual Student Report is provided in Appendix F.

This report features:

1. A personalised prose statement;
2. An indication of the student's performance overall in literacy/Numeracy;
3. Comment on unusual features of the student's performance, such as a tendency to get certain questions wrong and other types right as well as the number of questions attempted and correct in each section tested;
4. A listing of every question in order of difficulty grouped into test components with a brief description of skills tested and arranged to show which questions were correct and which were not, with a symbol showing the wrong answer given;

For points 1 and 3 above, the business rules and text will be provided by DET during processing. The Contractor will provide the means of receiving this information from computer files provided by DET.

Values and specifications for producing 2 and 4 will be provided by DET during processing.

This is an A3 size report.

- **Report to Parents**

A sample copy of the proposed report is provided (see Appendix G).

This report, which is to be identical in format to the first page of the Individual Student Report, features:

- a personalised prose statement;

- an indication of the student's performance overall in literacy/numeracy;
- comment on unusual features of the student's performance, such as a tendency to get certain questions wrong and other types right as well as the number of questions attempted and correct in each section tested;
- An explanation of the project on the reverse of the report.

This is an A4 size report

NOTE: Attention is drawn to the similarity of the design of the reports referred to as Appendices F and G - especially to the use of "base shells" which will require pre-printing in a PMS colour ink and overprinting of these shells, utilising high-speed laser printers.

- **Report for each Region and Diocese (Not for Distribution)**

The report for each region and diocese will include:

- the mean score and standard deviation of each school in the Region on the literacy aspects tested;
- the mean score and standard deviation of the Region;
- the mean score and standard deviation state representative group mean;
- a report on the levels of achievement percentages for each school and for the Region;
- copies of each school's (in the Region) means report and levels of performance report including means for subgroups (Tables 1 and 3).

25.5 Local High School Report Package

- (a) 50 Copies are required of a Local High School Report is required. This is a generic report using a school chosen by DET and includes tables 1 to 6 plus 10 Individual Student Reports and 10 Report to Parents. The Local High School is used for the checking of reports during the programming stage.
- (b) DET need sufficient time (24 hours) to view and validate each of the final reports prior to printing. The Contractor must include this time in their schedule in consultation with DET.
- (c) All reports are to be clearly identified and delivered to the packing and distribution centre.
- (d) School report reprints must be processed within one (1) week upon receipt of the request from DET.

25.6 **Distribution of School Report Packages**

- (a) It is mandatory that the ELLA School Report Packages be ready for dispatch from 8 May 2007 and 17 July 2007 for SNAP. The Contractor is to hold the release of the School Report Packages until such time as DET instructs.
- (b) During distribution of all test and reporting material the Contractor will be expected to generate daily documentation that will clearly identify schools despatched.
- (c) It will be the responsibility of the Contractor to ensure that the school principals at all schools receive the report packages direct and within not more than seven days of each other. Geographically remote schools will require particular attention.
- (d) A database containing school addresses etc will be supplied, in the form of an excel spreadsheet.
- (e) The Contractor is to provide the DET with a guaranteed time schedule for distribution. Whilst distribution is in progress, the Contractor will be required to provide a progressive dispatch report on a DAILY BASIS and provide proof of delivery, if requested to track down missing packages.
- (f) DET reserves the right to charge the Contractor with any expenses incurred by it as a result of distribution or compilation errors on the part of the Contractor.
- (g) In addition to the distribution of report packages to schools the Contractor will be required to send an e-mail to each school at the time of dispatch, informing them that the report packages have been dispatched.
- (h) The Contractor will accept any costs for reprinting and dispatching of incorrect reports.
- (i) Costs for reprinting due to incorrect spelling, corrupted data, missing reports and tables and lost packages must be borne by the Contractor.
- (j) Requests for reprints must be accepted up to the end of term 2 and any requests made must be printed and dispatched within five (5) working days of the request.

25.7 **Report Concerns Database**

- (a) The Contractor is responsible for developing a Report Concerns Database and providing on-line access to the database by DET.
- (b) DET will be responsible for data entry into the database of all report concerns.
- (c) The Contractor will be responsible for the follow-up and handling of all report concerns.
- (d) The database must allow DET to check the actions taken by the Contractor and the current status of all concerns raised.

25.8 **Final DataSet**

The ELLA final dataset incorporating resolution of report concerns is required on CD by Friday 27th July 2007 and 27 September 2007 for SNAP, plus a spreadsheet of participating schools and student numbers.

