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NSW Procurement is a Business Unit of the NSW Department of Commerce

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

PART A – THE REQUIREMENT AND CONDITIONS OF TENDER

Contract No 0701774

**Printing, Data Capture, Distribution Services and Marking
Centre Components of the National Assessment Program -
Literacy and Numeracy 2008
for the NSW Department of Education & Training**

Tender Issue Date: Monday, 15 October 2007

Closing Date: Tuesday, 6 November 2007

Closing Time: 9:30 am Sydney Time

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”, “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.

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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.

“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 which includes all sub-contractors.

“DET” means the NSW Test Authority representing NSW Government, Catholic Education Sector, Association of Independent Schools and the Australian Capital Territory Government and Non-government Schools.

“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.

“NAP-LN Program” means the National Assessment Program, Literacy and Numeracy for Years 3, 5, 7 and 9 students conducted by the Principal within the public and private school systems.

“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” 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 Attachments 1 and 2.

“SME” means small to medium enterprise.

“Specification” means the detailed description of the required Services contained in Attachments 1 and 2.

“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 Distribution Services and Marking Centre Components of the NAP-LN for the NSW Department of Education and Training.
- 2.1.2 The period of the Contract will be a one-year test period (2008), with the option to renew for a further two periods of one year each (testing period 2009 and testing period 2010).
- 2.1.3 **DET is seeking a Prime Contractor to deliver the requirements of the NAP-LN. It is MANDATORY for Tenderers to bid all four components detailed in the Specification comprising Printing, Data Capture Distribution Services and Marking Centre. All sub-contractors must be identified. Tenders for only part of these four components will not be considered.**
- 2.1.4 It is essential that the successful Tenderer comply with the program schedules and delivery dates indicated in the Specification at Attachments 1 and 2. Tenderers who cannot guarantee to meet the required delivery dates will receive no further consideration.

3. SUMMARY INFORMATION FOR TENDERERS

3.1 Structure of Request for Tender

- 3.1.1 This RFT comprises Parts A to C and Attachments 1 and 2. When submitting a Tender, please retain Parts A and B and Attachments 1 and 2. The completed Part C forms your 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: | Stephen Jones, Praxis Professional Services Pty Limited |
| Phone: | (02) 6687 1211 |
| Email: | praxis@mbox.com.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 A tenderer may obtain either a hard copy or electronic copy of this RFT.
- 3.5.2 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.
<https://tenders.nsw.gov.au/commerce/>
- 3.5.3 You may obtain a hard copy:
- (a) by 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), 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) by 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 Pre-Tender briefing

- 3.6.1 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 will be available at that time to answer any queries regarding this RFT and the tender process generally.
- 3.6.2 While attendance at the pre-Tender briefing is not compulsory, attendance is highly recommended.
 - Date: Monday, 22 October 2007
 - Location: Level 8 Conference Room
1 Oxford Street
Darlinghurst NSW 2010
 - Time: 10:00am
- 3.6.3 If you wish to attend the briefing please contact Stephen Jones on (02) 6687 1211 by 5.00 pm on Friday, 19th October, 2007.

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 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 Schedule 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 Subject to 5.3.1, the Tender Price is fixed for the duration of the NAP-LN for 2008 as identified in Part C unless price variation is provided for in this RFT.

5.4.2 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. Tenderers are at liberty to select a different price adjustment methodology to cover the Marking Centre component than that selected for the Printing, Data Capture and Distribution Services components. 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 NAP-LNs for 2008, 2009 and 2010 if the options are executed by DET.
- (2) Firm for the NAP-LN for 2008 then subject to review for each of the NAP-LNs for 2009 and 2010 if the options are executed by DET based on variations in **labour and material** factors.

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 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 clause 6. Their requirements are reflected in the selection criteria listed in clause 8.2 and in the responses required from tenderers in Part C.

- (a) Government Procurement Policy:
<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>
- (b) Government Code of Practice for Procurement:
http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf
- (c) DET Statement of Business Ethics:
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.

6.4.2 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@icnsw.org.au
Website address: www.icnsw.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 Small to Medium Enterprise (SME) involvement

- 6.6.1 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.

6.7 Regional Development

- 6.7.1 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.

6.8 Workforce Development

- 6.8.1 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.

6.9 E-Commerce

- 6.9.1 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.
- 6.9.2 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.
- 6.9.3 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>.
- 6.9.4 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.

6.10 Project Plan

- 6.10.1 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 Attachments 1 and 2 (Specification). The detailed Project Plan will be incorporated in any resultant Contract.

6.11 Security Systems

- 6.11.1 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.
- 6.11.2 The security arrangements MUST satisfy the DET.
- 6.11.3 Tenderers should note that if the DET has any doubts concerning the Tenderer's security, then their tender may be rejected.
- 6.11.4 The DET reserves the right to request additional security measures.

6.12 Quality Systems in place

- 6.12.1 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.

6.13 Competitive Neutrality

- 6.13.1 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.
- 6.13.2 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.
- 6.13.3 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.
- 6.13.4 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 0701774".
- 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 will 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) Demonstrated capacity/ability of the tenderer and proposed sub-contractors to perform and meet the projected delivery timetable.
- (b) Previous contract experience of the tenderer and proposed sub-contractors in undertaking similar projects and its/their demonstrated success including referee reports.
- (c) The tenderer’s and proposed sub-contractors’ quality management systems.
- (d) Tenderers’ and proposed sub-contractors’ proposed facilities and equipment to be utilised for this Contract including the quality/availability of back-up and support service.
- (e) Security systems offered by the tenderer and proposed sub-contractors and the lack of risk to the confidentiality of the deliverables.
- (f) Suitability and relative value of price offered.
- (g) Financial stability and financial position of tenderer and proposed sub-contractors.

- (h) Compliance with the Specification at Attachments 1 and 2.
- (i) Compliance with Part B, Conditions of Contract.
- (j) Compliance by the tender and proposed sub-contractors with applicable NSW Government Procurement Policies, legislation and standards.
- (k) Proven record of ethical behaviour in service delivery by the tender and proposed sub-contractors.

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.

8.4 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 is a Business Unit of the NSW Department of Commerce

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

PART B – CONDITIONS OF CONTRACT

Contract No 0701774

**Printing, Data Capture, Distribution Services and Marking
Centre Components of the National Assessment Program -
Literacy and Numeracy 2008
for the NSW Department of Education & Training**

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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.

“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;
- (b) is designated by that Party as confidential; or
- (c) the other Party knows or ought to know is confidential.

“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.

“Contract” means this Contract concluded between the Principal and the Contractor, including all special conditions, the Specification, 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 and any sub-contractors 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 Attachments 1 and 2 to be supplied by the Contractor in accordance with this Contract.

“DET” means the NSW Test Authority representing NSW Government, Catholic Education Sector, Association of Independent Schools and the Australian Capital Territory Government and Non-government Schools

“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.

“NAP-LN” means the National Assessment Program, Literacy and Numeracy for years 3, 5, 7 and 9 students conducted by the Principal within the public and private school systems.

“NSW Procurement” means a business unit of the Department of Commerce, who may represent the Principal and authorised to arrange and, if applicable, administer contracts on behalf of the Principal.

“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 and Part C 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.

“Specification” means the detailed description of the Service to be provided under this Contract detailed in Attachments 1 and 2. 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.

“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.

“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 & THE CONTRACTOR

- 2.1 This Contract covers the requirement for the Printing, Data Capture, Distribution Services and Marking Centre Components of the NAP-LN For The NSW Department of Education & Training in accordance with the Specification (at Attachments 1 and 2) and the terms and conditions contained in this Contract.
- 2.2 The Contract will include Attachments from Part C, Tender Response including:
- Project Plan (clause 3.1)
 - Approved Sub-contractors (clause 7.1)
 - Price Schedules (clauses 9.2 to 9.5)
 - Price Variations (clause 9.6)
 - Schedule of Insurances (clause 19)
- 2.3 The Contractor agrees to give effect to the provisions of the Specification (Attachments 1 and 2) 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 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 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 aspects of the 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 2008 NAP-LN and thereafter (and provided the option to extend the Contract is exercised) shall vary in accordance with the terms of clause 9.6 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 reduction 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 All taxes, duties and charges 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 NAP-LN 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 NAP-LN 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 NAP-LN 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 Attachments 1 and 2) 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 the Specification (Attachments 1 and 2).

