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

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

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

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



Facilities Management is a Business Unit of the NSW Department of Commerce

**Commerce invites this RFQ for and on behalf of the
NSW Government State Contracts Control Board**

REQUEST FOR QUOTATION - 0602410
Provision of
Dedicated Mobile Security Patrol Services to
Schools in the Greater Sydney Metropolitan areas
of NSW

For Department of Education and Training

Under SCCB Contract 0302682

Issue Date: 27TH October 2006
Tender Briefing: 7th November
Closing Date: 15th November 2006
Closing Time: 9:30am Sydney Time

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1. CONTEXT AND BACKGROUND

1.1 General Information

The mission of the Safety and Security Directorate, Department of Education and Training, is to work in partnership with schools to achieve greater levels of safety for staff and students. This is achieved by improving the physical security of schools, implementing crime prevention strategies and supporting schools through serious incidents involving violence, weapons, illegal drugs or major criminal behaviour.

1.2 Background to Requirement

NSW Department of Education and training is seeking quotations in accordance with the terms and conditions of NSW State Contracts Control Board Contract No. 0302682, for the provision of Security Services to nominated Education Facilities in Greater Sydney Metropolitan Region in New South Wales.

This Request For Quotation (RFQ) is invited from a selected number of Service Providers listed under the Panel for Whole of Government Security Contract No. 0302682, that are suitably qualified to provide Security Services for Dedicated Mobile Security Patrol Services during each school vacation period and "On-Request" service.

Full details of the required deliverables are provided in the Specifications in this RFQ.

This Request for Tenders (RFT) is for the provision of mobile security patrol services to schools during school holidays for the NSW Department of Education and Training (DET). The periods are as follows:

Autumn season (Friday 6 April 2007 to Monday 23 April 2007),

Winter season (Friday 30 June 2007 to Monday 16 July 2007),

Spring season (Friday 28 September 2007 to Monday 15 October 2007);

Summer season (Friday 21 December 2007 to Monday 28 January 2008).

The contract may be extended for three (3) subsequent school vacation periods, each separately exercisable as options, comprising Winter, Spring and Summer Vacations 2007.

This RFT is for the provision of mobile security patrol services to schools in twenty two (22) School Education Areas (SEA's) as follows, with each SEA to be awarded as a separate contract:

**REQUEST FOR QUOTATION FOR PROVISION OF DEDICATED MOBILE SECURITY PATROL
SERVICES TO SCHOOLS IN THE GREATER SYDNEY METRO AREAS**
RFQ 0602410 / 0302682

Note: The School Names and Addresses are available on the Dept of Education and Training website:

http://www.det.nsw.edu.au/special/final/proposed_regions/intro.html

School Education Areas
Central Coast Tuggerah
Lake Macquarie
Central Coast Brisbane Waters
Shellharbour
Wollongong
Hornsby
Northern Beaches
Ryde
Bankstown
Campbelltown
Fairfield
Granville
Liverpool
Bondi
Port Jackson
St George
Sutherland
Blacktown
Mount Druitt
Parramatta
Penrith
Windsor

http://www.det.nsw.edu.au/special/final/proposed_regions/intro.html

A maximum of one (1) Contractor will be appointed for each SEA.

Tenderers may submit tenders for any or all of the twenty two (22) SEA's. Tenders for a part of the work for any SEA will not be considered. The required Services may involve both the continuous patrolling of schools in the SEA and also responding to DET directions to proceed to specific schools within the SEA.

For each SEA, Tenders are invited for the following two service options:

- (a) A 'twenty four (24) hour x seven (7) days per week' Service

This service option is for the provision of one (1) Security Officer complete with motor vehicle and necessary equipment on a (24) twenty-four hour (7) seven-days-a-week basis for the term of the Contract.

- (b) **An 'On Request' Service (with a minimum of four (4) hours)**

This service is for the provision of one (1) Security Officer complete with motor vehicle and necessary equipment on an as required basis to provide services within the SEA. The required hours and duration of service, with a minimum of (4) four hours per shift, would be determined by DET based on the Department's needs. This service may also be used outside of school vacation periods.

For each SEA for which a tender is submitted Tenderers must tender a price for both services described in 1.2 (a) and (b).

Depending on the merits of the Tenders received, and on the availability of funds, DET could elect to satisfy its requirements through any combination of services described in 1.2 (a) and (b) above. For example, DET could award a contract in a SEA for:

- ☐ **One (1) Security Officer on a twenty-four (24) hour (7) seven-days-a-week basis (i.e. (a) above); or**
- ☐ **One (1) Security Officer on an hourly basis minimum (4) four hours where and when required within the SEA (i.e. (b) above); or**
- ☐ **One (1) Security Officer on a (24) twenty-four hour (7) seven-days-a-week basis plus one (1) Security Officer on an hourly basis where and when required (i.e. combination of (a) and (b) above).**

While Tenderers may submit a tender for any SEA, they must state the maximum number of SEA's that they are capable of servicing if awarded the contracts. Tenderers may also indicate an order of preference for SEA's.

The Department of Education and Training Central Monitoring Station (or its representative) will be responsible for coordinating the provision of "On Request" mobile patrol services on an as required basis.

The Contractor shall be entirely responsible for the complete management of the mobile patrol services. The Contractor is to electronically track and capture the patrol vehicle's movements and electronically relay such data to the DET School Security Unit for purposes of validation. Tenderers are

required to include in their prices for the complete management of this service.

The electronically captured information shall include: - patrol vehicle movements; on/off site times; shift times; site visits per shift; alarm dispatches and outcomes; response times; service monitoring. The data is to be lodged with the DET, School Security Unit within 24hrs.

The Contractor shall ensure all vehicles are fitted with a Global Positioning system (GPS) Navigational instrument to enable Security Officers to attend school sites promptly.

2. CONSTRAINTS AND CONDITIONS OF QUOTATION

2.1 Where to Obtain this RFQ

A respondent may obtain either a hard copy or an electronic copy of this Request for Quotation (RFQ).

NSW Department of Commerce has adopted an electronic system using the Internet that has the capacity to view, download, order the RFQ and for the lodgement of responses of quotation.

RFQ Hard Copy may be:

1. Viewed (at no charge) between 8:30 am and 4.00 pm Monday to Friday (except public holidays) by prior arrangement (02 9372 8900) at:
Tenders Office
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW
2. Ordered by telephoning (02) 93728900. A fee of \$110.00 is charged for a hard copy and delivering by post.
3. Ordered through the NSW Department of Commerce Tendering website at <https://tenders.nsw.gov.au/commerce> following the instructions on the site for a hard copy order (cost \$110.00)

An electronic copy of the RFQ may be viewed and downloaded from the Internet at the NSW Department of Commerce Tendering website at <https://tenders.nsw.gov.au/commerce> at no cost.

A prospective respondent is encouraged to obtain the RFQ and lodge a response electronically through the NSW Department of Commerce Tendering website.

In order to download an electronic copy of the RFQ, a respondent must first register as a site user.

RFQ electronic version:

A Respondent should follow the instructions on the site to view a Quotation. To locate and view a Quotation and its Quotation Summary, follow the instruction on the NSW Department of Commerce eTendering website:

1. First locate the RFQ by using the Tendering Search, or by looking at the Current Tender Listings screen where the additional Search function may also be used.
2. You may see some details of the Quotation by accessing them through the 'Viewable Copy' button. This function is provided to assist in making a decision to obtain a 'Responsible Copy' of the Quotation.
3. Download the 'Responsible Copy' files from the website by selecting the 'Responsible Copy' button (if one (1) appears for that Quotation) and then follow the steps and the instruction on the NSW Department of Commerce eTendering website.

2.2 Submission of Quotations

The submission of quotations on time is essential and no time extensions will be given. Quotations must be received by the closing date and time.

In order to participate in this tender process, interested qualified parties must complete all the Returnable Schedules, and submit their quotation by:

9.30am on Wednesday 15 November 2006:

To Commerce Tender Boxes:

Electronic tendering: <https://tenders.nsw.gov.au/commerce>

Search for RFT '0602410' and follow the instructions

OR

McKell Tender Box
NSW Department of Commerce
Level 3 McKell Building (ground floor, west)
2-24 Rawson Place
SYDNEY NSW 2000

Mark your response: 'RFT 0601652 – Invitation to Lease and Operate the Pavilion on the Park Restaurant and Kiosk– RBG'

OR

Facsimile Tender Box: 02 9372 8974

Mark your response: 'RFT 0602410 – Provision of Dedicated Mobile Patrol Services for Sydney Metropolitan Schools'

Note: Should more than one lodgment be made, through one or more of the above alternate lodgment methods, each submission lodged should be marked clearly as to whether it is a copy, an alternative tender, or whether the submission replaces another submission.

If a respondent intends to submit by facsimile or electronically, it must consider the following:

- a. The Tenders facsimile machine and Commerce Tenders website are at their peak at 9:30am on the morning when many tenders and quotations may be closing.
- b. It is recommended that quotations be submitted where possible well before before the closing date and time.

2.3 Copies

If the quotation is not submitted electronically, the Respondent must submit:

- a. 1 (one) copy of the quotation; and
- b. Full version of the quotation response on a CD-ROM or an IBM compatible 1.44MB floppy disk in a file format that can be read, formatted, displayed, manipulated and printed by Microsoft Word 97. In the case of any inconsistency, the hard copy will be treated as the definitive version.

