



Government of South Australia

Office for Recreation and Sport

Request for Quotation

Playtime Training and Delivery

Business Unit

Office for Recreation and Sport

Recreation and Sport Development

Author

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Date

October 2007

INVITATION

1. INVITATION TO SUBMIT A QUOTATION

Quotations are invited for the supply of **Playtime Delivery** to the Minister for **Recreation, Sport and Racing** (the Minister).

2. DOCUMENT STRUCTURE

This Request for Quotation (RFQ) document comprises the following parts:

- The Invitation, a brief background and general information concerning the Invitation to submit a quotation.
- The procedures for submitting a quotation.
- The contractor brief.
- Appendix 1 - Selection Criteria.
- Appendix 2 - Price Schedule.
- Appendix 3 – Delivery Plan Template
- Appendix 4 – SEIFA Index
- The contract, which consists of:
 - o the Letter of Engagement.
 - o Standard Terms and Conditions of Engagement, and
 - o Draft Schedule.

3. PROCESS

This RFQ process does not give rise to or amount to a process contract (A process contract means a contract about the bid process.)

No contract will necessarily result from the submission of any quotation.

The Minister is not required to accept the lowest or any quotation.

4. EXISTING DOCUMENTATION

Sections of the DRAFT Playtime Training Resource Package is available for review prior to submitting a quotation.

5. CONTACT PERSON

The only person authorised by the Minister to communicate with you in relation to this RFQ is the Contact Person.

The Contact Person is:

Name: ***Kylie Taylor***
Position: ***Manager, Programs and Partnerships***
Address: ***27 Valetta Rd KIDMAN PARK SA 5025***
Phone: ***8416 6677***
Email: ***taylor.kylie@saugov.sa.gov.au***

6. CONFIDENTIALITY

All organisations obtaining or receiving this RFQ and any other information in connection with the RFQ or the quotation process must keep the contents of the RFQ and such other information confidential.

7. FORMAT OF QUOTATION

Quotations should be presented in the following manner:

- All quotations and support material must be in English.
- All prices must be in Australian currency and inclusive of GST.
- The response must align with the “Contents of Quotation” requirements (see Item 8, below).
 - The response must be on paper **on A4 size paper, stapled together or bound**. An original plus **2** copies are required. The original must be marked as such and if there are any differences between the original and copies, the original will be taken as correct.

8. CONTENTS OF QUOTATION

The quotation must including the following:

- The name of the person nominated to be the contact person for this Request for Quotation and that person’s contact details including:
 - telephone number,
 - fax number, and
 - E-mail address.
- Identification details for the legal entity submitting the quotation:
 - Business name.
 - Australian Company Number (ACN).
 - Australian Business Number (ABN).
 - Address of registered business office.
 - Place of business.
 - Postal address.
- A declaration of any actual or potential conflicts of interest.
- Details of insurance held, or proposed to be held, to comply with the Contract Requirements. Include details of any sub-contractor’s insurance arrangements.
- Your response to the selection criteria identified in Appendix 1 Selection Criteria, in the order requested.
- A completed Price Schedule - Appendix 2.

9. VALIDITY PERIOD

Any quotation submitted is to remain open for consideration for **3 months** after the closing date.

10. SUBMISSION OF QUOTATION

The closing time and date for lodgement is **5:15pm** on **Friday December 21** - South Australian time.

The response must be enclosed in a sealed envelope prominently endorsed "Quotation for *Playtime Delivery* and posted or delivered to:

Posted:	Delivered:
<i>Kylie Taylor Manager, Programs and Partnerships Recreation and Sport Development Division Office for Recreation and Sport PO Box 219 BROOKLYN PARK SA 5032</i>	<i>Kylie Taylor Manager, Programs and Partnerships Recreation and Sport Development Division Office for Recreation and Sport 27 Valetta Rd KIDMAN PARK SA 5025</i>

Quotations must not be lodged by facsimile or email.

Late quotations and non-complying quotations may be accepted at the Minister's sole discretion.

11. STATEMENT OF CONFORMITY

Please include with your quotation a Statement of Conformity as follows:

- If your quotation conforms with the Contractor Brief in every respect, include a statement to that effect in your quotation; or
- if your quotation does not conform with the Contractor Brief, include a statement that your quotation does not conform and state in what way and why it does not conform,

and

- if you accept the Terms and Conditions of Engagement in every respect, include a statement to that effect; or
- if you do not accept certain Terms and Conditions of Engagement, identify the relevant terms, provide reasons for your non-acceptance and suggest an alternative.