15. LIQUIDATED DAMAGES

- 15.1 If the Contractor has not completed the distribution of reports to schools or the distribution of test materials to schools as detailed in the Specification to this Contract in the time specified, the Contractor shall pay by way of liquidated damages, and not as, or in the nature of a penalty, an amount of \$1,500.00 a day for each day which shall elapse after the scheduled date of handing over until the actual date of handing over. The amount so calculated may be deducted from any moneys payable to the Contractor under the Contract.

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 the Specification (Attachments 1 and 2).

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 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 Attachments 1 and 2 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 Specification 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 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 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 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 instructions or requirements have been complied with by the Contractor.

24. NOT USED

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 The Contractor must pay for the extra costs (if any) occasioned by errors or omissions in Contract Material or other Information supplied by it, even though that Contract Material or Information may have been approved by the Principal.

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 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.

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. 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 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 consequential 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.

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;
 - (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:
- (a) acts as an expert and not as an arbitrator;
 - (b) 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
 - (c) 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.
- 4.2 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 _____ 2005

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

- 3.1.1 The Confidant must not disclose the Confidential Information to any person without the prior written consent of the State.
- 3.1.2 The State may grant or withhold its consent in its discretion.
- 3.1.3 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.
- 3.1.4 If the State grants consent subject to conditions, the Confidant must comply with those conditions.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 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.
- 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 the Principal **OF THE NSW**) (signature of the Principal)

**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)

SIGNED, SEALED AND DELIVERED)

by _____)
[insert name of Confidant]) (signature of Confidant)
in the presence of _____)
[insert name of Witness]

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)

Financial Institution/Company

Contract Officers are no longer required to obtain the Company common seal
when dealing with a company. However, you are required to obtain the
signatures of one of two combinations:
the Corporate Secretary and a Director, or
two Directors, or

SIGNED by <insert name of company>, ACN)
<insert ACN 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 is a Business Unit of the NSW Department of Commerce

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

PART C: TENDER RESPONSE

Contract No 0701774

**Printing, Data Capture, Distribution Services and Marking
Centre Components of the National Assessment Program -
Literacy and Numeracy 2008
for the NSW Department of Education & Training**

Closing Date: 9.30am Sydney Time, Tuesday, 6 November 2007

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.

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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.

In several places the words “<Your Response>” appear. In such cases please type over those words to provide your answer.

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 - Attachment 1, clauses 2, 11, 26 and 32 and Attachment 2, clause 2.3.

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 Specification in Attachment 1, clauses 2, 11, 26 and 32 and Attachment 2, clause 2.3, the linkages between activities 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 at Attachments 1 and 2

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 other Key Personnel to be utilised under the contract.

Name: _____

Position: _____

Roles and Responsibilities: _____

Qualifications: _____

Experience: _____

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 at Attachments 1 and 2

5.1 Production/technical capacity

5.1.1 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) hours of operation & shift times;
- (c) back up facilities and support service if available to ensure the completion of work;

5.2 Marking Software

5.2.1 Tenderers should provide details of their proposed approach to providing the marking software, including a statement as to whether the Tenderer already owns the marking software or is proposing to acquire it.

5.2.2 If the Tenderer has details of specific marking software that it is proposing to use then details should be provided.

5.3 Hardware and Networking/Communications Systems

5.3.1 Tenderers should provide details of their proposed hardware and networking/communications systems. This should also include a statement as to whether the Tenderer already owns the hardware or is proposing to acquire it.

5.4 Physical and Electronic Security

5.4.1 The Contractor is to develop and implement a secure physical and electronic environment at the marking centre. Tenderers must provide a detailed description of their proposed arrangements to ensure both a physical and electronic secure environment.

5.4.2 Tenderers should note that the security arrangements MUST satisfy the DET.

5.5 Human Resource Capacity

5.5.1 Details of proposed personnel numbers:

	Minimum Number Required	Proposed Number	Proposed Hourly Rate of Pay
(a) Project Manager	1	_____	\$ _____
(b) Professional Leaders			
Day Leader	1	_____	\$ _____
Night Leader	1	_____	\$ _____
(c) Composition of Each Marking Team			
Group Leader	1	_____	\$ _____
Senior Marker	1	_____	\$ _____
Marker		_____	\$ _____
Total Number of Personnel [(a) + (b) + (c) x # of teams]		_____	

Proposed Number of Marking Teams _____

5.6 Key Personnel:

5.6.1 Provide the following details for each other Key Personnel to be utilised under the contract.

Name: _____

Position: _____

Roles and Responsibilities: _____

Qualifications: _____

Experience: _____

6. Quality management systems in place

6.1 Quality Assurance

- 6.1.1 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

6.2 If certification is being sought

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

7. Sub-contractors

7.1 Proposed Use of Sub-contractors

- 7.1.1 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	

7.1.2 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.

7.1.3 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.

7.1.4 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?

7.2 **Previous contract experience and standard of contract performance of each proposed sub-contractor**

7.2.1 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)

- 7.2.2 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 – Attachments 1 and 2 (not for the provision of goods and/or services to the Board).

Organisation	Contract Name	Date commenced	Date finished (if applicable)

- 7.2.3 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.

7.3 Sub-contractor Referee Reports

- 7.3.1 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: _____

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

- 8.1.1 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.

9. Tendered Prices

9.1 General Guidance to Tenderers

- 9.1.1 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.
- 9.1.2 Tenderers must provide prices in consideration of the Price Basis and Tenderer's Proposed Price Variation Method.
- 9.1.3 The Tender Price must:
- (a) be in Australian dollars;
 - (b) cover all costs of performing the Standing Offer agreement;
 - (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.
- 9.1.4 The Tenderer must complete all parts of the Price Schedules.

9.2 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 Attachment 1, Part 1: "Specification for the Printing Component".
The price payable to the Contractor in 2008, 2009 and 2010, if the options are 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 9.6).

Price Schedule P1: Printing Component – 2008 (Based on paper for test booklets supplied by Contractor)

Item #	Description	Unit	Rate Per Unit (inc GST)
1	Test Booklet: Year 3 NAP-LN Reading 12pp	1,000	\$
2	Test Booklet: Year 3 NAP-LN Writing 4pp	1,000	\$
3	Test Booklet: Year 3 NAP-LN Language Conventions 12pp	1,000	\$
4	Test Booklet: Year 3 NAP-LN Numeracy 16pp	1,000	\$
5	Test Booklet: Year 5 NAP-LN Reading 12pp	1,000	\$
6	Test Booklet: Year 5 NAP-LN Writing 4pp	1,000	\$
7	Test Booklet: Year 5 NAP-LN Language Conventions 12pp	1,000	\$
8	Test Booklet: Year 5 NAP-LN Numeracy 16pp	1,000	\$
9	Test Booklet: Year 7 NAP-LN Reading 16pp	1,000	\$
10	Test Booklet: Year 7 NAP-LN Writing 4pp	1,000	\$
11	Test Booklet: Year 7 NAP-LN Language Conventions 12pp	1,000	\$
12	Test Booklet: Year 7 NAP-LN Numeracy (non calculator) 12pp	1,000	\$
13	Test Booklet: Year 7 NAP-LN Numeracy calculator) 12pp	1,000	\$
14	Test Booklet: Year 9 NAP-LN Reading 16pp	1,000	\$
15	Test Booklet: Year 9 NAP-LN Writing 4pp	1,000	\$
16	Test Booklet: Year 9 NAP-LN Language Conventions 12pp	1,000	\$
17	Test Booklet: Year 9 NAP-LN Numeracy (non calculator) 12pp	1,000	\$
18	Test Booklet: Year 9 NAP-LN Numeracy calculator) 12pp	1,000	\$
19	Stimulus Booklets Year 3 NAP-LN 8pp	1,000	\$
20	Stimulus Booklets Year 5 NAP-LN 8pp	1,000	\$