2.4 Electronic Quotations To The Commerce Tendering Website

Respondents are strongly encouraged to lodge their quotation electronically through the Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>. Quotations submitted electronically will be treated in accordance with the NSW Electronic Transactions Act 2000.

The Respondent, by electronically submitting its quotation, is taken to have accepted the conditions shown herein and on the Commerce Tenders website.

The SCCB may decline to consider for acceptance any quotations that cannot be effectively evaluated because they are incomplete or corrupt.

A Respondent must observe the following format for submissions:

- a. Electronically submitted quotations must be submitted in a file format, which can be read, formatted, displayed and printed by Microsoft Word 97;
- b. Electronically submitted quotations should be below 7 Megabytes (MBs) in size. The Commerce Tenders website may not be able to accept all submissions above this size at time of lodgment;
- c. Respondents may, optionally, compress electronically submitted quotations in any format that can be decompressed by WinZip. Respondents must not submit self-extracting (*.exe) zip files;
- d. Respondents must not change existing text in the RFQ other than to insert the required information.

Signatures are not required for quotations submitted to the Commerce Tenders website. Respondents must ensure that quotations are authorised by the person or persons who may do so on behalf of the Respondent and appropriately identify the person's and company position, indicating the person's approval of the information communicated.

Electronically submitted quotations may be made corrupt or incomplete, for example by computer viruses. The SCCB may decline to consider for acceptance any quotations that cannot be effectively evaluated because they are incomplete or corrupt. Note that:

- a. To reduce the likelihood of viruses, Respondents must not include any macros, applets or executable code or files in the quotations;
 - b. Respondents should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus checking program before submission;
 - c. Respondents are encouraged, after virus checking and before submission, to verifiably archive files to be electronically submitted, for example on a CD-ROM or remote archive site; or use a Trusted Third Party Timestamp to verify files completed before the closing date and time.
- a. If a Respondent experiences any difficulty with the Commerce Tenders website in submitting a quotation or otherwise, it is encouraged to advise the Contact Officer.

An electronic quotation will be considered received at the time when the electronic communication of the quotation is securely stored in the Commerce eTendering system.

**REQUEST FOR QUOTATION FOR PROVISION OF DEDICATED MOBILE SECURITY PATROL
SERVICES TO SCHOOLS IN THE GREATER SYDNEY METRO AREAS
RFQ 0602410 / 0302682**

When a quotation is received in the Commerce Tenders website, a unique receipt acknowledgment number will be displayed on the screen and an official e-mail confirming receipt of the quotation will be sent to the e-mail address shown in the Tenderer's registration on the system.

For reasons of security, Commerce staff are prevented from interrogating the electronic system to ascertain whether quotations have been received or for any other reason, until the closing date and time. The e-mail confirming receipt is the only evidence of submission available.

2.5 Enquiries

All other enquiries in relation to this RFQ must be directed to:

Joseph Nassif
Contract Officer
Office of Public Works and Services
Department of Commerce
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 7578
Fax: (02) 9372 7552
Email: joea.nassif@commerce.nsw.gov.au

Any information given to a respondent to clarify any aspect of this RFQ will also be given to all other respondents if in the Board's opinion the information would unfairly favour the inquiring respondent over other respondents.

Access to amendments, addenda, notices, or changes to tender period will be from the Commerce tendering web site, and emails will be forwarded, to those who have downloaded or orders RFQ documents, advising of their availability.

2.6 Nature and duration of Agreement

The Requirement is to be met by means of an Agreement between the Department of Education and the successful tenderer in accordance with the terms and conditions of NSW State Contracts Control Board Contract 0302682 – Provision of Security Guard Services and Professional Security Advisory Services

The Agreement will be for a term of one (1) year plus option to extend the contract for a further three by one (3 x 1) year periods.

The agreement will be subject to the conditions of the prevailing State Contracts Control Board Contract for the supply of Security Guard Services and Professional Security Advisory Services, where the successful respondent is on the panel of Contractors for Contract No. 0302682. The conditions, and terms other than price, of Contract No. 0302682 will apply.

2.6 Variation to the SCCB Contract

No variations to the contract

2.7 Basis of Quotation Selection / Award of Agreement

Quotation are invited for the Provision of Dedicated Mobile Security Patrol Services to Schools in the Greater Sydney Metro Areas to comply with the specification detailed in Section 4 of this RFQ.

The successful supplier will be determined from an evaluation of Quotation responses in accordance with the Selection Criteria detailed in Section 3.

2.8 Eligibility to Quote

Suppliers contracted under the NSW State Contracts Control Board Contract No. 0302682 – Provision of Security Guard Services, can only submit quotations.

2.9 Late Quotations

In accordance with the NSW Government Code of Practice for Procurement, late quotations will not be accepted, except where the integrity and competitiveness of the quotation process has not been compromised.

2.10 Extension of the Closing Date and Time

The State Contracts Control Board may, in its discretion, extend the Closing Date and Time.

2.11 Disclaimer

The NSW Government is not committed contractually in any way to those organisations whose registrations are accepted. The issue of this Quotation does not commit or otherwise oblige the Government to proceed with any part or step of the process.

2.12 Ownership

All information submitted in response to the Quotation by any Respondents shall become the property of the State Contracts Control Board (SCCB). All ownership in such documentation shall vest entirely with the SCCB.

2.13 Disclosure of Information

No potential Respondent shall disclose any information relating to this Quotation process or the required services via any media release or any other publication without prior written consent of State Contracts Control Board.

State Contracts Control Board has no objection to the potential Respondent copying the Quotation document only for internal working purposes in preparing the response.

2.14 Corruption or Unethical Conduct

If a Respondent or any of its officers, employees, agents or sub-contractors is found to have:

1. Offered any inducement or reward to any public servant or employee, agent or subcontractor of Public Works and Services, the Client Agency, or the NSW Government in connection with this Quotation or the response.
2. Engaged in corrupt conduct within the meaning of the Independent Commission Against Corruption Act 1988.
3. A record or alleged record of unethical behaviour.

This may result in the Quotation not receiving further consideration.

The SCCB is under no obligation to do so, but may, in its discretion; invite a relevant Responder to provide written comments within a specified time before Public Works and Services excludes the Respondent on this basis.

2.15 Site Inspection

Site inspections would be conducted as follows:

A tender briefing session for all interested parties will be held at the School Security Unit of the Department of Education and Training, 164, Walters Road, Blacktown NSW 2148 at 10.45 am – 12.15pm on 7th November 2006

Attendance by tenderers at the tender briefing including the existing contractor is highly desirable.

Representatives from Department of Education and Training and Commerce will be available at this time to answer any queries.

Attendance at the briefing will be limited to a maximum of two (2) senior representatives from each organisation.

It is also necessary for tenderers proposing to participate in the tender briefing to register their intention to participate to ensure sufficient seating capacity is provided.

Registrations can be made and further information obtained on the program by contacting:

Osman Ahmet
Department of Education & Training
School Security Unit
164 Walters Road
Blacktown NSW 2148

Telephone: (02) 9672 2035
Fax: (02) 9622 5740

Attendance at the Site Inspection is **highly desirable**.

Should any matters related to the Specification require clarification as a result of the Site Inspection, the matter must be referred in writing to the office of Public Works and Services.

No information given verbally during the Site Inspection will be binding on the Department of Education and Training or Public Works and Services.

2.16 Clarification

During the quotation invitation period, respondents may seek clarification of the quotation requirement through the nominated contact officer. Where a clarification given to one (1) respondent provides significant information about the quotation, this information will be sent to all other potential respondents.

2.17 Withdrawal of Services

NSW Department of Education and Training reserves the right to source an alternate supplier if the successful respondent no longer provides a competitive price or quality service providing value for money.

2.18 Termination

Termination of the Customer Contract will be in accordance with the terms and conditions of NSW State Contracts Control Board Contract 0302682.

2.19 Pricing

Quoted rates shall be fixed rates for the first twelve months of the Customer Contract, shall be in Australian dollars and quoted as inclusive of GST.

Price basis and settlement discount will be in accordance with the terms and conditions of NSW State Contracts Control Board Contract 0302682.

Individual items not described separately in the Pricing Schedules and necessary for the completion of the works, or any part thereof, shall be deemed to be included in those items listed in the Pricing Schedules.

The Respondent shall satisfy herself / himself as to the meaning of every item in the Pricing Schedules, and the prices included in these schedules shall be deemed to cover all the Respondent's obligations in the undertaking, completion of the requirement. No claim for additional payment will be allowed for any error or misunderstanding by the Respondent in this respect.

The Respondent shall be deemed to have:

- Examined the RFQ and any other information made available in writing by the Customer or its Consultant for the purpose of quoting;
- Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Response which is obtainable by the making of reasonable inquiries; and
- Satisfied themselves as to the correctness and sufficiency of their Responses including quoted prices that shall be deemed to cover the cost of complying with all the conditions of the RFQ, State Contracts Control Board Tender 302682 and of all matters necessary for the due and proper performance and completion of the work described in this Request for Quotation.
- The Contractor has made allowance to pay the Principal a Management Fee (3% of the value of deliverables) in accordance with clause 6.11 of the SCCB 302682

2.20 Price Variation

Price variation methodology should be in accordance with the Contract No. 0302682, however with prejudice the following applies:

The Contractor may at any time propose 'value added' services.