If you do not say anything about the Contractor Brief or the Terms and Conditions of Engagement then the Minister will assume that you have accepted them in full.

12. SA GOVERNMENT CONTRACTING POLICY

The Government has a policy that requires Government contracts for the supply of goods, services or construction to Government agencies, to impose a contractual obligation on contractors and subcontractors that their employees in South Australia (who are engaged in duties directly in connection with performance of the contract) receive wages and conditions of employment not less favourable than those contained in the State Award or any collective agreement (whichever is the more favourable) that:

- was in existence immediately prior to the commencement of the Commonwealth Government's *Workplace Relations Act 1996* - the

"Work Choices" amendments legislation, that came into effect on 27 March 2006, and

- that applied or was capable of application to the type of employment the employee has been engaged to perform.

A clause setting out this contractual obligation ("the Contract Clause") is contained in the draft copy of the standard terms and conditions of engagement of this Request for Quotation.

To give effect to the policy the Contract Clause must be included in the contract entered into with the contractor selected (if any) pursuant to this Request for Quotation.

Quotations are required to indicate acceptance of the Contract Clause in every respect. Quotations that do not indicate acceptance of the Contract Clause will be regarded as non-conforming tenders.

13. PRESENTATION BY THE RESPONDENT

The Minister may request a respondent to make a presentation in respect of its quotation but need not make the same request to all respondents.

14. MINISTER'S EXPECTATIONS

If you submit a quotation, the Minister, when considering the quotation will expect that you satisfy the following criteria:

- You have the necessary skills, knowledge and experience to comply with the Contractor Brief.
- You have fully informed yourself of all facts, and conditions of all things relating to the Request for Quotation and the Contractor Brief.
- You have included in any prices in the quotation all costs, travel costs, administrative costs (including telephone calls, facsimiles, courier services, photocopying, presentation material, printing).
- The prices submitted by you are firm and will remain valid for the period specified in Item 9 above.

15. RESPONDENT'S EXPECTATIONS

You may expect that the Minister will:

- preserve the confidentiality of your confidential information;
- afford every respondent the opportunity to compete fairly; and
- use a value-based selection process, which may have regard to both price and non-price criteria, in the selection of the preferred respondent.

16. OCCUPATIONAL HEALTH, SAFETY AND WELFARE

The contractor selected (if any) will be required to comply with all relevant laws including without limitation, requirements of the *Occupational Health, Safety and Welfare Act 1986 and associated Regulations*.

CONTRACTOR BRIEF

1. BACKGROUND

PlayTime is a physical activity/physical play program for children aged 0 to 5 developed by the Office for Recreation and Sport (ORS). The program is based on the ACT 'Kids At Play' program and the Australian Sports Commissions (ASC) 'Play Shops' program (no longer in operation) and was developed and implemented in pilot phase in February 2006. The program directly targets children and parents, and provides an opportunity to deliver activities in a range of environments i.e. playgroups, community events, community centres, kindergartens, childcare centres, etc.

The primary objectives of delivering PlayTime include:

- Educate parents on the benefits of being physically active from an early age;
- Demonstrate physical play and physical activities parents can do with their children from an early age;
- Demonstrate inexpensive and everyday home resources

Following the conclusion and evaluation of the pilot in 2006, the ORS commissioned the development of a PlayTime Curriculum including a Resource and Training Package. The ORS now seeks suitable organisations to be key delivery agencies for the PlayTime Curriculum. As a delivery agency, organisations will be required to deliver a negotiated number of PlayTime sessions to parents of 0-5 year olds and promote the benefits of physical activity and physical play for children between the ages of 0 and 5.

2. PROJECT OBJECTIVE

The PlayTime Program seeks to:

- Make parents/care givers aware of the important link between the holistic nature of children's development and the need to provide daily physical play activities for babies and young children.
- Help parents/care givers to identify and provide suitable Fundamental Movement Skill (FMS) development opportunities via age appropriate play activities for children, birth to five years
- Assist, encourage and educate parents/carers of young children to provide daily physical play activities in the home environment.
- Make use of low cost and homemade play equipment to develop physical play where or when purchased equipment is limited.