21	Stimulus Booklets Year 7 NAP-LN 12pp	1,000	\$
22	Stimulus Booklets Year 9 NAP-LN 12pp	1,000	\$
23	Writing Stimulus (1 pages) Year 3 NAP-LN full colour	1,000	\$
24	Writing Stimulus (1 pages) Year 3 NAP-LN full colour	1,000	\$
25	Writing Stimulus (1 pages) Year 3 NAP-LN full colour	1,000	\$
26	Writing Stimulus (1 pages) Year 3 NAP-LN full colour	1,000	\$
27	Admin Manual Year 3,5, 7 & 9 30pp	1,000	\$
28	Teacher Handbooks Year 3 & 5 30pp	1,000	\$
29	Teacher Handbooks Year 7 & 9 30pp	1,000	\$
30	Log Sheets Year 3 NAP-LN 1xA4 leaf (2 sides) 4 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy)	1,000	\$
31	Log Sheets Year 5 NAP-LN 1xA4 leaf (2 sides) 4 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy)	1,000	\$
32	Log Sheets Year 7 NAP-LN 1xA4 leaf (2 sides) 5 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy calculator, numeracy non-calculator)	1,000	\$
33	Log Sheets Year 9 NAP-LN 1xA4 leaf (2 sides) 5 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy calculator, numeracy non-calculator)	1,000	\$
34	Tally Sheet Year 3 NAP-LN 1xA4 leaf (2 sides) 4 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy)	1,000	\$
35	Tally Sheet Year 5 NAP-LN 1xA4 leaf (2 sides) 4 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy)	1,000	\$
36	Tally Sheet Year 7 NAP-LN 1xA4 leaf (2 sides) 5 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy calculator, numeracy non-calculator)	1,000	\$
37	Tally Sheet Year 9 NAP-LN 1xA4 leaf (2 sides) 5 kinds one for each test aspect (reading, Language Conventions, Writing, numeracy calculator, numeracy non-calculator)	1,000	\$
38	Report to Parent Year 3 NAP-LN base stock 1x A3 folded	1,000	\$
39	Report to Parent Year 5 NAP-LN base stock 1x A3 folded	1,000	\$
40	Report to Parent Year 7 NAP-LN base stock 1x A3 folded	1,000	\$
41	Report to Parent Year 9 NAP-LN base stock 1x A3 folded	1,000	\$
42	Marking Manual: NAP-LN	1,000	\$
43	Admin Manual letter 1xA4 1 side	1,000	\$
44	Test Pack Letter 2xA4 double sided	1,000	\$
45	Large Print Letter 1xA4 single side	1,000	\$
46	School with no stents to be tested 1xA4 single side	1,000	\$

47	Benchmark Letter 2 kinds both A4 single sided	1,000	\$
48	Report Pack Letter 1xA4 double sided	1,000	\$
49	SMART Password Letter 1xA4 double sided	1,000	\$
50	Teacher Check List	1000	\$
58	Year 3 N18 – Booklets for: Reading, Language Conventions, Writing Numeracy	100	\$
59	Year 5 N18 - Booklets for: Reading, Language Conventions, Writing Numeracy	100	\$
60	Year 7 N18 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	\$
61	Year 9 N18 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	\$
62	Year 3 N24 – Booklets for: Reading, Language Conventions, Writing Numeracy	100	\$
63	Year 5 N24 - Booklets for: Reading, Language Conventions, Writing Numeracy	100	\$
64	Year 7 N24 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	\$
65	Year 9 N24 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	\$
66	Year 3 N36 – Booklets for: Reading, Language Conventions, Writing Numeracy	100	\$

67	Year 5 N36 - Booklets for: Reading, Language Conventions, Writing Numeracy	100	\$
68	Year 7 N36 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	\$
69	Year 9 N36 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	\$
70	Black and White test booklet master- loose leaf-A4 Reading Language Conventions Writing Numeracy Y3&5 Numeracy (calculator – non-calculator) Y7&9	1,000	\$

9.3 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 Schedules P3 in this component is detailed in Attachment 1, Part 2: "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 2008.
- (iii) If one or more of the extension options (2009 and 2010) are taken up by DET, the price for these subsequent years would be the 2008 price shown in Price Schedule P2, adjusted for the increase or decrease in the number of students.

400,000, the expected number of students in 2008, 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 2009 and 2010:

$$\text{Price payable in 2009/010 payable} = \frac{(\text{Actual number of students 2008/09}) \times \text{Price 2008}}{400,000}$$

Price Schedule P2: Data Capture Component

Tenderers are required to show the price Data Capture component for 2008:

\$_____ (Including GST)

9.4 Pricing Schedules for the Distribution Component

Notes to Tenderers for completing Price Schedule P3 for the Distribution Services Component:

- (i) Tenderers are required to tender one lump sum price in Price Schedule P3 for the Distribution Services component.
- (ii) The scope of the work required to be included in Price Schedule P3 is detailed in Attachment 1, Part 3: "Specification for the Distribution Services Component".
- (iii) If one or more of the extension options (2009 and 2010) are taken up by DET, the price for these subsequent years would be the 2008 price shown in Price Schedule P3, adjusted for the increase or decrease in the number of students.

400,000, the expected number of students in 2008, 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 2009 and 2010:

$$\text{Price payable in 2008/09 payable} = \frac{(\text{Actual number of students 2008/09}) \times \text{Price 2008}}{400,000}$$

- (iv) Prices in Price Schedule P3 would be adjusted by the price variation provisions incorporated into the contract (see clause 9.6).

Price Schedule P3: Distribution Component

Tenderers are required to show the price for the distribution component in 2008:

\$_____ (Including GST)

9.5 Pricing Schedules for the Marketing Centre Component

- (a) Notes to Tenderers for completing the price schedule:
- (i) The contract price for the scope of work for the 2008 Marking Centre Component as defined in Attachment 2 will be the Total Price (Inc GST) tendered in Price Schedule P4;
 - (ii) Tenderers are required to show the components of the total price. The only purpose of this breakdown is for evaluating the tenders;
 - (iii) There will be a total of approximately 400,000 writing tasks to be centre marked by the Contractor in 2008. Tenderers are to base their pricing on this number. However, as the actual number may vary up or down the price will be varied up or down according to the following formula:
(Actual number of papers marked – 400,000 booklets (each containing 1 writing tasks, 400,000 images) * Unit Price (\$ per test booklet marked)
 - (iv) Tenderers are to provide, at Price Schedule P5, “per-test-booklet-marked” prices for the calculation of price adjustments in the event that there are more or fewer than the proposed 400,000.
 - (v) The Total Price and Unit Price for the 2009 and 2010 NAP-LN, if the option for these is taken up by DET, will be calculated by varying the 2008 prices by the price variation provisions incorporated into the contract.

Price Schedule P4: Tendered Prices for the 2008 Marking Centre Component

Item #	Description	Total Price (Ex GST)	Total Price (Inc GST)
1.	Labour	\$	\$
2.	Venue Hire	\$	\$
3.	Equipment	\$	\$
	Total	\$	\$

Price Schedule P5: Unit Price (for calculating price adjustment due to additional/fewer papers marked)

Unit Price \$ _____ per test booklet marked

9.6 Price Adjustment

- 9.6.1 The Tender Price is fixed for the duration of the 2008 NAP-LN unless price variation is provided for in this RFT.
- 9.6.2 The Tenderer may determine the Tender Price on the basis of one of the three options below. Tenderers are at liberty to select a different price adjustment methodology to cover the Marking Centre component than that selected for the Printing, Data Capture and Distribution Services components. 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 NAP-LNs 2009 and 2010 if the options are executed by DET.
 - (2) Firm for the test year 2008 then subject to review for each of the test years 2009 and 2010 based on variations in **labour and material** factors.
- 9.6.3 The Tenderer is to nominate which of the methods nominated at 9.6.2 above applies to its Tender.

Price Adjustment for Labour and Material Factors

- 9.6.4 If you have selected 9.6.2 Option (2) 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).

Labour and Material Factors

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

10. Discounts

10.1 Settlement Discounts

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

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

10.2 Other Discounts

10.2.1 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.

<Your Response>

11. Financial stability and financial position of tenderer

11.1.1 Give the annual Australian turnover in Deliverables tendered for the past three years in \$Australian.

2006-2007: \$_____

2005-2006: \$_____

2004-2005: \$_____

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

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

12. Financial stability and financial position of proposed sub-contractors

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

2006-2007: \$_____

2005-2006: \$_____

2004-2005: \$_____

- 12.1.2 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 .
- 12.1.3 State the number of years the sub-contractor(s) has been in business in the form in which you are presently constituted.

13. Compliance with Specification

13.1 Agreement to Comply with the Specification

- 13.1.1 Do you agree to be bound by all of the requirements and conditions contained in Attachments 1 and 2 (Specification) of this RFT?

Yes/No

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

14. Compliance with Conditions of Contract (Part B)

14.1 Agreement to be Bound by the Conditions of Contract

- 14.1.1 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.