2.21 Quotation Processing and Acceptance

The procedures set out by the State Contracts Control Board will be followed regarding opening of Quotation, their evaluation, approval and notification of result. Quotation responses shall remain the property of Public Works and Services.

Public Works and Services is not bound to accept any Quotation and may accept part or parts of a Quotation.

The lowest priced Quotation will not necessarily be accepted since Public Works and Services is committed to seeking value for money.

2.22 Agreement

The Agreement governing the RFQ is the SCCB Panel Contract 0302682 – Provision of Security Guard Services.

Where there is any inconsistency between the head Contract and the RFQ, conditions in the RFQ shall take precedence.

2.23 Security and Confidentiality

This document is to be regarded as Commercial-in-Confidence and the NSW Department of Education and Training requirement and other associated reference documents should be considered as confidential.

The respondent is not to disclose any information contained in this RFQ, or to make any public statements in relation to this RFQ or to the subsequent awarding of any Contract pursuant to this RFQ without the prior written authorisation of Department of Education and Training.

The respondent and/or the respondent's staff must observe the requirements of the Privacy and Personal Information Protection Act 1998 and ensure that the activities of Department of Education and Training and its personnel remain strictly confidential.

3. EVALUATION

3.1 Request for quotation

Indicatively, any non-conforming response will not be considered for selecting a supplier. Where there is no response to a condition of the tender document the tenderer shall be deemed not to comply with the stated requirement for evaluation purposes.

3.2 Evaluation Criteria

In addition to common Selection Criteria listed in SCCB Contract No. 0302682, the criteria listed here also apply to this RFQ.

The evaluation of the responses will be based on compliance to non-price mandatory selection criteria listed in this RFQ. These criteria as well as the quoted prices will be used to determine the quotation that represents the best value for money.

Contractors on the panel are advised to respond clearly to all the evaluation criteria listed in this RFQ.

Failure to fully comply with the below given mandatory criterion will result in automatic exclusion without further consideration.

3.3 Mandatory Selection criteria

- (a) Rates for the services
- (b) Names and contact details of three (3) referees at sites where the Contractor has previously provided these services.
- (c) Demonstrated capacity in terms of resources and ability to service the contract. Photographic evidence of uniforms and vehicle markings, along with photos of other relevant supporting criteria is sought to enable the evaluation committee to quickly and reliably quantify the tenderers application.
- (d) The Department of Education and Training reserves the right to appoint an independent auditor to inspect books, records and accounts, etc., of the tenderer's company to determine the accuracy of the information provided in the tender application and undergo a satisfactory Site Inspection, if required.
- (e) The company must be prepared to lodge a security deposit in the form of an unconditional Bank Guarantee for the value of \$10,000.00. The Bank Guarantee will be required to be in the form prescribed by the NSW State Contracts Controls Board. This security cover will then act as a cover against damages and will be returned at the end of the contract.

- (f) The Company must have relevant insurance cover as stated in the SCCB contract 302682 tender document.
- (g) The Company must comply with all statutory requirements and award conditions
- (h) Evidence of written procedures or documentation relating to existing management and safety systems.

The criteria detailed above is not in any particular order and not necessarily exhaustive or to be given equal weight. Many factors will contribute to the assessment. Information supplied in response to the various sections of the Request for Tender will be taken into account in the evaluation against each criterion.

Assessment of tenders will be undertaken by an Evaluation Committee, which may comprise of representatives from the Department of Education, Department of Commerce, Specialists agency and representatives from the Parents & Citizens Association of NSW.

The Evaluation Committee reserves the right to consult nominated referees to further satisfy itself as to the suitability of the Tenderer. Tenderers may be called upon at their expense to make a presentation of their proposal to the committee as part of the evaluation process.

Tenderers are advised that should evaluation of tender pricing reveal any inconsistency in the level of pricing against the various categories or any other matter considered appropriate the Evaluation Committee reserves the right to enter into formal discussions with the tenderer to clarify any such inconsistencies

The Department of Commerce and the Department of Education and Training reserves the right to appoint a Contractor for any one (1) or a combination of schools listed in the SCCB Contract 302682.

4. SPECIFICATION AND OPERATIONAL REQUIREMENTS

4.1 Scope of work

- 1) The NSW Department of Education and Training is seeking to establish a contract with a supplier(s) to provide the following security services:

- a) 24 (twenty four) hour x 7 (seven) days per week Service
- b) On Request Service with a minimum of 4 (four) hours

School locations are attached in the form of an attachment.

- 3) The RFQ can be submitted for one (1) School Education Area or more School Education Areas; provided the nominated site/sites are within the regions the supplier is contracted under the Head Contract No. 0302682.
- 4) The contract shall operate for a period commencing from 1st December 2006 to 30th November 2007 with an option to extend the contract for a further three by one (3 x 1) year periods.

4.2 Specification of services to be supplied

- (a) '24 hour x 7 days per week' Service

This service is for the provision of one (1) Security Officer complete with motor vehicle and necessary equipment, and in accordance with all other requirements of the Contract, on a (24) twenty four hour (7) seven days a week basis for the Term of the Contract. Time spent by Security Officers in travelling to the first school site on each duty shift and from the last school site on each duty shift shall not be billed to DET.

The required Services may involve both the continuous patrolling of schools in the SEA and also responding to DET directions to proceed to specific schools within the SEA.

A reference to one (1) Security Officer and one (1) vehicle does not necessarily mean that the same Security Officer or vehicle must be used throughout the nominated time period. It is a reference to the exact number of Security Officers and vehicles which must be used at all times throughout the nominated time period of the Mobile Patrol;

The Department's Representative may require any number of Mobile Patrols at any time, but makes no commitment to any specific number of patrols which may be required.

Response time

If DET directs the Security Officer to proceed to a nominated school then the Security Officer is required to:

- (a) Immediately commence travel to the nominated school;
- (b) Travel to the nominated school using the most direct route;
- (c) Notify DET of any delay or anticipated delay in reaching the nominated school.

List of Schools to be patrolled

The DET will provide the Contractor with a schedule of schools to be patrolled no later than forty eight (48) hours prior to the commencement of each vacation period.

The Contractor is to continuously patrol the schools in the order designated on the list of schools, unless otherwise directed by DET.

Travelling Time to and from Duty Shift

Time spent by Security Officers in travelling to the first school site on each duty shift and from the last school site on each duty shift shall not be billed to DET.

Exclusive Service

During each duty shift, the Security Officer and vehicle must be engaged exclusively for the provision of Services under the Contract.

(b) 'On Request' Service (with a minimum of 4 (four) hours)

This service is for the provision of one (1) Security Officer complete with motor vehicle and necessary equipment, and in accordance with all other requirements of the Contract, where and when required within the SEA.

The required Services may involve both the continuous patrolling of schools in the SEA and also responding to DET directions to proceed to specific schools within the SEA.

The specific number of Security Officers and the required hours and duration of service required shall be determined by DET based on the Department's needs.

A reference to one (1) Security Officer and one (1) vehicle does not necessarily mean that the same Security Officer or vehicle must be used throughout the nominated time period. It is a reference to the exact number of

Security Officers and vehicles which must be used at all times throughout the nominated time period of the Mobile Patrol;

The Department's Representative may require any number of Mobile Patrols at any time, but makes no commitment to any specific number of patrols which may be required.

Travelling Time to and from Duty Shift

Time spent by Security Officers in travelling to the first school site on each duty shift and from the last school site on each duty shift shall not be billed to DET.

Response times for On-Request Services

Request for Service

The required response time for an On Request Service is a maximum of two (2) hours, measured from the time of receiving the request from DET to the time of arrival at the site nominated by DET within the SEA. Time spent by Security Officers in travelling to the first school site on each duty shift and from the last school site on each duty shift shall not be billed to DET.

Direction to Proceed to a nominated school within the SEA

Once a Security Officer is engaged on a shift, if DET directs the Security Officer to proceed to a nominated school then the Security Officer is required to:

- (i) Immediately commence travel to the nominated school;
- (ii) Travel to the nominated school using the most direct route;
- (iii) Notify DET of any delay or anticipated delay in reaching the nominated school.

List of Schools to be patrolled

DET will provide the Contractor with a list of schools to be patrolled at the time of requesting the On Request Service.

The Contractor is to continuously patrol the schools in the order designated on the list of schools, unless directed by DET.

Exclusive Service

During each duty shift, the Security Officer and vehicle must be engaged exclusively for the provision of Services under the Contract.