25.9 **Security**

The ELLA and SNAP test materials and reports are confidential items demanding high security. Security of the premises is the responsibility of the Contractor during the project. All material connected with the project must be contained in a totally secure environment and the Contractor must ensure total probity of all staff working on the project in the Contractor's employment. The DET will undertake random security audits during the duration of the project.

PART 3: SPECIFICATION FOR THE DISTRIBUTION SERVICES COMPONENT

26. Preamble to the Distribution Component

- 26.1 This section covers the packaging and distribution of the test materials, which must arrive in schools no earlier than Monday 12th February 2007 and no later than Friday 23th February 2007 for ELLA. For SNAP no earlier than Monday 1st May 2007 and no later than Friday 4th May 2007 for SNAP.

27. General Requirements for Packaging and Distribution

- 27.1 It is a critical and fundamental requirement that the Contractor meet all of the performance and delivery dates shown in the specification.
- 27.2 The Contractor is responsible for the supply of supplementary items such as teacher handbooks. These items for ELLA must be ready to be distributed by Friday 12th January 2007 and by 6 February 2007 for SNAP.
- 27.3 In the event that the Printing sub Contractor and the Distribution Contractor are operating from different locations the test and supplementary material will be delivered to the Distribution Contractor palletised and shrink wrapped.
- 27.4 Upon receipt of the test books the Contractor is to scan the barcode on each test book which is then used for the purpose of tracking test books to each school and tracking their return to the receiving centre.
- 27.5 The Contractor will be required to produce Address Labels with a traceable barcode with return address labels also with a traceable barcode, a fax header sheet that a school will fax to the receiving centre when they have posted their completed test books which indicates which bar-coded labels were used.
- 27.6 The Contractor will be required to produce a personalised letter to each school to be included in each test pack and a packing slip that indicates the amount of test materials being sent to each school. The schools may also use this packing slip to indicate additional test materials required and this will be faxed back to the distribution centre for a make-up of quantities.
- 27.7 The DET will supply distribution list in an excel spreadsheet.
- 27.8 The Contractor is to guarantee receipted delivery to approximately 472 selected NSW schools (including some in remote locations) and approximately 273 non-government schools in NSW and up to 3 International schools by 23th February 2007 and submit an action plan working back from the above date outlining their required time to achieve this schedule.
- 27.9 The Contractor will dispatch directly to schools, all materials required by students to participate in the project and all materials needed by teachers to administer the program.
- 27.10 The Contractor will pack and supply to each school test materials and administration information to enable the satisfactory administration of the tests. The distribution quantity will be as per a detailed distribution list, which will be provided in the form of an excel spreadsheet.

- 27.11 Any miscounts of material, packing errors or delivery errors caused by the Contractor will have to be rectified by the Contractor at the Contractor's expense.

28. Project Timeline for the Distribution Component

- 28.1 The Contractor is required to comply with the following timeline for ELLA:

Database of schools, items and quantities to be supplied by DET	8-Dec-06
Start distribution to schools	12-Feb-07
Final date for materials to arrive in schools	23-Feb-07

- 28.2 The Contractor is required to comply with the following timeline for SNAP:

Database of schools, items and quantities to be supplied by DET	1 Mar-07
Start distribution to schools	20 Apr-07
Final date for materials to arrive in schools	4-May-07

29. Specification for the Quantity of Test material to be Distributed

- 29.1 The quantities contained in the ELLA/SNAP project are:

Item Number	Details	Quantity	Supplied by
Item 1	ELLA Test Books (20 pages) and SNAP Test Books (24 pages) Year 7	115,000	Contractor
	ELLA (20 pages) and SNAP Test Books (20 pages) Year 8	90,000	Contractor
Item 2	ELLA Stimulus Magazines (16 pages)	197,000	Contractor
	SNAP Stimulus Magazines (12 pages)	197,000	Contractor
Item 3	Plastic Instrument Sheets (SNAP only)	197,000	DET
Item 4	Pencils with erasers	394,000	Contractor
Item 5	Teacher Handbook (ELLA and SNAP), A4 – (30 pages)	7,000	Contractor
Item 6	Tally Sheets (Generic Y7 & Y8) A4 – (single sheet) (ELLA and SNAP)	7,000	Contractor
Item 7	Testing Session Log Sheets A4 – (single sheet) (Generic Y7 & Y8) (ELLA and SNAP)	14,000	Contractor
Item 8	Fax Header Sheet A4 – (single sheet)	1,000	Contractor
Item 9	Information for Principals Letter A4 – (single sheet)	1000	Contractor
Item 10	Return Address Labels	3000	Contractor
Item 11	Registered Post Prepaid Labels (If this is the Contractors chosen method)	3000	Contractor
Item 12	Identification Labels each of three kinds		Contractor
	1: Materials keep secure	4,000	Contractor
	2: Year 7 Test ELLA	10,000	Contractor
	3: Year 8 Test ELLA	10,000	Contractor
	4: Year 7 Test SNAP	10,000	Contractor
	5: Year 8 Test SNAP	10,000	Contractor
Item 13	Personalised packing slip	1500	Contractor