15. Compliance with Policy Requirements

15.1 NSW Government Code of Practice for Procurement

- 15.1.1 Have you have read the NSW Government Code of Practice for Procurement and taken them into consideration in preparing and submitting your Tender?

Yes/No

- 15.1.2 Will you maintain compliance with the **Code** for the purposes of this Standing Offer agreement, advise the Board of any breaches of the **Code** for the duration of the Standing Offer agreement and provide evidence of compliance when requested by the Board during the course of this Standing Offer agreement?

Yes/No

15.1.3 Provide any other relevant information.

15.2 Occupational Health Safety & Rehabilitation

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

Yes/No

If “**No**”, provide details below.

15.2.2 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.

15.3 Environmental Management

15.3.1 Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development.

15.3.2 Provide evidence below of your environmental management and performance capability and your commitment to waste management and energy conservation practices.

15.3.3 Indicate measures you intend to implement to improve environmental performance and management if awarded the agreement.

15.4 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.

15.5 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.

15.6 Workforce development

- 15.6.1 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.

15.7 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.

15.8 Electronic Commerce

- 15.8.1 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.
- 15.8.2 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

15.9 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.

16. 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 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.

17. 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 three months, as stated in Part A.

18. Other Information Required

18.1 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.

18.2 Further information

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

18.3 Statutory Declarations

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

18.3.2 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.

18.3.3 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.

19. Schedule of Insurance

19.1 Worker's Compensation Insurance

Insurance Company:	_____
Address:	_____

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

19.2 Public Liability Insurance

Insurance Company:	_____
Address:	_____

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

PART C2: TENDERER IDENTIFICATION DETAILS & 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

ATTACHMENT 1 – SPECIFICATION

**Printing, Data Capture and Distribution Services
Components of the National Assessment Program,
Literacy and Numeracy 2008 for
The NSW Department of Education & Training
Contract No. 0701774**

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OUTLINE OF THE NAP-LN PROJECT

1. Background

- 1.1 The New South Wales Department of Education and Training is responsible for the implementation of National Assessment Program, Literacy and Numeracy in 2008 in all NSW Government schools for Years 3, 5, 7 and 9. It is expected that the DET will conduct the NAP-LN in other educational sectors:
- (a) NSW Catholic Education Sector
 - (b) NSW Independent Schools
 - (c) ACT Government and non-government schools
- 1.2 From 2008 the NAP-LN is mandatory for all NSW Government Schools and non-government schools.
- 1.3 The aims of the NAP-LN are included here to clarify its purpose and context. Five major aims will be pursued through testing aspects of the basic skills of literacy (including writing) and numeracy at key stages of students' schooling:
- (a) To provide teachers with accurate confidential information to assist them to identify particular strengths and weaknesses:
 - of individual students;
 - of groups of students sharing certain relevant background characteristics (such as having a language other than English as their first language); and
 - of the student population as a whole,thereby assisting schools to recognise where improvement is needed and where it can be achieved.
 - (b) To provide parents with confidential information about their own child's literacy and numeracy skills that has been derived from a common assessment procedure in all Government primary schools.
 - (c) To provide the community with accurate, precise information about the literacy and numeracy skills of students as a state-wide group, thereby enabling it to satisfy itself about the maintenance of standards over time.
 - (d) To provide DET with information about the literacy and numeracy skills of identified groups of students in the state-wide cohort thereby assisting DET to determine priorities and allocate resources.
 - (e) To report to the Commonwealth on the number and percentage of students who met the minimal acceptable standard for Reading, Writing, Spelling and Numeracy.
- 1.4 The high profile nature of the NAP-LN requires that test materials be kept secure before the test date and that all data generated by the Program is secure at all times. (Important: this also applies to run-up sheets, spoils, negatives, plates and similar items.) This project is a highly sensitive event, and as part of the probity and security required, no contact with any media organisation can be allowed or condoned before, during, or after the test has been completed.

- 1.5 In 2008, the number of students expected to participate in each program is as follows:
- 2268 NSW Government Schools (61,000 Year 3 and 61,000 Year 5 students, 55,000 Year 7 students and 55,000 Year 9 students)
 - 592 NSW Catholic Diocese Schools (18,000 Year 3 and 18,000 Year 5 students, 21,000 Year 7 and 21,000 Year 9 students)
 - 492 NSW Independent Schools (8,000 Year 3 and 8,000 Year 5 students, 8,000 Year 7 and 8,000 Year 9 students)
 - 132 Australian Capital Territory (ACT) Schools (4,300 Year 3 and 4,500 Year 5 students, 4,900 Year 7 and 5,000 Year 9 students).
- 1.6 All students are to be tested on Tuesday 13 May (Writing and Language Conventions), Wednesday 14 May (Reading) and Thursday 15 May (Numeracy), 2008.
- 1.7 The NAP-LN involves testing students in the four 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 (see 1.8);
 - 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
- 1.8 Stage 1 is to be performed by Curriculum Corporation. Stages 2, 3 and 4 are to be performed by Contractor.

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: | |
| | All artwork proofs (test books) provided by DET | 5-Dec-07 |
| | All artwork proofs (stimulus magazines) provided by DET | 5-Dec-07 |
| | Contractor to provide proofs (Test booklets Stimulus magazine) to DET for review | 10-Dec-07 |
| | Sign-off by DET of test materials for print | 14-Dec-07 |
| | Sign-off by DET of Stimulus magazine | 14-Dec-07 |
| | Test Administration Manuals, Teacher Handbooks Log and Tally Sheets provided by DET | 11 Feb-08 |
| | Contractor to provide proofs (Test Admin manuals etc.) to DET for review | 14 Feb-08 |
| | Sign-off Test Administration Manuals, Teacher Handbooks Log and Tally Sheets | 20 Feb-08 |
| | All print materials for pick/pack and distribution Supplied to Distribution Contractor | 1-Mar-08 |
| 2.2 | The DET to provide a database for the overprinting of student details from | 5 March-08 |
| | Completed by | 23 March-08 |

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 are to be four scannable Test Books per student in years 3 and 5 and five scannable test booklets for students in Years 7 and 9. The number of pages will be:
- Year 3 & 5 Reading - 12pp
 - Year 7 & 9 Reading - 16pp
 - Year 3, 5, 7, 9 Writing - 4pp
 - Year 3, 5, 7, 9 Language Conventions - 12pp
 - Year 3 & 5 Numeracy - 16pp
 - Year 7 & 9 Numeracy - two booklets x 12pp
- (a) The number of test books to be printed each of NAP-LN will be approximately 125,000 for Year 3, 125,000 for Year 5, 125,000 for Year 7 and 125,000 for Year 9 plus (this includes extras needed for the distribution process).
- (b) The Contractor will be required to print Large Print versions of the tests. Three kinds of Large Print test booklets will be supplied: N18, N24 and N36 font size for each test booklet kind. The DET will supply a database of students who are to receive their test booklets supplied in one of the specified Large Print sizes.
- (c) The Contractor is to perform all pre-press work for the Test Books up to and including production of high resolution colour proofs.
- (d) 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.
- (e) Handover by DET to the Contractor of test book proofs will be Wednesday 5 December 2007.
- (f) The size of the each Test Booklet 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 before scanning.
- (g) 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.
- (h) 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.

- (i) A Test Book is to contain one section of Literacy or Numeracy Test (Writing or Reading or Language Conventions or Numeracy).
- (j) Spaces for encoding the student name, age, school name and their school and region code will be shown on each cover.
- (k) 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.
- (l) 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
- (m) The Contractor will be required to collaborate with DET in testing out various answering procedures before the Test Books are printed.
- (n) Before printing, the Contractor will present high-resolution colour proofs and revisions of all test materials for inspection and approval by staff of DET.
- (o) A test pack of 100 copies Year 3, Year 5, Year 7 and Year 9 for the NAP-LN 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.
- (p) After sign-off of the test books the Contractor will supply the DET with PDF files for each test booklet.
- (q) 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.
- (r) The Contractor must comply with the requirement that the incidence of Test Books with printing or collating faults is less than one per thousand.

5. Testing Session Log Sheets

- 5.1 These are to be printed in black and one PMS colour on two 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.

6. School Tally Sheet

- 6.1 These are to be printed on one side in black and one 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 Tally sheet.