The ORS wishes to contract out the delivery of the PlayTime Curriculum to appropriate organisations within the Early Childhood sector. By contracting out

the delivery of PlayTime it is anticipated the program will better reach those in the community with the most need.

Government and non-government providers will be considered with the most suitable organisations selected based on access to the target population (parents of 0-5 year olds) and access to the following specific population groups within the target population:

- Low Socio-economic
- Indigenous
- Culturally and Linguistically Diverse

Furthermore, organisations expressing an interest will be closely assessed on the level of in-kind support the organisation is contributing to the delivery of the PlayTime Program and the level to which the PlayTime Curriculum matches or compliments the organisations core business.

3. SCOPE OF THE REQUIREMENT

The ORS seeks appropriate organisations with direct access to parents of children aged 0-5 to deliver the PlayTime Curriculum. The curriculum is targeted at parents and seeks to educate parents on the importance of physical activity and physical play in the early years.

Ideally, organisations expressing an interest will have ongoing contact with the target audience (parents of 0-5 year olds) and already provide some level of support in a related area such as health or education.

Organisations should note:

- The contractor will be available to be trained to deliver the PlayTime Curriculum in January 2008 with delivery of sessions to commence shortly afterwards.
- Delivery is of at least 10 PlayTime sessions, involving a minimum of 10 families at each session.
- Single, one off sessions can form an acceptable delivery plan. However, the capacity to provide follow-up PlayTime sessions to the same group is the preferred and suggested model of delivery where possible. E.g. 3 sessions per group in total including 2 activity sessions and 1 toy making session.
- Completion of evaluation tasks/reports as required under the EOI and contract schedule including coordinating the completion and collection of evaluation forms from participants at each session as required.
- The contractor will be an integral partner in the evaluation of the program. The contractor will make a series PlayTime sessions accessible to the ORS for observation and evaluation purposes and provide an interim report part way through the contract and a final report at the conclusion of the contract.

4. TERMS AND CONDITIONS, SCHEDULE

The Standard Terms and Conditions and the Draft Schedule are attached.

SELECTION CRITERIA

Appendix 1

The evaluation process will be value-based using both non-price and price criteria to achieve a value-for-money outcome for DPC. The evaluation will utilise value-for-money assessment methodologies that may include weighted matrix assessments and/or cost benefit analyses.

Quotations must provide sufficient information for responses to be assessed against the following criteria.

Organisations expressing an interest should address all of the following points in the final submission:

- Demonstrate a good understanding of the PlayTime Program and it's goals and objectives.
- Ability to access parents of children aged 0-5 year olds.
- Ability to target need areas/suburbs/postcodes for PlayTime delivery using the SEIFA index supplied in Appendix 4. Postcodes with a score lower than 1000.00 will be considered more favourably.
- Experience in providing education programs for parents.
- Capacity to identify appropriately skilled people to be trained as PlayTime Leaders.
- Outline potential delivery channels and mechanisms for capturing the target audience (parents). Please include a PlayTime delivery plan for delivery via your agency for a 6 month time period in addition to outlining the delivery channels. Appendix 3 includes a Delivery Plan template.
- Outline how being a delivery agency for PlayTime will contribute to, or enhance the organisations core business.
- Organisations must be available to attend a PlayTime training session in early January 2008 and commence delivery of the program shortly afterwards.

The Minister reserves the right to take into account any relevant consideration.

PRICES SCHEDULE

Appendix 2

Submissions should include a budget for the total number of sessions the tendering organisation has the ability and capacity to deliver between January 2008 and September 2008.

All prices shall be in Australian currency and shall be inclusive of GST.

Respondent's pricing details must include:

- A price per session for the delivery of PlayTime up to a maximum of \$250/session.
- The total number of sessions the respondent wishes to quote for at the nominated price.
- The in-kind support the respondent will provide to assist in establishing sustainability of the Playtime Program. For example and not limited to: advertising & promotion and project officer support.