Item Number	Details	Quantity	Supplied by
Item 14	Teacher Check list	3000	Contractor

29.2 DET will supply the distribution order list.

30. Items to be Supplied by the Contractor

30.1 The Contractor is to supply and deliver with the test materials the following items:

(a) **2B Pencils with Erasers**

The pencils should be a standard (long) length approximately 190mm. They are to be unpainted and have an eraser attached to the end. The pencils are to be sharpened and ready for use. The Contractor must meet any standard that is set by the scanning Contractor.

Quantity: 394,000

(b) **Fax Header Sheet**

These are to be printed one side in black and one PMS ink on the same paper as the test books. The size is 297 x 210mm A4. The Contractor is responsible for the preparation of artwork and proofs for the fax header sheet.

Quantity: 1,000

(c) **Teacher Check List**

The Contractor must supply a checklist to each teacher administering the test to be used when administering the test.

Quantity: 3,000

31. Specification for Packaging of Test Materials

31.1 The Contractor will be required to pick and pack (under security), Test Books, Stimulus Magazines, Plastic Instrument Sheets and pencils as instructed by DET. All Test Books (Item 1) are accountable documents and records must be produced to account for each Test Book to DET ie. Itemising accountable numbers by parcel by school.

31.2 An example of the packing arrangement for inner and outer cartons is shown in Attachment 1.

31.3 Schools are to receive Test Books numbered in progressive sequence; missing numbers are to be identified.

31.4 Items 1, 2 and 3 must be packaged into one parcel per cohort, - each parcel must be security-sealed (taped) and clearly labelled with accountable number sequence listing and identification label (Item 12).

31.5 Item 4 Pencils are to be packed separately.

31.6 Items 5 to 9 are to be enclosed together in a separate envelope/parcel per cohort and labelled with an identification label (Item 12).

- 31.7 Items 10 & 11, "Return Items" are to be placed in a separate envelope and printed "Return Items".
- 31.8 Item 13 is to be placed on top of the packages as listed above.
- 31.9 Weight of cartons not to exceed 16kgs. All cartons must rigid enough to stacked at least 4 high without collapsing and recorded as per above instructions. The Contractor to supply packaging material.
- 31.10 The Contractor is not to use labels that indicate its organisation. No Company logos or identification are to be visible.
- 31.11 All goods delivered will be packaged in cartons or wrappings which:
- a) must suitably protect the goods from damage so as to ensure receipt in good order and condition
 - b) clearly identify the contents of each package by means of the self-adhesive labels provided by the Contractor.
- 31.12 Left over quantities of Test Books and Pencils are to be returned to DET. The Contractor must pack excess Test Books in cartons of 200 with accountable numbers clearly marked on the outside. Test Books will be flagged in lots of 200 - any missing number will be listed on an enclosed document within that carton as well as written on the outside of the carton.
- 31.13 Left over quantities of Stimulus Magazines / Teachers Handbooks etc are to be returned to DET. The Contractor must pack excess Stimulus Magazines in cartons with quantities clearly marked on the outside.
- 31.14 An example of how the School Distribution Pack is to be packed is shown in Attachment 1 (Distribution of ELLA SNAP Materials 2006 – School Distribution Pack).

32. Specification for Distribution of Test Materials

- 32.1 It will be the Contractor's responsibility to choose any sub-contractors for the distribution of all material and the supervision of the performance of such sub-contractors.
- 32.2 The Contractor is to provide DET with a guaranteed time schedule for distribution. Whilst distribution is in progress, the Contractor will be required to provide a progressive dispatch report on a DAILY BASIS and provide proof of delivery, if requested, to track down missing packages. All distribution must be completed by Friday 23rd February 2007 (MANDATORY) for ELLA and 4 May (MANDATORY) for SNAP. All materials are to be signed for and each packaged dispatched is to be traceable via the internet.