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 be printed on 420 x 297mm in one PMS colour for each cohort;
 - (b) Report to Parents shall 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 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 printed one side in black and PMS 072 inks on white bond 80gsm.
 - (f) Provide letters of four different kinds to be sent out with the Parent Report (each to be 1xA4).
- 7.2 The Contractor must 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 NAP-LN or NAP-LN 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.
- 8.2 The Contractor is to specify the methodology for securing all test materials before delivery (e.g. shrink-wrapping/binding). It is a requirement that the following security applies:
- 8.2.1 Tests must be secure visually so that before opening packages it is not possible to view any 'live' aspect of the test (e.g. Question or stimulus material).
 - 8.2.2 Tests must be physically secure so that before the authorised opening of packages it is not possible to remove a test booklet from the package without becoming obvious ('tamper-evident' packaging).
- 8.3 The Contractor is to specify in detail all quality control and audit processes applied to packing.
- 8.4 The Contractor is to specify in detail the procedures for 'pick and pack' processes for tests and test material.
- 8.5 All test packages should be clearly labelled with the details of the address and the number of the package listed as number "x" of "y" packages.
- 8.6 Test material packages must be delivered to and signed for by the principal of the school or a person who the principal accepts as suitable to receive and sign for the delivery.
- 8.7 Under no circumstances should the test materials be left unattended at a school where the principal or a suitable person is not able to receive and sign for the delivery.

- 8.8 A process must be in place to record the name, date and time details relevant to the signing for receipt of materials by the principal or suitable person.
- 8.9 The Contractor is to have a process of reporting (e.g. daily) on progress of deliveries and a system for accessing relevant and necessary information on the details about a delivery (i) when the delivery was made and who signed for it or (ii) if packages were unable to be delivered why they were not delivered and where they are being held awaiting a subsequent delivery attempt.

9. Security

- 9.1 The Contractor must put in place and maintain all facilities, procedures, equipment and practices to ensure that all printed materials are secure at all times.
- 9.2 All make-ready, 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.
- 9.4 DET has the right to inspect the Contractor's and any Sub-contractor's premises before and during all phases of the project.
- 9.5 Back-ups of data relating to the NAP-LN project are to be encrypted and carried out daily/weekly/monthly.
- 9.6 All Contractor's and Sub-contractor's staff are to sign Confidentiality Agreements and ensure that Privacy Legislation is adhered to and regulations are followed.
- 9.7 The Contractor is to provide details of insurance coverage regarding breaches of security resulting in information leaking into the public domain. The Contractor is to provide a copy of the last external Auditor's Report on the organisation.
- 9.8 The Contractor and Sub-contractors are to provide copies of their Business Continuity Plan/Disaster Recovery Plan for their organisation.
- 9.9 The Contractor is to supply a detailed response to the abovementioned security requirements. This has a high weighting in the tender evaluation.

Item 1: Test Books

- A1. Test Booklet: Year 3 NAP-LN Reading**
 Quantity: 125,000 copies each of 12pp self cover
 Size: 297 x 220mm
 Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
 Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- A2. Test Booklet: Year 3 NAP-LN Writing**
 Quantity: 125,000 copies each of 4pp self cover
 Size: 297 x 220mm
 Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
 Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- A3. Test Booklet: Year 3 NAP-LN Language Conventions**
 Quantity: 125,000 copies each of 12pp self cover
 Size: 297 x 220mm
 Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
 Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- A4. Test Booklet: Year 3 NAP-LN Numeracy**
 Quantity: 125,000 copies each of 16pp self cover
 Size: 297 x 220mm
 Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
 Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.

- B1. Test Booklet: Year 5 NAP-LN Reading**
Quantity: 125,000 copies each of 12pp 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 Blue. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- B2. Test Booklet: Year 5 NAP-LN Writing**
Quantity: 125,000 copies each of 4pp self cover
Size: 297 x 220mm
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- B3. Test Booklet: Year 5 NAP-LN Language Conventions**
Quantity: 125,000 copies each of 12pp 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 Blue. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- B4. Test Booklet: Year 5 NAP-LN Numeracy**
Quantity: 125,000 copies each of 16pp 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 Blue. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.

- C1. Test Booklet: Year 7 NAP-LN Reading**
Quantity: 125,000 copies each of 16pp 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 Blue. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- C2. Test Booklet: Year 7 NAP-LN Writing**
Quantity: 125,000 copies each of 4pp self cover
Size: 297 x 220mm
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- C3. Test Booklet: Year 7 NAP-LN Language Conventions**
Quantity: 125,000 copies each of 12pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- C4. Test Booklet: Year 7 NAP-LN Numeracy - Non- Calculator**
Quantity: 125,000 copies each of 12pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.

- C5. Test Booklet: Year 7 NAP-LN Numeracy - Calculator**
Quantity: 125,000 copies each of 12pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- D1. Test Booklet: Year 9 NAP-LN Reading**
Quantity: 125,000 copies each of 16pp 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 Blue. Allow for bleed.
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- D2. Test Booklet: Year 9 NAP-LN Writing**
Quantity: 125,000 copies each of 4pp self cover
Size: 297 x 220mm
Stock: 100 gsm White Offset
Binding: Saddle stitched – 2 wires
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- D3. Test Booklet: Year 9 NAP-LN Language Conventions**
Quantity: 125,000 copies each of 12pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.

- D4. Test Booklet: Year 9 NAP-LN Numeracy – Non Calculator**
Quantity: 125,000 copies each of 12pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- D5. Test Booklet: Year 9 NAP-LN Numeracy – Calculator**
Quantity: 125,000 copies each of 12pp self cover
Size: 297 x 220mm
Printed: Outer 4pp printed 1 side in Black, PMS Green and PMS Green, 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: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 100 machine proofs required fully made up and trimmed to size.
- E. Reading Stimulus Booklets Year 3 NAP-LN**
Quantity: 125,000 each of 12pp self cover full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: Print ready PDF
Proofing: High res colour proofs
- F. Reading Stimulus Booklets Year 5 NAP-LN**
Quantity: 125,000 each of 12pp self cover full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs
- G. Reading Stimulus Booklets Year 7 NAP-LN**
Quantity: 125,000 each of 16pp self cover full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs

- H. Reading Stimulus Booklets Year 9 NAP-LN**
Quantity: 125,000 each of 16pp self cover full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs
- I. Writing Stimulus Booklets Year 3 NAP-LN**
Quantity: 125,000 each of 1pp full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: Print ready PDF
Proofing: High res colour proofs
- J. Writing Stimulus Booklets Year 5 NAP-LN**
Quantity: 125,000 each of 1pp full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs
- K. Writing Stimulus Booklets Year 7 NAP-LN**
Quantity: 125,000 each of 1pp full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs
- L. Writing Stimulus Booklets Year 9 NAP-LN**
Quantity: 125,000 each of 1pp full colour
Size: 262x185mm
Printed: 4 colour process
Stock: light weight coated gloss art
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs
- M. School Admin Manual Year 3, 5, 7 & 9**
Quantity: 15,000
Size: 297x210mm
Printed: Cover printed 4 colour process, text printed 2 sides in black ink
Stock: Cover 300gsm gloss art, text 90gsm white bond
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs

N. Teacher Handbooks Year 3 & 5

Quantity: 15,000
Size: 297x210mm
Printed: Cover printed 4 colour process, text printed 2 sides in black ink
Stock: Cover 300gsm gloss art, text 90gsm white bond
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs

O. Teacher Handbooks Year 7 & 9

Quantity: 10,000
Size: 297x210mm
Printed: Cover printed 4 colour process, text printed 2 sides in black ink
Stock: Cover 300gsm gloss art, text 90gsm white bond
Copy: supplied as Quark 6.7 Mac version
Proofing: High res colour proofs

Item 2: Testing Session Log Sheets

A. Testing Session Log Sheets Year 3 NAP-LN

Quantity: 12,250 copies X 4 test sessions (50,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Orange, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

B. Testing Session Log Sheets Year 5 NAP-LN

Quantity: 12,250 copies X 4 test sessions (50,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Orange, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

C. Testing Session Log Sheets Year 7 NAP-LN

Quantity: 10,000 copies X 5 test sessions (50,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Orange, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

- D. Testing Session Log Sheets Year 9 NAP-LN**
Quantity: 10,000 copies X 5 test sessions (50,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS Orange, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

Item 3: School Tally Sheets

- A. Tally Sheet: Year 3 NAP-LN**
Quantity: 5,000 copies X 4 test sessions (20,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS green, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.
- B. Tally Sheet: Year 5 NAP-LN**
Quantity: 5,000 copies X 4 test sessions (20,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS purple, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.
- C. Tally Sheet: Year 7 NAP-LN**
Quantity: 5,000 copies X 5 test sessions (25,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS green, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.
- D. Tally Sheet: Year 9 NAP-LN**
Quantity: 5,000 copies X 5 test sessions (25,000)
Size: 297 x 210mm
Printed: 2 sides in Black and PMS purple, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

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

A. Report to Parent Year 3 NAP-LN base stock

Quantity: 125,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

B. Report to Parent Year 5 NAP-LN base stock

Quantity: 125,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

C. Report to Parent Year 7 NAP-LN base stock

Quantity: 125,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

D. Report to Parent Year 9 NAP-LN base stock

Quantity: 125,000 copies
Size: 420 x 297mm
Printed: 2 sides in 4 colour process, bleeds all edges
Stock: 90gsm White Offset
Copy: Print ready PDF
Proofing: High res colour proofs required.