GENERAL

The Contractor shall:

- (i) Ensure that all vehicles are equipped with electronic security systems such as "QuikTrak" or similar Vehicle Tracking System, GPS such as Navman or similar Global Positioning System and that the Security Officer is familiar with its operation;
- (ii) Establish and maintain in place a management process and system to ensure the timely and comprehensive management of performance and services;
- (iii) Have a senior staff member available (twenty four) 24 hours a day to respond to enquires/ complaints/ request for extra services from DET;
- (iv) Provide personnel able to perform security services at the highest standard.
- (v) Upon request, supply any other information the Principal's Representative may require to verify compliance with the contract; and
- (vi) Ensure that any information supplied to the NSW Department of Education and Training by the Contractor at any time is true and correct to the best of the Contractor's knowledge and belief.
- (vii) Upon request make available to the Principal's Representative at any time between 9.00 am and 5.00 pm, Monday to Friday, the following records for inspection, in order to verify compliance with the contract: -
 - (i) all staff rosters;
 - (ii) all staff pay and allowance records;
 - (iii) all Security Industry Act Licences, including Master Security Licence;
 - (iv) all Company Registration documents;
 - (v) all Business Name Registration documents;
 - (vi) all docket books and log sheets kept in respect of services provided pursuant to the contract;
 - (vii) all insurance policies;
 - (viii) all drivers licences, vehicle registration, vehicle insurances and road worthiness certificates; and
 - (ix) Any other documentation requested by the Principal's Representative relevant to the Contractor's performance of the contract.

- (viii) Ensure the Contractor's personnel, including Control Room personnel, are appropriately licensed under the Security Industry Act, 1997, and in addition carry and display the appropriate licences on their person at all times;
- (ix) Ensure that all Security Officers have received adequate training to provide the security services and that they have any approvals required to operate any security equipment used or installed in the DET designated sites;
- (x) Ensure the Security Officers are familiar with the layout of the sites nominated in the Contract, particularly having regard to the location of fire appliances and areas of highest security risk;
- (xi) Ensure the Security Officers are familiar with which keys give access to which buildings within the site;
- (xii) Ensure the Security Officers are equipped with two-way radio communication and mobile telephones capable of communicating with the Contractor Control Room and/or DET's Central Monitoring Station (CMS) at all times during a shift of duty;
- (xiii) Ensure the Security Officers are in full company uniform at all times which has been approved by the DET School Security Representatives;
- (xiv) Supply, and ensure their personnel carry, the Contractors Photographic Identification Card at all times while on duty;
- (xv) Ensure that no unauthorised or unlicensed persons accompany Security Officers in the performance of the contract. DET retains the right for a person nominated by DET to accompany Security Officers in the performance of the contract;
- (xvi) Ensure that where an order is issued by the DET, the Contractor will perform the ordered duties until the time notified by the DET that the service is to cease;
- (xvii) Attend any school within the SEA to which the Contractor is directed by the Department's Representative to attend for the purpose of protecting the Department's property or persons lawfully using the Department's property;
- (xviii) Ensure that any patrols requested by the Department's Representative are carried out strictly in terms of the Contract or otherwise instructed in the order;

**REQUEST FOR QUOTATION FOR PROVISION OF DEDICATED MOBILE SECURITY PATROL
SERVICES TO SCHOOLS IN THE GREATER SYDNEY METRO AREAS
RFQ 0602410 / 0302682**

- (xix) Supervise Security Officers to ensure that patrols are carried out in accordance with the provisions of the contract;
- (xx) Immediately notify the Department's Representative if the Security Officer performing mobile patrols detects any breach of security;
- (xxi) Take all reasonable action necessary to ensure the property occupied by the DET is secure and free from risk of damage or theft;
- (xxii) Take all reasonable action necessary to ensure that persons using the property occupied by the DET are not exposed to risk of injury or death;
- (xxiii) Take all reasonable actions necessary to ensure that persons committing offences involving property occupied by the DET and/or offences against persons lawfully on or using property occupied by the DET are dealt with according to law;
- (xxiv) Ensure that staff do not smoke on NSW Department of Education and Training premises or consume alcohol during rostered periods of duty and ensure that they do not have blood alcohol level in excess of 0.05 ppml on commencement of rostered duty.
- (xxv) Ensure all Security Officers use the patrol response dockets, fire reports and incident report forms supplied by DET;
- (xxvi) Surrender to DET, within twenty four (24) hours of a request to do so, all patrol response dockets, fire reports, patrol schedules, DET issued keys, incident reports and any other equipment supplied by DET relating to the Contract. All such records will remain the property of the DET;
- (xxvii) Surrender to DET, within twenty four (24) of the expiry or termination of the Contract, all patrol response dockets, fire reports, incident reports, keys and vehicle tracking systems relating to the Contract.
- (xxviii) Accept that all union disputes involving personnel employed by the Contractor for the maintenance of the contract are the sole responsibility of the Contractor;
- (xxix) Ensure that each and every member of staff is alert, courteous, helpful, efficient and conscientious;
- (xxx) Ensure that each and every member of staff is fully conversant with the physical environment in which he or she works;
- (xxxi) Ensure that the reputation and character of each and every member of staff is beyond reproach and that they possess an abundance of common sense to enable them to cope with any situation which may rise in the course of their duties.

- (xxxii) Accept that the onus of proof of the provision of any service shall rest with the Contractor;
- (xxxiii) Ensure that the Contractors' Patrol Officers attend an Induction Meeting to be held at the DET Security Unit, 164 Walters, Blacktown at the commencement of each vacation period at the direction of the DET Security Unit and the Patrol Officers carry this Induction Card whilst performing any duties on departmental premises.
- (xxxiv) Ensure that Replacement Patrol Officers are similarly inducted by the DET prior to commencing any duties on DET premises.
- (xxxv) Ensure that the Contractors' Management together with DET Staff conduct an inspection and performance review of the Services at the completion of each vacation period. The Contractors written report of the findings is to be lodged with the DET within two (2) days after such inspection and review.
- (xxxvi) Ensure that on each patrol (tour of duty) that all schools doors and windows are closed and secured.
- (xxxvii) Ensure that the Contractor will be responsible for the replacement or cost of any departmental issued equipment which the Contractors staff damage or misplace.
- (xxxviii) Ensure that all shift changeovers are conducted within the School Education Area which the service is being performed in and Department of Education and Training Representative is to be informed of the changeover location and times prior to the service being commenced.
- (xxxix) Ensure that meal breaks are not taken three (3) hours after commencement of shift and three (3) hours prior to conclusion of shift. All meal breaks are not to clash with changeover times. Security Officers are to call their meal breaks immediately after departing the last patrolled site.
- (xl) Ensure that no staff work longer than a twelve (12) hour shift, and each staff member shall have a minimum eight (8) hour rest before commencing on site. No change to the officer's minimum rest period and maximum hours per shift shall be permitted without prior agreement in writing of the Principal's Representative.
- (xli) Ensure that no staff performs any duties on NSW Department of Education and Training property in excess of sixty (60) hours in a 168 hour period.

**REQUEST FOR QUOTATION FOR PROVISION OF DEDICATED MOBILE SECURITY PATROL
SERVICES TO SCHOOLS IN THE GREATER SYDNEY METRO AREAS
RFQ 0602410 / 0302682**

- (xlii) Ensure that no staff takes prescribed drugs prior to or during the shift that adversely affects an Officer's ability to perform the required duties in the required manner.
- (xliii) Ensure that the Contractor's security officer logs on or off the Departmental site via any electronic service monitoring system such as Global Positioning System (GPS), Bar-coding, or any other device the Department of Education and Training require the Contractor to use from time to time. The Department of Education and Training will issue a variation to the contractor if this system is introduced.
- (xliv) Ensure that their security staff are thoroughly conversant with all security instructions, standing order and arrangements within the Department of School Education sites and all staff comply with these arrangements at all times.
- (xlv) Establish a staffed Control Room other than a paging, answering or mobile phone message bank service (24) twenty four hours per day, (7) seven days per week by at least one (1) person which is accessible by telephone and or radio and capable of coordinating the response to a call for emergency contract security services within the nominated time as set out in Section 6 of this tender for any such request being made.
- (xlvi) Ensure that all vehicles used are clearly marked with the Contractor's company logo and name, unless otherwise agreed to by the Department of Education and Training.
- (xlvii) Ensure the Contractor's security personnel are in full company uniform and wear their security licences and company identification at all times whilst on duty unless written orders are placed to override this clause;
- (xlviii) Ensure all records of security operations are maintained by security staff using only report forms and occurrence log books approved by the Department of Education and Training;
- (xlix) Ensure all relevant information pertaining to security operations of the Department of Education and Training are recorded and adherence to a single standard when recording such information in all log books and report forms as per the directions given by the Department of Education and Training Representative;
- (l) Will surrender to the Department of Education and Training Representative completed security occurrence logs, reports and other records maintained by the Contractors staff for the purposes of this contract. All security records will remain the property of the Department of Education and Training;

- (li) Ensure all officers are physically fit, qualified, mentally alert and able to perform the service at the highest level and perform the following functions:
 - (a) be capable of performing the walking component;
 - (b) bend, stoop or work with hands above shoulder level
 - (c) talk intelligently in the English language over the telephone, radio and be understood by the public;
 - (d) complete reports and Police statements when required in legible, intelligible handwritten English language without assistance;
 - (e) Ensure that each and every member of staff does not use slang or offensive language and is aware of the requirement to maintain self-control and remain courteous to the public

4. DESCRIPTION OF DUTIES

(a) Patrol of a Site

1. Security Officers are to drive to the school in a safe manner, remaining within the speed limits at all times.
2. On arrival at the site the Security Officer will park the vehicle in the street or school car park and contact the Contractors Control Room or DET Central Monitoring Station by 2-way communication or mobile telephone communications and advise the Contractors Control Room or DET Central Monitoring Station that the Officer is on site and provide the Site Number and School name to the operator.
3. The Security Officer will alight from the vehicle and conduct an examination of the entire site on foot.
4. When conducting an examination the Security Officer will specifically look for open/unlocked doors, open/unlocked windows, broken doors, broken/smashed or cracked windows, broken or cut padlocks, broken water taps/bubblers/pipes etc, signs of fire/vandalism/theft or property damage, signs of substance or alcohol use and any person on site the school.
5. If the Security Officer finds an unsecured area or breach then the Security Officer will contact the Contractors Control Room or DET a Central Monitoring Station and advise of the unsecured/breached area, providing the Control Room with information relevant to the unsecured/breached area such as identification of building, damage etc. In consultation with the DET Central Monitoring Station the Security Officer may enter the premises and endeavour to secure the premises. If the premises cannot be secured and the Security Officer

deems the areas to be a security risk then the DET Central Monitoring Station is to be consulted for further action.