33. Region and Diocese Distribution

- 33.1 The Contractor will distribute to 88 DET offices throughout the state of NSW the following material.
- (a) 5 Year 7 and Year 8 Test Books x 2 (Appendix A and B)
 - (b) 10 Stimulus Magazines x 2 (Appendix A & B)

- (c) 10 Plastic Instrument Sheets (SNAP only)
 - (d) 1 Administrative Procedures Manual (Appendix ?)
 - (e) 1 Marking Manual
 - (f) 1 Curriculum Links
 - (g) 1 Teachers Handbook (Appendix C)
 - (h) 1 letter to directors
- 33.2 A distribution list will be supplied on disk or by email. All the items to be placed in an envelope (supplied by Contractor) and receipted delivered.
- 33.3 Separate from the above there is to be one delivery to the Catholic Liaison Officers of:
- (a) 30 Year 7 and Year 8 Test Books x 2 (Appendix A and B)
 - (b) 30 Stimulus Magazines x 2 (Appendix A & B)
 - (c) 30 Administrative Procedures Manual
 - (d) 30 Plastic Instrument Sheets (SNAP only)
 - (e) 5 Teachers Handbook (Appendix C)
 - (f) 11 Curriculum Links
 - (g) 450 Marking Procedures Manuals
- 33.4 Delivery of material must be handled securely.