E. Marking Manual: NAP-LN

Quantity: 8000 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

F. Large Print Test Booklets: NAP-LN (3 kinds N18, N24, N36 for each test booklet)

Quantity: refer to 27.1 item 22
Size: 420x297 mm
Stock: 100 gsm White Offset
Binding: Comb Bound
Copy: Print ready PDF
Proofing: High res colour proofs required plus version in book form. Once approved, 1 machine proof required fully made up and trimmed to size for each size and test booklet, 54 in total.

G. Black and White Master: NAP-LN of each test booklet kind

Quantity: 1 x each test booklet kind for each cohort/school
Size: 297 x 220mm
Printed: printed 1 side in Black and White
Stock: 100 gsm White Offset
Binding: loose leaf
Copy: Print ready PDF

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).

11. Project Timeline for the Data Capture Component

- 11.1 The Contractor is required to comply with the following timeline:
- | | |
|---|-----------------|
| Initial sample data from Contractor's system | 30 May 2008 |
| 10% sample of available data | 6 June 2008 |
| 20% sample of available data | 13 June 2008 |
| 50% sample of available data | 20 June 2008 |
| 80% sample of available data | 27 June 2008 |
| Sign-off by DET 100% data (not reconciled) | 4 July 2008 |
| Sign-off by DET of Data Centre results and reports | 15 July 2008 |
| Final date for distribution of reports to schools (dispatch only) | 22 August 2008 |
| Supply to DET of Final Data Set | 31 October 2008 |

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
 - Including 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 systems coordinators and QA officers. 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) twelve 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 quality plain paper fax machines;
 - (c) access to a high-speed quality photocopier;
 - (d) exclusive use of twelve PC workstations, (including 4 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 with a minimum size of 40 square metres, accommodating ten work station outlets and desks suitable for at least ten 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 six weeks immediately following the test morning, to be in place no later than 12th May 2008. 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 before 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 (40 fast-tracked 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 enclosed copies of tally sheets 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 abovementioned reports to ensure that all schools listed have returned all their completed assessment materials or are accounted for within 3-4 weeks of the test date.
- 13.7 Accuracy and up-to-date maintenance of all records are essential.
- 13.8 Contents of returned Test Books are to be securely stored in ways agreed 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 In developing their proposed approach the Contractor 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.

- 14.3 The Contractor is to develop an appropriate tracking system to track returned material.
- 14.4 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 use a tracking system that shows the status of a package either outbound or inbound.
- 14.5 The Contractor must allow for priority collection of 40 specifically-nominated schools (fast-tracked) which will require preferential treatment throughout the pick-up stages and will need to be identified when delivered.
- 14.6 Accuracy and up-to-date maintenance of all records are essential.
- 14.7 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.
- 14.8 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 on the 20th April 2008. 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 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 necessary for each setup.
- 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 test processing to commence on the 19th May 2008 following the assessments.
- 15.5 All scanning and editing and auditing (including reception) software **MUST** be accurate and finalised and ready for DET sign-off by Monday the 16th May 2008.
- 15.6 The Contractor will supply scanned images of the writing task to the Contractor responsible for the marking operations for NAP-LN for 2008. 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.

16. Data Capture and Management Software

- 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 A detailed description of the technology to be used for data-capture should be provided by Contractors. In particular, the level of accuracy (expressed as a percentage) that can be guaranteed in (i) data capture by scanning applications and (ii) data capture by data entry personnel, should be clearly specified.
- 17.2 Contractors should specify how and where Intelligent Character Recognition (ICR) technology is used (if any) within the data-capture process.
- 17.3 Detailed information should be provided on quality assurance processes and controls associated with data capture. These might take the form of technology-based controls (automated) and or manual auditing (inspection, random sampling etc.).
- 17.4 Detailed information should be provided on the redundancy provisions ('back up systems') that will support the data-capture process. Details of hardware, storage systems, off-site back-up provisions, 'snap-shot' technology etc. that provide incident recovery and control of data loss should be provided.
- 17.5 A 'scanning and editing trial' session/s should be conducted before the live data capture period, to confirm accuracy of marking keys, code-frames, editing rules and workflows etc.
- 17.6 "No response" or "multiple response" requires mandatory editing.
- 17.7 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.)
- 17.8 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.
- 17.9 DET requires schools to be batched as entities. Separate files will be created for each school. A school file will contain only information and data relevant to students of that school.
- 17.10 The Contractor will be supplied with a data file by the DET for each cohort (Year 3, Year 5, Year 7 and Year 9) that will be used to overprint each test booklet with student-specific details that uniquely identify each student. That data file will hold the student's given and surname, school, school code, region code, unique student identification number, post code and suburb.
- 17.11 The DET will supply to the Contractor from 17 March 2008 the specified data file of student details for all participating schools. The Contractor is to specify how the data is to be formatted and sorted.
- 17.12 The Contractor is to provide a detailed overprinting timeline and plan that outlines how the overprinting will be done, how many overprinting machines will be used and how the pick and packing of school packages will be managed to ensure all school packages are in schools by 6th May 2008.
- 17.13 The Contractor is also to provide a contingency plan for the capture of students' details should overprinting of student details not be managed following the dates provided.
- 17.14 The test booklets will need to be printed, collated and dispatched to the distributor in such a way to enable the pick and pack of school test materials for each school and sections of the NAP-LN test. The Contractor is to ensure that schools are sent the test booklets for their students only.

- 17.15 Spare test booklets (10%) of each booklet kind which have the School Name overprinted and have not been overprinted with student details are to be provided to each school to cover unexpected arrivals and special circumstances to allow for students to complete the tests.
- 17.16 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).
- 17.17 The Contractor shall capture raw data on each student on the front page on the Test Books that have not been overprinted and will include:
- (a) Student Identifier (if available)
 - (b) Student name
 - (c) School name
 - (d) School Code
 - (e) Region Code
 - (f) Sex
 - (g) Date of birth
 - (h) Special Provisions
- 17.18 **IMPORTANT** - DET requires that all editing staff have access to the actual test book sheets at the time of editing.
- 17.19 The Contractor should specify the process for data capture. Students with missing data from the name, date of birth, Aboriginality, school code and sex sections must be identified to DET staff.
- 17.20 The Contractor shall provide procedures for ensuring that any machine- or computer-based processes used to record students' responses are accurate.
- 17.21 The pages to be scanned will be received in the form of saddle-stitched Test Books, (4 separate test booklets for Year 3 & 5 - 8 booklets in total - 88 pages) for NAP-LN and (5 separate test booklets for Year 7 & 9 - 10 booklets - 112 pages) in total for NAP-LN printed 2-sides. Information from 200 pages needs to be captured.
- 17.22 The Test Book pages may be A4 or slightly above standard A4 size in both dimensions.
- 17.23 The Contractor will be required to check Test Books for physical damage and repair.
- 17.24 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.
- 17.25 If the Contractor requires scannable batch headers, they will be agreed with DET.
- 17.26 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 Booklet" for each test aspect for each student can quickly be found for subsequent editing and checking of the scanner output against the scanned data file Test books made available to DET at all times.
- 17.27 After scanning preparation all Test Books for a school must be stored and managed as an entity.
- 17.28 The electronic student records from each school must be easily retrievable throughout processing and must allow for easy updating and revision.