6. If the premises is found to be secure then the Security Officer will complete the issued Patrol Docket and depart the site after leaving the docket in the Administration building or Letter Box and continue patrolling the nominated schools.
7. Prior to the Security Officer departing the site the Officer must contact the Contractors Control Room or DET Central Monitoring Station and advise that the Security Officer is departing the site.
8. The Security Officer will continue patrolling the nominated schools as per the schedule/orders provided by DET

(b) Response of a Site

9. Once a Security Officer is engaged on a shift, if DET directs the Security Officer to proceed to a nominated school then the Security Officer is required to:
 - (i) Immediately commence travel to the nominated school;
 - (ii) Travel to the nominated school using the most direct route;
 - (iii) Notify DET of any delay or anticipated delay in reaching the nominated school.
10. Security Officers are to drive to the school in a safe manner, remain within the speed limits at all times.
11. On arrival at the site the Security Officer will park the vehicle in the street or school car park and contact the Contractors Control Room or DET Central Monitoring Station by 2-way communication or mobile telephone communications and advise the Contractors Control Room or DET Central Monitoring Station that the Security Officer is on site (provide the Site Number and School name to the operator).
12. Security Officers will alight from the vehicle and conduct an examination of the area which the Security Officer has been directed to inspect.
13. When conducting an examination the Security Officer will specifically look for open/unlocked doors, open/unlocked windows, broken doors, broken/smashed or cracked windows, broken or cut padlocks, broken water taps/bubblers/pipes etc, signs of fire/vandalism/theft or property damage, signs of substance or alcohol use and any person on site the school.
14. If the Security Officer finds an unsecured area or breach then the Security Officer will contact the Contractors Control Room or DET

Central Monitoring Station and advise of the unsecured/breached area, providing the control room with information relevant to the unsecured/breached area such as identification of building, damage etc. In consultation with the DET Central Monitoring Station the Security Officer may enter the premises and endeavour to secure the premises.

If the premises cannot be secured and the Security Officer deems the areas to be a security risk then the DET Central Monitoring Station is to be consulted for further action.

15. If the cause of the alarm is Community Users and or School Staff on site who have failed to isolate the alarm, then the Security Officer is to obtain details of the person in charge of the organisation/group on site. Details to be obtained are: name, address, organisation, and proof of identity.

The Security Officer will then witness the isolation of the alarm. If alarm cannot be isolated the Security Officer will contact the Contractors Control Room or DET Central Monitoring Station for consultation as to what action is to be taken.

The full details of the cause of the alarm is to be forward to DET Central Monitoring Station to be recorded for future reference and the cause of the alarm is to be documented on the Response Docket

16. If the cause of the alarm is a breach and offenders are detained the Security Officer will act accordingly to law and contact the Contractors Control Room or DET Central Monitoring Station.
17. If the premises are found to be secure, then the Security Officer will inform the Contractors Control Room or DET Central Monitoring Station and advise the outcome of their findings.

The Security Office will then continue to patrol the remainder of the entire site unless otherwise directed by the DET Central Monitoring Station.

18. Prior to the Security Officer departing the site the Officer must contact the Contractors Control Room or DET Central Monitoring Station and provide;

- (a) The officers findings in relation to the area which was responded to
- (b) Any other findings which can be of interest to the DET Central Monitoring Station such as Malicious damage, Unsecured areas, community users or school staff being onsite

- (c) The Security Officers arrival and expected departure time
 - (d) Security Officers docket number from the DET issued Patrol/Response docket.
19. On receiving clearance from DET Central Monitoring Station to depart the Security Officer will complete the issued Response Docket and depart the site after leaving the docket in the Administration building or Letter Box and continue patrolling the nominated schools as per the schedule/orders provided by DET.

NOTE: **The Contractors Security Officers are only permitted to contact DET Central Monitoring Station only when the DET Central Monitoring Station is directly coordinating the Contractors staff otherwise all communication is to be via the Contractors Control Room.**

**SCHOOL SECURITY UNIT
DEPARTMENT OF EDUCATION AND TRAINING
CONTRACTOR INSPECTION / CHECK SCALE
(5 Points = highest score / 1 Point = lowest score)**

- | | | | |
|-----|--|--|--------------|
| 1. | Accurately record arrival/departure times on the DET docket. | | |
| | Yes – 5 points | | No – 1 Point |
| 2. | Security Officer Uniformed. | | |
| | Yes – 5 points | | No – 1 Point |
| 3. | School Access Keys and Site Plans available. | | |
| | Yes – 5 points | | No – 1 Point |
| 4. | School Access Keys being conveyed securely as per the contract specifications. | | |
| | Yes – 5 points | | No – 1 Point |
| 5. | Security Vehicle appropriately marked. | | |
| | Yes – 5 points | | No – 1 Point |
| 6. | Security Officer attends site promptly and checks correct area. | | |
| | Yes – 5 points | | No – 1 Point |
| 7. | DET docket book checked with events recorded in chronological order. | | |
| | Yes – 5 points | | No – 1 Point |
| 8. | Security Licence Accreditation. | | |
| | Yes – 5 points | | No – 1 Point |
| 9. | Security Officer has good verbal and written communication | | |
| | Yes – 5 points | | No – 1 Point |
| 10. | Overall Perceived Performance. | | |
| | Satisfactory 10 9 8 7 6 5 4 3 2 1 Unsatisfactory | | |

TOTAL POINTS:

PERFORMANCE SCALE: 40 Points or greater = Good; 18 Points or less = Poor.

Note: Poor performance ratings will require a written explanation from the contractor within (3) three working days. Any more than three (3) poor performance reports in a calendar month may result in Termination of the Contract.

4.2A KEYS AND PLANS

All site keys and plans in the custody or control of the Contractor remain the property of the Department of Education and Training at all times and may not be given to any person for any reason, other than with the written permission of the Department of Education and Training. Possession, and not ownership, of these items is given to the Contractor as the Department of Education and Training sees fit to facilitate operation of the terms of the contract.

Possession of the site keys does not in any way infer the currency of the contract and accordingly the Contractor will immediately hand over possession of any or all site keys and plans at any time, to the Department of Education and Training, pursuant to receiving the Department of Education and Training's written request to do so.

If the Contractor fails to comply with this request at any time, the Contractor is liable for any and all costs incurred by the Department of Education and Training, as a result of the Department of Education and Training changing security devices or lock fittings to sites, in respect of which site keys and plans have not been returned on the Department of Education and Training request.

The Contractor shall ensure the safe custody and safe conveyance of Department of Education and Training's site keys and plans and shall bear all costs incurred by the Department of Education and Training in respect of changing locks and keys whenever the Contractor or its security officers lose any keys or plans, as well as the cost of replacing the plans.

Site keys and plans must be kept in a padlocked or key operated metal cabinet fastened to the vehicle and is to be carried securely by the security officers at all times.

4.2D SUB-CONTRACTING

There are no provisions under this contract to utilise the service of Sub-Contracting or the use of Franchisee's.

**4.2E ARRANGEMENTS FOR PROVISION OF SERVICES
DIRECTLY WITH SCHOOLS**

The Contractor shall:-

- (i) Only take instructions in relation to the provision of services pursuant to the contract from officers of the Department of Education and Training, School Security Unit, or the authorised site representative;
- (ii) Accept that the Department is not liable for any costs or fees incurred as a result of the Contractor undertaking a service not authorised by the Department's School Security Unit;
- (iii) Accept that whilst the Contractor is free to make separate arrangements with schools in relation to the provision of extra static guard or patrol services which may be required by individual schools, the cost of providing such services will not be met by the Department of Education and Training, School Security Unit;
- (iv) Invoice schools directly for services arranged between the contractor and the school;
- (v) Notify the Department of Education and Training School Security Unit of all services to be performed outside the contract which has been arranged directly with the schools.