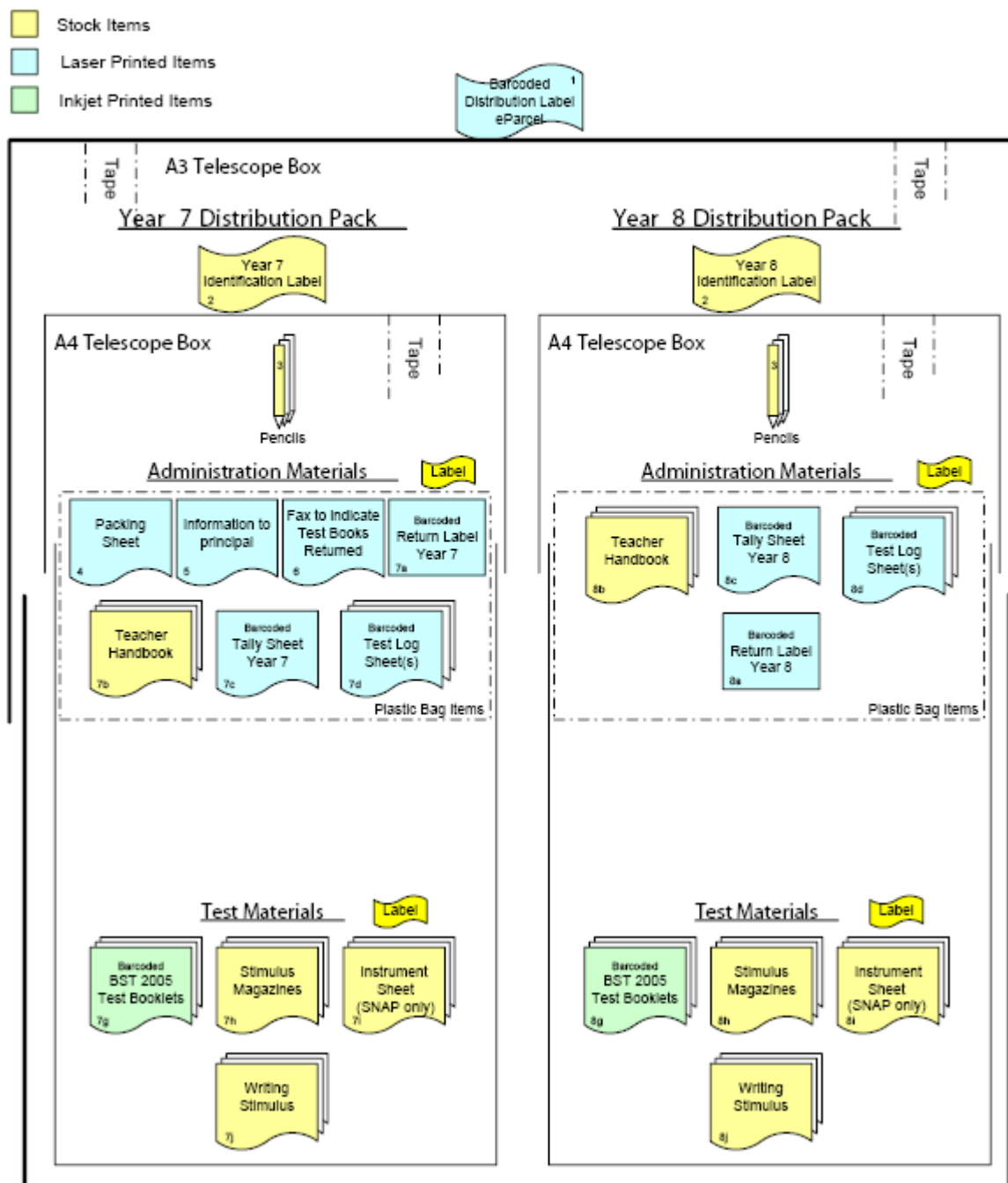
Attachment 1

An example of the packing arrangement for inner and outer cartons (refer clause 30)

EXAMPLE ONLY

Distribution of **ELLA/SNAP** Materials 2005

School Distribution Pack



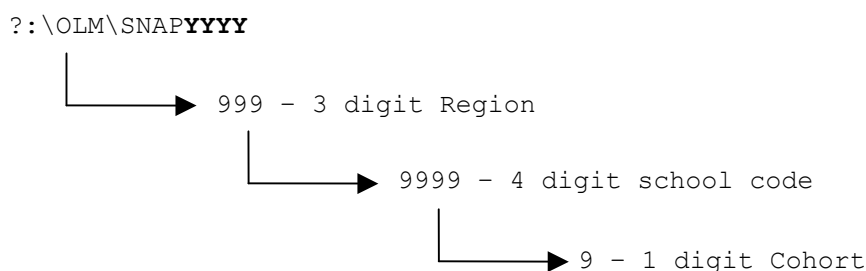
Attachment 2

Specifications for the transfer of images to the Marking Centre for the Marking Software to access

SNAP Directory Structure

All scanned images for Extended Response Tasks 1 and 2 for SNAP are to be supplied under the following directory structure:

Base Directory = ?:\OLM\SNAPYYYY

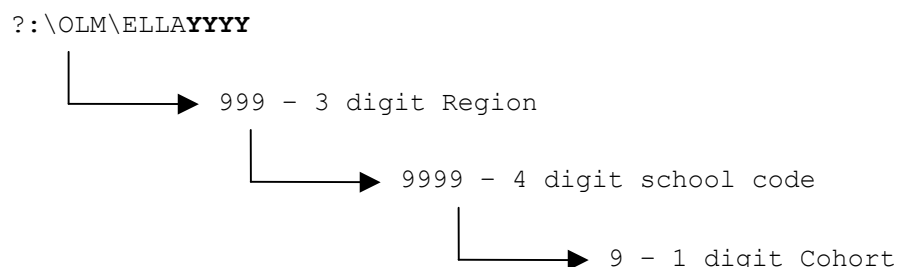


The Scanning Contractor will need to identify these cohorts as 8 and have an alternate method for identification of marked output from the Online Marking application (i.e. Understanding the unique barcode ID for students of cohort 9 and 10)

ELLA Directory Structure

All scanned images for Extended Response Tasks 1 and 2 for ELLA are to be supplied under the following directory structure:

Base Directory = ?:\OLM\ELLAYYYY



The Scanning Contractor will need to identify these cohorts as 8 and have an alternate method for identification of marked output from the Online Marking application (i.e. Understanding the unique barcode ID for students of cohort 9 and 10)

File Name Convention – SNAP Images

The scanned Extended Response images from SNAP are named as follows:

SBBBBBBBTT1_99.tif
SBBBBBBBTT2_99.tif

Where

S = SNAP Indicator (Fixed Character)
BBBBBBBB = Barcode number (Must be **unique** to both SNAP and ELLA)
T1 = SNAP Extended Response Task 1
T2 = SNAP Extended Response Task 2
99 = Page Number (Fixed value of 99 as Multi-Page TIFF identifier)

File Name Convention – ELLA Images

The scanned Extended Response images from ELLA are named as follows:

EBBBBBBBBT1_99.tif
EBBBBBBBBT2_99.tif

Where

E = ELLA 2006 Indicator (Fixed Character)
BBBBBBBB = Barcode number (Must be **unique** to both SNAP and ELLA)
T1 = ELLA Extended Response Task 1
T2 = ELLA Extended Response Task 2
99 = Page Number (Fixed value of 99 as Multi-Page TIFF identifier)

Barcode ID – Image Overlay

The unique student barcode Identifier is required to be applied to every page of the Extended Response Task images for both SNAP and ELLA assessments. The Barcode ID must be large enough (point size of font utilised) and represents enough contrast between the background and the placement of the barcode ID within the image to be deemed readable. Recommended placement of the **Barcode ID** is Top, Centre of each image in 18pt Arial font.