- 17.29 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, single words and short responses). 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 for students test booklets that were not over printed with personal details:
- (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) Sex **Mandatory**
 - (f) **Date of Birth**
 - (g) 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 conduct checks of random samples of Test Books together, to verify that the edited files are correctly recording students' answers. These checks will be conducted intensively during the first three days of scanning and with a minimum 6% across the 18 different test booklets and at least one book from each test aspect per school year within a school thereafter. The Contractor will also re-scan and re-edit all Test Books the accuracy of whose 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. DET will establish its on-site operation on the commencement of the scanning and editing of student responses.
- 19.8 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).
- 19.9 DET requires that separate files be established for each school.
- 19.10 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 3 Government school data file extension
 - G = NSW Government
 - E = NSW Catholic Education Schools
 - N = NSW Independent Schools
 - A = ACT Government Schools
 - C = ACT Catholic School
 - T = ACT Independent Schools
- (a) DET will require records for each student as a single line (about 350 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, sex, 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 will be provided to the Contractor by 1st April 2008.
- 19.11 The Contractor will be responsible for providing mutually-agreed access privileges for DET staff to the Contractor's network. See section 23.7 Security.

20. Tracking

- 20.1 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.

- 20.2 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.
- 20.3 The Contractor shall adopt procedures to validate all data captured and edited. This means the number of Test Books must match from process to process.
- 20.4 The Contractor must establish database management procedures that can track Test Books into and out of the system.

21. Auditing

- 21.1 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.
- 21.2 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.
- 21.3 An Audit trail of checks conducted as per 19.5 is to be available on request by DET officers.
- 21.4 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 to DET. The Contractor will re-brief editing staff of the required changes, if DET considers the change to be necessary at no cost for DET.

22. Security

- 22.1 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 for the duration of the project.
- 22.2 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 4, 2008 or when the approved data-base in final form is handed over to DET, whichever is the later date. The DET will require all images from the test booklets from government schools to be provided on removable drive and the means to search and retrieve images as required.

Note: DET requires that Tenderers specify the types and levels of Physical and Logical security that is/will be implemented to ensure the high level of protection that this tender requires.

23. Preparation of Reports

23.1 School Report Package Content

- (a) The school report package will include:
- a letter to the Principal detailing what is in the report package and details of how to access their school's results through the School Measurement, Assessment and Reporting Toolkit (SMART)
 - two copies of "NAP-LN Writing Marking Procedures Manual", provided by DET. This is a generic item.
 - a Report to Parents for each student.

The report to Parents is to be folded to DL size before being placed in a window faced envelope together with the generic bench mark letter .

23.2 Printed Parent Reports

- **Report to Parents**

The Report to Parents in folded A3 format, will include:

- a personalised prose statement;
- an indication of the student's performance overall in literacy and 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.

23.3 School Report Package (Media Packs)

- (a) The Contractor will be provided with a print file to print 30 copies of the Primary School Report package. This is a generic report and includes tables plus 10 Report to Parents. The Secondary School Report package will also contain a generic report and includes tables plus 10 Report to Parents for NSW. A separate print file for the ACT will be supplied. However, 10 copies for the ACT will be required.
- (b) DET need sufficient time (24 hours) to view and validate each of the final reports before printing. The Contractor must include this time in its 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 week of receipt of the request from DET.

23.4 Distribution of School Report Packages

- (a) It is mandatory that the School Report Packages be ready for dispatch from 20th August 2008. 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. While distribution is in progress, the Contractor will be required to provide a progressive dispatch report on DAILY and provide proof of delivery, if requested to track down missing packages.
- (f) DET reserves the right to charge the Contractor for any expenses incurred by DET 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 it that the report packages have been dispatched.
- (h) The Contractor will accept all costs for reprinting and dispatching of incorrect reports.
- (i) Costs for reprinting owing 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 30th November and any requests made must be printed and dispatched within five working days of the request.

23.5 **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.

23.6 **Final DataSet**

The final dataset incorporating resolution of report concerns is required and is to be provided to the DET via a secure encrypted FTP site by Friday 30th November 2008, plus a spreadsheet of participating schools and student numbers.

23.7 **Security**

The NAP-LN 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

24. Preamble to the Distribution Component

- 24.1 This section covers the packaging and distribution of the test materials, which must arrive in schools no earlier than Monday 18th April 2008 and no later than Monday 6th May 2008.

25. General Requirements for Packaging and Distribution

- 25.1 It is a critical and fundamental requirement that the Contractor meet all performance and delivery dates shown in the Specification.
- 25.2 In the event that printing and distribution are performed in different locations the test material will be delivered to the distribution centre palletised and shrink wrapped.
- 25.3 Upon receipt of the test books the Contractor is to scan the barcode on each test book. The barcode is then used for the purpose of tracking test books to each school and tracking their return to the receiving centre.
- 25.4 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.
- 25.5 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.
- 25.6 The DET will supply a distribution list in an Excel spreadsheet.
- 25.7 The Contractor is to guarantee receipted delivery to approximately 3500 selected schools (including schools in the ACT) by 6th May 2008 and submit an action plan working back from that date outlining their required time to achieve this schedule.
- 25.8 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.
- 25.9 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.
- 25.10 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.

26. Project Timeline for the Distribution Component

26.1 The Contractor is required to comply with the following timeline:

Database of schools, items and quantities to be supplied by DET	1-March-08
Database of student details for overprinting test booklets by	5 March-08
All printed materials for pick and pack supplied to the Contractor	5-April-08
Start distribution to schools	27-April-08
Final date for materials to arrive in schools	6-May-08

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

27.1 The quantities contained in the NAP-LN project are:

Item Number	Details	Quantity	Supplied by
Item 1	NAP-LN Test Book (12 pages) Year 3 Reading	125,000	Contractor
	NAP-LN (12 pages) Year 3 Language Conventions	125,000	Contractor
	NAP-LN 16 pages) Year 3 Numeracy	125,000	Contractor
	NAP-LN (4 pages) Year 3 Writing	125,000	Contractor
Item 2	NAP-LN Test Book (12 pages) Year 5 Reading	125,000	Contractor
	NAP-LN (12 pages) Year 5 Language Conventions	125,000	Contractor
	NAP-LN (16 pages) Year 5 Numeracy	125,000	Contractor
	NAP-LN (4 pages) Year 5 Writing	125,000	Contractor
Item 3	NAP-LN Test Book (16 pages) Year 7 Reading	125,000	Contractor
	NAP-LN (12 pages) Year 7 Language Conventions	125,000	Contractor
	NAP-LN (12 pages) Year 7 Numeracy (calculator)	125,000	Contractor
	NAP-LN (12 pages) Year 7 Numeracy (non-calculator)	125,000	Contractor
	NAP-LN (4 pages) Year 7 Writing	125,000	Contractor
Item 4	NAP-LN Test Book (16 pages) Year 9 Reading	125,000	Contractor
	NAP-LN (12 pages) Year 9 Language Conventions	125,000	Contractor
	NAP-LN (12 pages) Year 9 Numeracy (calculator)	125,000	Contractor
	AP-LN (12 pages) Year 9 Numeracy (non-calculator)	125,000	Contractor
	NAP-LN (8 pages) Year 9 Writing	125,000	Contractor
Item 5	NAP-LN Stimulus Magazines (8 pages) Year 3	125,000	Contractor
	NAP-LN Stimulus Magazines (8 pages) Year 5	125,000	Contractor
	NAP-LN Stimulus Magazines (12 pages) Year 7	125,000	Contractor
	NAP-LN Stimulus Magazines (12 pages) Year 9	125,000	Contractor
Item 6	NAP-LN Writing Stimulus (1 pages) Year 3	125,000	Contractor
	NAP-LN Writing Stimulus (1 pages) Year 5	125,000	Contractor
	NAP-LN Writing Stimulus (1 pages) Year 7	125,000	Contractor
	NAP-LN Writing Stimulus (1 pages) Year 9	125,000	Contractor
Item 7	Pencils with erasers	460,000	Contractor
Item 8	Admin Manual A4 – (30 pages) Years 3, 5, 7&9	15,000	Contractor
Item 9	Teacher Handbook A4 – (30 pages) Years 3 & 5	15,000	Contractor
Item 10	Teacher Handbook A4 – (30 pages) Years 7 & 9	10,000	Contractor
Item 11	Tally Sheets (Generic Y3,Y5,7 & 9) A4 – (single sheet)	90,000	Contractor
Item 12	Testing Session Log Sheets A4 – (single sheet) (Generic Y3,Y5, Y7 & Y9)	200,000	Contractor
Item 13	Fax Header Sheet A4 – (single sheet)	5,200	Contractor
Item 14	Information for Principals Letter A4 – (single sheet)	3500	Contractor
Item 15	Return Address Labels	15,000	Contractor
Item 16	Registered Post Prepaid Labels (If this is the Contractors chosen method)	15,000	Contractor