4.2F QUALITY ASSURANCE

- (i) The Contractor shall demonstrate that the company has implemented a quality assurance and or quality management system.
- (ii) The Contractor must provide written procedures relating to the management of staff in the implementation of all security duties including guard alarm response, patrolling, and static guard.
- (iii) The Contractor must have systems and procedures in place that will provide adequate safety and management of staff in the course of all foreseeable duties and in the management of critical incidents.
- (iv) The Contractor must have systems and procedures in place that will minimise litigation against contractor's staff, company members and all related stakeholders including the Department of Education and Training

- (v) The Contractor must provide evidence that staff are trained and there are internal procedures that manage all forcible critical incidents such as the use of issued weapons, knife or other weapon attack against a Security Officer or others, an assault against a Security Officer or others and first aid training in addition to providing evidence that this training is ongoing.

4.2G DRIVING ON NSW DEPARTMENTAL OF EDUCATION AND TRAINING LANDS

Security Officers are not permitted to drive on non-paved areas on NSW Department of Education and Training sites. Maximum speed limit for Security Officers driving on NSW Department of Education and Training sites is (10) ten kilometres per hour. Security Officers will exercise extreme caution whenever driving on NSW Department of Education and Training sites. They must be vigilant to avoid the possibility of hitting persons who may abruptly run out in front of the vehicle. Security Officers are not to drive over steps, curbs or gutters, whenever driving on NSW Department of Education and Training sites.

4.2H MOTOR VEHICLES

The Contractor will ensure that all motor vehicles used to perform the Services are at all times during the period of the Contract:

- (a) Be no more than five (5) years old
- (b) Clean and presentable;
- (c) Display the Company logo and name
- (d) A type and capacity fit for the purpose of use;
- (e) Mechanically maintained and in a safe and roadworthy state;
- (f) Registered to be driven on roads in New South Wales and registered and insured in the name of the Contractor.
- (g) Hire vehicles are permitted ensuring the vehicle is hired to the contractor and the contractor has sufficient insurance coverage.

The Contractor will take out and maintain current, during the period of the Contract sufficient insurance coverage, of and for the use of, motor vehicles used to perform the services. The Contractors insurance will include but is not limited to compulsory third party insurance and comprehensive motor vehicle insurance. The insurance requirements of this clause are in addition to the insurance requirements specified in the General Provisions.

4.2I SIGNAGE

The Contractor is not permitted to display any company signage or advertising on Department of Education and Training premises. The only signage permissible by the contractor is on their patrol vehicles.

4.2J CONTRACT SECURITY STAFF

All persons the Contractor proposes to carry out work or perform duties under this Contract must at all times be authorised by the Principal under this clause to carry out that work or perform those duties.

At least (14) fourteen days prior to the commencement date the Contractor will supply to the Department of Education and Training Representative the following information of any person that will be employed for the purpose of this contract:

- (i) Full names (including maiden name);
- (ii) Current residential address;
- (iii) Place and date of birth;
- (iv) Details of licences held and any accreditation in relation to the Security Industry Act 1997 and supply duplicates of all relevant licences;
- (v) Any other details as needed by the Department of Education and Training Representatives to prove the identity of the Security Officer.

This requirement is to allow Department of Education and Training to facilitate a Police background check on the Contractor's staff if considered necessary by the Department of Education and Training Representative. Each person is also required to consent to the Department of Education and Training obtaining their Police record, if any. The Contractor will procure from each person proposed, permission for the Department of Education and Training to undertake a Criminal Records Check of the person and background checks for Child Protection.

Where the contractor wishes to employ any person as a security officer after the Commencement Date the Contractor must supply to the Department of Education and Training Representative the relevant information.

The Contractor must inform the Department of Education and Training Representative of any change or error in the information of any person provided.

The Department of Education and Training Representative may, at any time either verbally or in writing inform the Contractor that a particular person is not to be employed or used for any purposes in relation to this contract and the Contractor is not entitled to claim any loss or damage from the Department of Education and Training.

The Contractor shall ensure that only persons who are persons of good name and character and in particular have no criminal convictions or criminal proceedings pending are nominated or used in connection with this Contract.

The Principal shall notify the Contractor in writing of

- (a) The names of persons it authorises to carry out work or perform duties under this Contract (in this clause referred to as “authorised person”);
- (b) The names of all persons it refuses to authorise to carry out such work or perform such duties, and the Contractor shall sign a copy of that notice, and return it to the Principal as soon as possible, as acknowledgement of the contents of the document.

The Contractor shall advise the Principal promptly in writing of any change in the circumstances of an authorised person that, in the Contractor’s reasonable opinion, is likely to affect the Principal’s assessment of that person as an authorised person including where criminal proceedings are commenced against that person.

Where the Contractor employs any person as a Security Officer who will conduct services on NSW Department of Education and Training premises after the Commencement Date, the Contractor must supply to the Principal's Representative the information prescribed in this clause prior to commencement of such services.

The Contractor must inform the Principal's Representative of any change or error in the information of any person provided in accordance with this clause.

4.2K UNIFORMS AND EQUIPMENT

Security Officers are to wear a uniform as agreed between the NSW Department of Education and Training and the Contractor at all times that the Security Officers are performing duties under the Contract, unless written orders are placed to override this clause.

The Contractor will be required to supply the approved uniform and the necessary uniform replacements to all persons employed at the

Contractor's own cost to ensure that the highest standards of presentation are maintained.

The approved issued uniform is the only uniform to be worn. Part uniform is not acceptable.

The Contractor will supply and ensure all Security Officers have in their possession an approved numbered Security Officer Notebook, working pen and wristwatch when performing duties.

Whilst on the NSW Department of Education and Training property the Security Officer is to have in his/her possession:

- (a) A portable (2) two-way radio and mobile telephone that is operational and is capable of receiving and transmitting calls with the Contractors Control Room and/or DET Central Monitoring Station.

The Client may authorise, in writing:

- (a) Retractable batons to be carried, however, the Contractor must provide a statement of attainment for each Security Officer who has attended the appropriate training for batons prior to use.
- (b) Handcuffs to be carried, however, the Contractor must provide a statement of attainment for each Security Officer who has attended the appropriate training for handcuffs prior to use.

Security Officers are to carry an appropriate torch during any night duties and have spare batteries available to ensure the torch is in good working condition at all times. The torch is to be able to illuminate an area from five (5) metres away.

4.2L EMERGENCY SERVICES

In case of emergencies and where the Department of Education and Training Representative requests additional security staff, the Contractor will provide additional staff within sixty (60) minutes of any such request at the contract price for emergency services.

4.2M AUTHORITY TO ORDER AND INSTRUCT

The Contractor shall:

- (a) only take instructions in relation to the provision of services pursuant to the contract from nominated officers of the Department of Education and Training School Security Unit; and
- (b) Accept that the Department of Education and Training is not liable for any costs or fees incurred as a result of the Contractor undertaking a service not authorised by the Department of Education and Training School Security Unit.

4.2N CONTRACTORS REPRESENTATIVE

The Contractor shall nominate a responsible person to liaise directly with the Department of Education and Training's Representative in all matters relating to the Contract. The Contractor's designated representative officer will be required to represent the Contractor at monthly Meetings and be contactable on a (24) twenty four hour basis seven (7) days a week. DET shall be notified of any changes to the Companies representative in writing (48) forty eight hours prior.

4.2O PAYMENT OF CLAIMS

The Contractor shall:

- (a) Invoice the Department of Education and Training at the completion of each vacation period for services performed during the vacation period along with the Statutory Declaration regarding workers' wages and conditions.
- (b) Not knowingly make any statement on the Contractor's invoice, which is false or misleading;
- (d) Invoice for any service in accordance with the rates of fees set out in the Price Schedule.

The Contractor shall:

- (a) Submit monthly to the NSW Department of Education and Training for the Services provided pursuant to the Contract together with the Statutory Declaration regarding workers' wages, the Prohibited Employment Statutory Declarations and Monthly Report ("attachments"), for the corresponding period. The Monthly Reports are to include the YELLOW copy of the Department of Education and Training Response/Patrol Docket Book for each service, which is being invoiced.

- (b) not knowingly make any statement on the Contractor's invoice which is false or misleading;
- (c) Invoice for any Service in accordance with the rates of fees set out in the Pricing Schedules.

If the attachments referred to (a) above are not submitted with the relevant invoice or are submitted but the form and content is not in accordance with the requirements of the Contract then the NSW Department of Education and Training may calculate the contract value of the attachment(s) not provided and withhold this value from the amount due to the Contractor until the attachment(s) is provided. The NSW Department of Education and Training' calculation will be final and binding on the Contractor (i.e. not contestable or reviewable). If the Contractor subsequently submits the attachment(s) (and in the correct form and content) the NSW Department of Education and Training will release the corresponding amount withheld and make the payment to the Contractor within 30 calendar days of receipt by the NSW Department of Education and Training of the subsequently submitted attachment(s).

The provisions of this clause are in addition and without prejudice to any other rights or entitlements the Principal may have under the Contract.

The onus of proof of the provision of any Service shall rest with the Contractor.

The Department of Education and Training shall make payment for services provided within twenty-eight (28) days of receipt of invoice. All services directly coordinated between the contractor and the School must be directed to the appropriate School.

4.2P CONTRACTOR BOUND TO ATTEND COURT

The Contractor shall ensure compliance with any subpoena served on the Contractor or any of the Contractor's security personnel in respect of any and all matters arising out of the Contractor's performance of the contract.