Reconcile Directory Structure

All Reconcile Reports are to be produced and placed into the following directory structure:

Base Directory = ?:\OLM\SNAP\YYYY for ALL SNAP Reconciles Generated

Base Directory = ?:\OLM\ELLA\YYYY for ALL ELLA Reconciles Generated

Reconcile Naming Conventions

All Reconcile Reports are to have following naming convention:

SNAP Reconciles

SNAP_REC_yyyymmddHHMMSS_NNN_XXX.rec

ELLA Reconciles

ELLA_REC_yyyymmddHHMMSS_NNN_XXX.rec

NNN = Total number of Index files transferred for either **SNAP** or **ELLA** in FTP transaction
XXX = Total number of Images for either SNAP or ELLA in FTP transaction
yyyy = Year
mm = Month
dd = Day
HH = 24 Hour representation
MM = Minute
SS = Second

Reconcile Layout

The SNAP and ELLA reconciles are to be generated with every FTP transaction as per the specified layout below:

<<Assessment Name>> <<YYYY>> – Online Marking – Transaction Reconcile

Date: **<<Date of Reconcile Creation>>**

Time: <<Time of Reconciliation>>

Test Booklet Records

Total Number of Student Test Booklets:<<Total Number of Student Test Booklet Records>>

Number of Equating Test Booklets:<<Number of Equating Test Booklets>>

Number of GOV Test Booklets: <<Number of GOV Test Booklets>>

Number of CATH Test Booklets: <<Number of CATH Test Booklets>>

Number of INDEP Test Booklets: <<Number of INDEP Test Booklets>>

Test Booklet Images

Total Number of Images: <<Total Number of Images>>

Total Number of Task 1 Images: <<Total Number of Task 1 Images>>

Total Number of Task 2 Images: <<Total Number of Task 2 Images>>

INDEX Data Information

Total Number of INDEX Files: <<Total Number of INDEX files>>

Total Number of INDEX Records: <<Total Number of INDEX records>>

INDEX Filenames Transferred

<<BBBBBB_XX_INX.TXT>>

<<BBBBBB_XX_INX.TXT>>

<<BBBBBB_XX_INX.TXT>>

Scanning Output Data

Output Data Format

All output information files must be ASCII text with the file extension "TXT". All numeric fields must be whole numbers with no decimal points.

Image Format

All output image files must be TIFF (Group 4) files with the file extension "tif". Each image file will contain a multi-page TIFF image consisting of page 1 and 2 of the Extended Response Task (applicable for all Assessments).

Black and white images must be free from extraneous marks and hold the correct brightness/contrast setting's to correctly represent the students written response.

Batch Index File

A Batch Index file will be created and validated by the Scanning Contractor once a scanned batch is completed. The Batch INDEX file is then queued for delivery to Marking contractor with the applicable Extended Response Task images. The Batch Index file will contain a record for each page scanned in the batch.

The file will be a pipe delimited text file.

FIELD	Description	Type	Size
Scan Batch Number	Scanning Batch Number (Zero Filled) the SCANNING CONTRACTOR Supplied ~ Number is Unique	CHAR	6
Region Number	The Region Code	CHAR	3
School Number	The School Number	CHAR	4
Cohort	School Year	CHAR	1
Student Barcode	Student ID (Barcode) ~ Number is Unique	CHAR	8
Book Number	Book Number (Number stamped on Page by Offset Printer)	CHAR	6
Priority	Value "0", "2", "4", "6", "9"	CHAR	1
Page Number	Test Book Page Number	CHAR	2
TIFF File Name	TIFF File Name	CHAR	15

Naming Conventions – INDEX File

The Batch Index File will be named as follows:

BBBBBB_XX_INX.TXT

Where

BBBBBB is the Scanning Contractors unique scanning batch number

XX is a count of the number of images referenced by the index file. (XX is 1, 2 or 3 digits – no zero padding).

Test Booklet Priority – INDEX File

DET apply priority processing to particular school sectors, the following priority values are to be updated in the INDEX file prior to transferring to Marking Contractor

- Priority (0)** - EQUATING Schools
- Priority (2)** - GOVERNMENT Schools
- Priority (4)** - CATHOLIC Schools
- Priority (6)** - INDEPENDENT Schools
- Priority (9)** - SELF MARKING Schools