Item 17	Identification Labels each of five kinds		Contractor
	1: Materials keep secure	15,000	Contractor
	2: Year 3 Test NAP-LN (reading, numeracy, language conventions, writing, reading stimulus)	15,000	Contractor
	3: Year 5 Test NAP-LN (reading, numeracy, language conventions, writing, reading stimulus)	15,000	Contractor
	4: Year 7 Test NAP-LN (reading, numeracy, language conventions, writing, reading stimulus)	15,000	Contractor
	5: Year 9 Test NAP-LN (reading, numeracy, language conventions, writing, reading stimulus)	15,000	Contractor
Item 18	Personalised packing slip	5,100	Contractor
Item 19	Teacher Check list	5,100	Contractor
Item 20	Letters – to be distributed with the packages		Contractor
	1: Admin Manual letter 1xA4 1 side	4,000	Contractor
	2: Test Pack Letter 2xA4 double sided	4,000	Contractor
	3: Large Print Letter 1xA4 single side	1,000	Contractor
	4: School with no students to be tested 1xA4 single side	500	Contractor
	5: Benchmark Letter 2 kinds both A4 single sided	400,000	Contractor
	6: Report Pack Letter 1xA4 double sided	4,000	Contractor
	7: SMART Password Letter 1xA4 double sided	4,000	Contractor
Item 21	Large Print Test Booklets		
	1: Year 3 N18 – Booklets for: Reading, Language Conventions, Writing Numeracy	50	Contractor
	2: Year 5 N18 - Booklets for: Reading, Language Conventions, Writing Numeracy	50	Contractor
	3: Year 7 N18 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	Contractor
	4: Year 9 N18 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	Contractor
	1: Year 3 N24 – Booklets for: Reading, Language Conventions, Writing Numeracy	100	Contractor
	2: Year 5 N24 - Booklets for: Reading, Language Conventions, Writing Numeracy	50	Contractor
	3: Year 7 N24 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	Contractor

	4: Year 9 N24 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	100	Contractor
	1: Year 3 N36 – Booklets for:: Reading, Language Conventions, Writing Numeracy	50	Contractor
	2: Year 5 N36 - Booklets for: Reading, Language Conventions, Writing Numeracy	50	Contractor
	3: Year 7 N36 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	50	Contractor
	4: Year 9 N36 - Booklets for: Reading, Language Conventions, Writing Numeracy Calculator Numeracy Non-Calculator	50	Contractor
22	Black and White test booklet master- loose leaf-A4 Reading Language Conventions Writing Numeracy Y3&5 Numeracy (calculator – non-calculator) Y7&9	1 set per school/co hort	Contractor
23	Calculator Casio fx-82 AU	3,000	Contractor

27.2 DET will supply the distribution list.

28. Items to be Supplied by the Contractor

28.1 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: 460,000

(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: 5,200

(c) **Teacher Check List**

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

Quantity: 5,100

29. Specification for Packaging of Test Materials

- 29.1 The Contractor will be required to pick and pack (under security), Test Books, Stimulus Magazines 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 i.e. itemising accountable numbers by parcel by school.
- 29.2 An example of the packing arrangement for inner and outer cartons can be provided on request.
- 29.3 Schools are to receive Test Books numbered in progressive sequence; missing numbers are to be identified.
- 29.4 Items 1, 2, 3, 4, 5 and 6 (see 27.1) must be packaged into one parcel per cohort, - each parcel must contain each section of the test separately and be security-sealed (taped) and clearly labelled with accountable number sequence listing and identification label (Item 18).
- 29.5 Item 7 Pencils are to be packed separately.
- 29.6 Items 9 to 14 are to be enclosed together in a separate envelope/parcel per cohort and labelled with an identification label (Item 18).
- 29.7 Items 15 & 16, "Return Items" are to be placed in a separate envelope and printed "Return Items".
- 29.8 Item 19 is to be placed on top of the packages as listed above.
- 29.9 The weight of each carton shall not to exceed 16kgs. All cartons must be rigid enough to be stacked at least 4 high without collapsing and recorded in accordance with the preceding instructions. The Contractor must supply packaging material.
- 29.10 The Contractor is not to use labels that indicate its name or other identifying marks. No company logos or identification are to be visible.
- 29.11 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.
- 29.12 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.
- 29.13 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.
- 29.14 An example of how the School Distribution Pack could be packed can be provided on request (Distribution of NAP-LN Materials 2008 - School Distribution Pack).

30. Specification for Distribution of Test Materials

- 30.1 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.
- 30.2 The Contractor is to provide DET with a guaranteed time schedule for distribution. While distribution is in progress, the Contractor will be required to provide a progressive dispatch report on DAILY and provide proof of delivery, if requested, to track down missing packages. All distribution must be completed by Friday 6th May 2008. All materials are to be signed for and each packaged dispatched is to be traceable via the internet.

31. Region and Diocese Distribution

- 31.1 The Contractor will distribute to 89 DET offices and 11 Diocesan Offices throughout the state of NSW the following material.
 - (a) 5 Year 3, Year 5, Year 7 and Year 9 Test Books x 2
 - (b) 10 Stimulus Magazines x 4
 - (c) 2 Teacher Handbooks of each kind
 - (d) 1 letter to directors.
- 31.2 For the ACT 10 copies of each kind as above of (a) and (b) and 10 of (c) and one of (d).
- 31.3 A distribution list will be supplied on disk or by email. All the items to be placed in an envelope (supplied by the Contractor) and receipted delivered.
- 31.4 Separate from the above there is to be one delivery to the Catholic Liaison Officers of:
 - (a) 5 Year 3, Year 5, Year 7 and Year 9 Test Books x 2
 - (b) 30 Stimulus Magazines x 4
 - (c) 5 Teacher Handbooks of each kind
- 31.5 Delivery of material must be handled securely.

Project Timelines NAP-LN 2008

<u>ACTION</u>	<u>Date</u>	<u>Responsibility</u>
All artwork proofs (test books) provided to Contractors	5-Dec-07	DET
All artwork proofs (stimulus magazines) provided to Contractors	5-Dec-07	DET
Above proofs returned to DET for final proofing	8-Dec-07	Contractor
Sign-off by DET of test books and Stim mags for print	14-Dec-07	DET
Proofs of Test Administration Manuals, Teacher Handbooks		
Log and Tally Sheets provided to Contractors	10 Feb-08	DET
Above proofs returned to DET for final proofing	13-Feb-08	Contractor
Sign-off by DET of Test Admin, T Handbook, Log & Tally Sheets	19-Feb-08	DET
All print materials for pick/pack and distribution		
Supplied to Distribution Contractor	1-Mar-08	Contractor
Database of schools, items and quantities to be supplied	1-Mar-08	DET
Database of student details for overprinting test booklets by	5-23Mar-08	Contractor
Commence Overprinting of test booklets	6-Mar-08	Contractor
A record layout to be provided to the Contractor by	1-Apr-08	DET
All printed materials for pick and pack supplied to the Contractor	5-Apr-08	DET
Commence Distribution of test materials to schools	15-Apr-08	Contractor
Test materials not to arrive at school before	18-Apr-08	
DET to provide business rules for the capturing of data from the student test booklets for the scanning and editing software	20-Apr-08	DET
Demonstration of functionality and reliability of the marking software to the satisfaction of DET	30-Apr-08	Contractor
Final date for schools to receive test materials	6 May-08	
Receiving Centre set-up commences	6-May-08	Contractor
Receiving centre ready	12-May-08	Contractor
Test Week	13-15 May-08	DET
Sign off scanning system	16-May-08	DET
Commence Scanning	19-May-08	
	Contractor	
Training of Markers	20-22 May-08	Contractor
Commence Marking Centre Marking	23-May-08	Contractor
Initial sample data from Contractor's system	30-May-08	
	Contractor	
10% sample of available data	6-Jun-08	Contractor
20% sample of available data	13-Jun-08	Contractor
Scanning complete	16-Jun-08	Contractor
50% sample of available data	20-Jun-08	Contractor
Marking Centre finish	25-Jun-08	Contractor
80% sample of available data	27-Jun-08	Contractor
All data validated and complete	4 Jul -08	Contractor
Final date for re-printing of reports requests	30-Nov-08	Contractor