4.2Q COURT ATTENDANCE

The Department of Education and Training, School Security Unit shall:

- (a) reimburse the Contractor for the difference between the award hourly wage of the Contractor's security personnel and any witness expenses paid by the Court in respect of the Contractor's security personnel attendance at criminal proceedings arising out of the performance of the contract, providing the officer is subpoenaed to give evidence on behalf of the Crown; and

- (b) pay the reimbursement after the Contractor presents to the Department of Education and Training a copy of the subpoena in respect of which the Court appearance was made together with a copy of the security officers pay slip and a Statutory Declaration detailing witness expenses sought and any witness expenses granted by the court.

4.2R INDEPENDENCE OF THE CONTRACTOR

The Contractor shall at all times be an independent Contractor and not an employee, partner, agent or joint venturer of or with the Department of Education and Training.

4.2S NEGATION OF EMPLOYMENT

The Contractor shall:

- (a) ensure that the Contractor or the Contractor's security personnel in no way infer or hold out to any person that they are a Department of Education and Training officer or any employee of the Crown;
- (b) Not advertise or promote in any fashion the relationship, which exists between the Department of Education and Training and the Contractor pursuant to the contract;
- (c) not use any word or group of words, emblem or other design or marking which individually or when coupled with any other word, group of words, emblem or other design or marking, may infer a relationship with the Department of Education and Training or the Government of New South Wales on any of the Contractor's stationery, vehicles or uniforms; and
- (d) Ensure that the Contractor and the Contractor's security personnel do not under any circumstances intimate themselves as a member of the Police Force.

4.2T MANAGEMENT MEETING

The Contractor will attend and contribute to contract meetings with the NSW Department of Education and Training and Commerce.

The purpose of the contract meetings is to report, review and monitor performance of the Contract, contract management and compliance with the Contract. This will be in addition to the normal contract-monitoring matrix.

The aim of the meetings is to facilitate better management of the contract, focusing on the performance, management and contractual context.

Meeting particulars

Frequency	After each school vacation period for the duration of the contract
Location	To be agreed
Day	To be agreed
Time	To be agreed (approx. (2) two hours duration)
Chair	NSW Department of Education and Training
Issues and actions list	Contractor to maintain
Minutes	NSW Department of Education and Training (received by the Contractor by the following Wednesday)

(a) Contractors representative attendance

Before the first contract meeting the Contractor will nominate at least two (2) key personnel for attendance, at least one (1) who will attend and one (1) as a standby.

The key personnel nominated must be employees of the Contractor who are authorised to make decisions and take actions relevant to all aspects of the Contract. They must have detailed knowledge of the management of the Contract (operational and commercial), performance results and issues.

The NSW Department of Education and Training may reject a nomination and the Contractor will nominate another key personnel in replacement. NSW Department of Education and Training may exercise this right at any time during the term of the Contract.

(b) Active participation

The Contractors' representative must actively and constructively participate in the operations meeting.

(c) Agenda

The standard agenda for each meeting is-

- (i) Contractor and NSW Department of Education and Training performance issues
- (ii) Comments/discussion
- (iii) Review of issues/actions list

The NSW Department of Education and Training may vary the agenda for a meeting at any time.

Report Contents

Operational Incident Report

The Contractor will be required to prepare a written incident report on any incident which affects or may affect the normal running of the NSW Department of Education and Training' premises, and/or could lead to a crisis occurring or a claim for damages against NSW Department of Education and Training. The contents of the report should generally address 'Who? What?, When?, Why?, How?' in relation to the incident.

The written report may be used as supporting evidence and may be referred to senior NSW Department of Education and Training management. There may be situations when the report will need to be made available to the Police or made available for the information of a court of law. Care should be therefore taken in its compilation to ensure:

- (a) neatness of presentation
- (b) there are no errors
- (c) legibility of handwriting
- (d) correct use of punctuation
- (e) correctness of spelling
- (f) completeness of information and details

The completed report is to be available to NSW Department of Education and Training no later than twenty four (24) hours after an incident has concluded and provide a copy at the Monthly Management Meeting.

5. INFORMATION TO BE PROVIDED BY TENDERERS

Tenderers are required to provide the following details for the principal contractor.

5.0 TENDERER DETAILS

A. TRADING NAME

ACN NO.

B. REGISTERED BUSINESS ADDRESS

.....

C. POSTAL ADDRESS

.....

D. TELEPHONE

.....

E. FACSIMILE

.....

F. NAME OF KEY COMPANY CONTACT

.....

.....

.....

G. RESOURCES

- (i) Number of Employees currently employed in the provision of relevant support services

Full time

Part time

- (ii) Personnel Profile (Breakdown & Categorisation of Existing Employees)

Management	Administration	Personal
.....

H. FINANCIAL CONSIDERATIONS

GROSS ANNUAL TURNOVER OF OPERATIONS FOR THE PAST THREE (3) YEARS

.....

NOTE: A copy of the tenderer's latest annual company report or similar financial statement is to be attached to the response.

5.1 EXPERIENCE OF TENDERER

A. NUMBER OF YEARS IN BUSINESS

.....

B. SCOPE OF TENDERER'S ACTIVITIES

.....

.....

.....

C. PREVIOUS EXPERIENCE IN THE PROVISION OF SERVICES SIMILAR
TO THAT NOW REQUIRED

.....

.....

.....

.....

.....

.....

D. DETAILS OF LOCATIONS CURRENTLY SERVICED BY TENDERER
INCLUDING NAMES AND TELEPHONE NUMBERS OF PERSONS
WILLING TO ACT AS REFEREES TO THE TENDERER'S STANDARD OF
SERVICE AND PERFORMANCE OF CONTRACT

.....

.....

.....

.....

5.2 TENDERER OWNERSHIP DETAILS

A. IF TENDERER IS A COMPANY

- (i) Details of ownership i.e. Australian, Overseas, largest share holder,
 paid up capital and other relevant details

.....

.....

.....

.....

B. IF TENDERER IS A PARTNERSHIP

- (i) List of partners and financial arrangements to be stated

.....

C. IF TENDERER IS A SOLE TRADER

- (i) State full number of tenderer

.....

.....

6.0 PRICING AND RELATED INFORMATION

6.1 Settlement discounts

The Tender Prices are subject to a settlement discount of;

- (a) _____% for payment within 14 days from the date of receipt of invoice.
- (b) _____% for payment made during the month following that in which the invoice has been rendered.

6.2 Electronic/Vehicle Tracking Systems

- (a) Do you propose to use a vehicle tracking system in providing the Services?

Yes/No

- (b) If "Yes", please provide details of the vehicle tracking system that you will be using to provide the Services.

Response:

- (c) Have you included an allowance in the tender price for the use of your vehicle tracking system?

Yes/No

- (d) If "No", please provide details of how you propose to recover the costs for the vehicle tracking system that you will be using to provide the Services.

Response:

6.3 Electronic/Vehicle Global Positioning Systems (GPS)

- (a) Do you propose to use a Vehicle Global Positioning system in providing the Services?

Yes/No

- (b) If "Yes", please provide details of the GPS that you will be using to provide the Services.

Response:

- (c) Have you included an allowance in the tender price for the use of your vehicle GPS?

Yes/No

- (d) If "No", please provide details of how you propose to recover the costs for the GPS that you will be using to provide the Services.

Response:

6.4 Price Schedule 1 for 'Dedicated' Patrol Service

24 Hour Service Tendered Price Per Hour for each of the Vacation Periods Listed Below:

Autumn season (Friday 6 April 2007 to Monday 23 April 2007),
Winter season (Friday 30 June 2007 to Monday 16 July 2007),
Spring season (Friday 28 September 2007 to Monday 15 October 2007); and
Summer season (Friday 21 December 2007 to Monday 28 January 2008).

**REQUEST FOR QUOTATION FOR PROVISION OF DEDICATED MOBILE SECURITY PATROL
SERVICES TO SCHOOLS IN THE GREATER SYDNEY METRO AREAS
RFQ 0602410 / 0302682**

Price Per Hour Inclusive of all cost				
SEA	1. Autumn Vacation	2. Winter Vacation	3. Spring Vacation	4. Summer Vacation
Central Coast Tuggerah	\$	\$	\$	\$
Lake Macquarie	\$	\$	\$	\$
Central Coast Brisbane Waters	\$	\$	\$	\$
Shellharbour	\$	\$	\$	\$
Wollongong	\$	\$	\$	\$
Hornsby	\$	\$	\$	\$
Northern Beaches	\$	\$	\$	\$
Ryde	\$	\$	\$	\$
Bankstown	\$	\$	\$	\$
Campbelltown	\$	\$	\$	\$
Fairfield	\$	\$	\$	\$
Granville	\$	\$	\$	\$
Liverpool	\$	\$	\$	\$
Bondi	\$	\$	\$	\$
Port Jackson	\$	\$	\$	\$
St George	\$	\$	\$	\$
Sutherland	\$	\$	\$	\$
Blacktown	\$	\$	\$	\$
Mount Druitt	\$	\$	\$	\$
Parramatta	\$	\$	\$	\$
Penrith	\$	\$	\$	\$
Windsor	\$	\$	\$	\$

Price Schedule 2 for 'On Request' Service (with a minimum of 4 hours engagement)

On Request Service Tendered Price Per Hour Listed Below:

SEA	Price per hour inclusive of all costs
Central Coast Tuggerah	\$
Lake Macquarie	\$
Central Coast Brisbane Waters	\$
Shellharbour	\$
Wollongong	\$
Hornsby	\$
Northern Beaches	\$
Ryde	\$
Bankstown	\$
Campbelltown	\$
Fairfield	\$
Granville	\$
Liverpool	\$
Bondi	\$
Port Jackson	\$
St George	\$
Sutherland	\$
Blacktown	\$
Mount Druitt	\$
Parramatta	\$
Penrith	\$
Windsor	\$

6.5 VALIDITY

Tendered prices remain valid for acceptance within months from date of tender.

NOTE: A minimum validity period of 4 months is required.

6.6 LICENCES/APPROVALS

The tenderer is to detail below the relevant licences held/approvals obtained which are necessary to provide the Contracted Services.

6.7 SCHEDULE OF DEVIATIONS

(To be completed by the tenderer and returned with the tender).

Tenderers are required to submit below a positive statement as to whether or not the service offered fully conforms to this entire tender document. The tenderer shall enumerate below every point in which the supplies/services offered fail to comply with the Tender Document and shall sign the certificate at the foot of the page.

Do the offered services/goods fully comply with all of the Tender Document?

YES/NO (Delete whichever is not applicable)

If **NO** please list all deviations from specifications in the space below.

CLAUSE NO. / SPECIFICATION DETAIL

DEVIATION

_____	_____
_____	_____
_____	_____

I/We certify the foregoing to be a true and complete list of the deviations from the requirements of the Specifications and Tender, which I/We propose to incorporate in the services now offered.

SIGNATURE OF TENDERER:

.....

FOR AND ON BEHALF:

.....

POSITION:

.....

DATE: / /

NOTE: Failure to complete the Declaration may lead to rejection of the tender

6.8 DECLARATION BY TENDERER

The undersigned hereby tender and offer to supply goods and/or services tendered for herein at the prices tendered and upon and subject to the conditions set forth herein.

<p>Signature (To be signed by the tenderer personally. Except in cases of a Company when it may be executed under common seal or signed by the Manager or a Director or the Secretary of the Company).</p> <p>SIGNATURE _____</p> <p>PRINT NAME _____</p>		<p>Official Position Held (i.e. Manager, Director, Secretary)</p> <p>_____</p> <p>DATE: _____</p>
<p>Duly Authorised to Sign Tenders for and on Behalf of (State full name of Company or Firm or Trading name and if a Firm or Trading name state the full names of individual members)</p>		
<p>SIGNATURE OF WITNESS</p> <p>NAME OF WITNESS</p>		<p>ADDRESS OF WITNESS</p>

7.0 RESPONSE TO RFQ

1. Does the Contractor and Security Guards have a 24 hour manned Control Room

☐ YES ☐ NO

Please provide details:

2. If successful, would you provide copy of all relevant documentation required in the contract?

☐ YES ☐ NO

3. Does the Contractor and Security Guards meet all requirements as set out under the Security Industry Act 1997

☐ YES ☐ NO

Please provide details:

4. Provide names and contact details of three (3) referees at sites where the Contractor has previously provided services to government agencies.

☐ YES ☐ NO

Please provide details:

5. Provide details of company vehicle / vehicles to be used in providing all security services under this contract.

6. Vehicle must have company logo and insignia on it and shall be subject to Departmental Education and Training approval. Do you agree to comply with this requirement?

☐ YES ☐ NO

7. Will the Contractor provide a copy of the companies Standard Security Operating Procedures for their security personal?

☐ YES ☐ NO

Please provide details:

7.1 RESPONDENTS INFORMATION

Where multiple parties are involved in an offering all parties will provide the following details.

Name of Respondent

Company (Full Name)

Trading (If Applicable)
Name

ABN

Address of Respondent
(state registered office)

Business Postal Address

Website

Following details are for the
authorised officer completing
quotation

Name

Official position

Telephone number

Facsimile

Email

Following details are for the
officer that will manage the
agreement and will be the point
of contact during the agreement

Name

Official position

Telephone number

Facsimile

Email

Name of the CEO

Contact number

Contact name for general
enquiries

Telephone Number

DEPARTMENT OF COMMERCE
GOVERNMENT SERVICES UNIT, STATE PROCUREMENT
APPLICATION FOR WORKING WITH CHILDREN / CRIMINAL RECORD CHECKS

Contact Officer: Teck Lee**Phone: (02) 9372 7577****Fax: (02) 9372 7552****DOC Ref:****Company Name:** _____**Office:** _____**Submitted by:** _____**Date:** _____**Ref. No:** _____

Title	First Name	Middle Name	Surname	Former Name	Gender	DOB	Place of Birth	Address	Suburb	State	P/Code	Phone	Position	Paid Mandatory (Y/N)

In submitting these names I confirm that "Declaration" and "Consent" forms have been signed by the above applicant/s and are in the possession of the Company.

Signature

Statutory Declaration

Oaths Act (NSW) Ninth Schedule

Definitions

The Principal is: The State Contracts Control Board of New South Wales.

The Contractor is: »
ACN/ABN »

The Contract: The contract between the Principal and the Contractor

Contract Title: »

Contract Number: »

Dated: » (Date of Contract) between the party identified as the Principal and the party identified as the Contractor.

1 Declaration

Full name: I, »

Address: of »
»

do hereby solemnly declare and affirm that:

- .1 I am the representative of the Contractor in the Office Bearer capacity of:
»
Insert position title of the Declarant.
- .2 I am in a position to make this statutory declaration about the facts attested to.

Remuneration of Contractor's employees engaged to carry out work in connection with the Contract
- .3 All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.

Relevant employees are those engaged in carrying out the work done in connection with the Contract.
Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the Industrial Relations Act 1996].
- .4 The Contractor *is / is not** a principal contractor for the work done in connection with the Contract, as defined in section 127 of the Industrial Relations Act 1996.
** Delete the words in italics that are not applicable.*
- .5 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal contractor under section 127(2) of the Industrial Relations Act 1996 by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this

declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.

- .6 I am aware that the Industrial Relations Act 1996 requires any written statement provided by subcontractors must be retained for at least 6 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Workers Compensation Insurance of the Contractor's workers

- .7 All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the work done in connection with the Contract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.

Workers Compensation Insurance for workers of Subcontractors

- .8 The Contractor *is / is not** a principal contractor for work done in connection with the Contract, as defined in section 175B of the Workers Compensation Act 1987.

** Delete the words in italics that are not applicable.*

- .9 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the Workers Compensation Act 1987 in the capacity of principal contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subcontractor in respect of that work done to the date of this statutory declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.

- .10 I am aware that the Workers Compensation Act 1987 requires any written statement provided by subcontractors and any related certificate of currency must be retained for at least 7 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Employer under the Pay-roll Tax Act

- .11 The Contractor *is registered as / is not required to be registered** as an employer under the Pay-roll Tax Act 1971.

** Delete the words in italics that are not applicable.*

- .12 All pay roll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.

- .13 The Contractor *is / is not** a principal contractor for work done in connection with the Contract as defined in section 31G of the Pay-roll Tax Act 1971.

** Delete the words in italics that are not applicable.*

- .14 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 31H of the Pay-roll Tax Act 1971 in the capacity of principal contractor in connection with that work to the intent that all pay roll tax payable by each subcontractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.

- .15 I am aware that the Pay-roll Tax Act requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Payments to Subcontractors

- .16 The Contractor has paid every Subcontractor, Supplier and Consultant all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement of each of them for the

performance of work or the supply of materials for or in connection with the Contract.

- .17 The provisions of clause "Subcontractor relationships", if included in the Contract, have been complied with by the Contractor.
- .18 The Contractor has been informed by each Subcontractor and Consultant to the Contractor (except for Subcontracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):
- .1 that their sub-contracts with their subcontractors, consultants and suppliers comply with the requirements of clause "Subcontractor relationships" if included in the Contract as they apply to them; and
 - .2 that all of their employees, subcontractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the Subcontractor or Consultant of the Contractor or from any other of their subcontractors or consultants (except for subcontracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.
- .19 I am not aware of anything to the contrary of any statutory declaration referred to in paragraph 18 of this declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.
- .20 And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Declarant: »

declared at:

Place: »

Date: on »
.....

before me:

Signature of legally
authorised person* before
whom the declaration is
made: »

Name and title of person*
before whom the declaration
is made: »

Notes

1. In this declaration:

1. the words "principal contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;
2. the word "subcontractor" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
3. otherwise the words "Contractor", "Subcontractor", "Supplier", "Consultant", "subcontractor", "supplier" and "consultant" have the meanings given in or applicable under the Contract.

2. * The declaration must be made before one of the following persons:

1. where the declaration is sworn within the State of New South Wales:
 - (i) a justice of the peace of the State of New South Wales;
 - (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
 - (iii) a notary public; or
 - (iv) another prescribed person legally authorised to administer an oath under the

Oaths Act (NSW), or.

2. *where the declaration is sworn in a place outside the State of New South Wales:*
 - (i) *a notary public; or*
 - (ii) *any person having authority to administer an oath in that place.*