SEIFA INDEX

Appendix 4

SEIFA Advantage/Disadvantage Index for SA by Post Code

SA Postal Area Code	SEIFA Advantage - Disadvantage Index
5000	1107.510
5006	1162.890
5007	990.639
5008	930.070
5009	969.836
5010	782.648
5011	959.113
5012	819.346
5013	864.273
5014	911.456
5015	922.175
5016	967.792
5017	864.832
5018	1007.270
5019	980.203
5020	1062.800
5021	1063.580
5022	1043.370
5023	912.517
5024	1013.420

5025	976.458
5031	999.237
5032	992.886
5033	945.870
5034	1110.460
5035	1047.610
5037	986.800
5038	978.086
5039	971.454
5040	1035.490
5041	1073.230
5042	978.647
5043	948.718
5044	1051.050
5045	1062.650
5046	985.644
5047	958.610
5048	1031.750
5049	1055.980
5050	1106.910
5051	1111.430
5052	1138.650
5061	1148.710

5062	1123.990
5063	1114.460
5064	1153.250
5065	1143.390
5066	1166.110
5067	1126.260
5068	1112.010
5069	1117.980
5070	1015.920
5072	1071.890
5073	1011.740
5074	952.446
5075	1006.330
5076	1050.730
5081	1134.010
5082	1064.630
5083	1034.910
5084	871.701
5085	922.575
5086	968.395
5087	953.980
5088	927.603
5089	1067.870

5090	990.196
5091	1030.590
5092	996.670
5093	958.339
5094	896.454
5095	950.279
5096	942.922
5097	997.865
5098	913.130
5107	886.637
5108	880.525
5109	947.709
5110	865.655
5111	1015.850
5112	871.079
5113	798.787
5114	914.632
5115	874.225
5116	920.836
5117	959.143
5118	974.937
5120	908.726
5121	901.744
5125	1038.020
5126	1011.330
5127	1037.430
5131	1063.890

5132	1028.670
5133	1065.340
5134	1083.880
5136	1090.250
5137	1116.580
5138	1066.570
5139	1018.230
5140	1148.360
5141	1075.750
5142	1027.490
5144	1111.380
5151	1075.710
5152	1142.000
5153	1056.460
5154	1139.640
5155	1076.450
5156	1119.970
5157	1067.760
5158	1028.250
5159	1051.610
5161	952.210
5162	942.995
5163	898.095
5164	844.770
5165	901.227
5166	868.973
5167	952.449

5168	881.985
5169	943.332
5170	944.625
5171	995.594
5172	1017.520
5173	898.746
5174	889.147
5201	992.372
5202	929.364
5203	921.761
5204	926.253
5210	953.293
5211	934.218
5212	922.999
5213	936.692
5214	900.080
5222	949.685
5223	936.263
5231	1023.230
5232	1008.400
5233	1016.430
5234	1005.490
5235	956.735
5236	933.984
5237	884.520
5238	877.800
5240	1027.660

5241	951.173
5242	1046.100
5243	1061.390
5244	991.097
5245	1029.800
5250	1034.350
5251	968.772
5252	971.839
5253	874.791
5254	900.548
5255	962.290
5256	899.950
5259	902.812
5260	842.776
5261	943.009
5262	974.149
5264	929.720
5265	930.818
5266	957.471
5267	946.471
5268	924.432
5270	963.240
5271	940.973
5272	982.143
5275	932.113
5276	956.757
5277	934.447

5278	835.985
5279	794.603
5280	914.033
5290	929.449
5291	954.802
5301	944.016
5302	958.308
5304	926.435
5307	935.705
5308	896.840
5309	913.109
5311	923.612
5320	880.058
5322	945.701
5330	894.819
5331	901.744
5332	896.487
5333	930.070
5340	928.016
5341	903.833
5342	942.910
5343	932.471
5344	925.142
5345	907.636
5346	886.871
5350	1014.270
5351	992.262

5352	994.408
5353	949.618
5354	882.799
5355	947.994
5356	909.219
5357	876.860
5360	987.539
5371	994.328
5372	924.327
5373	921.518
5374	904.266
5381	898.976
5400	966.955
5401	895.337
5411	922.787
5412	939.228
5413	916.129
5415	1042.400
5417	923.300
5419	930.448
5420	938.545
5421	723.015
5422	850.263
5431	935.893
5432	914.624
5433	912.074
5434	973.837

5440	950.487
5451	961.304
5452	995.145
5453	973.860
5454	946.755
5460	915.186
5461	915.986
5462	914.419
5464	944.825
5470	886.155
5472	930.895
5473	891.932
5480	903.368
5481	896.042
5482	961.333
5483	977.203
5485	941.539
5490	952.553
5491	944.151
5495	878.650
5501	911.666
5502	921.746
5520	911.882
5521	939.598
5522	897.334
5523	917.949
5540	889.227

5550	856.825
5554	910.815
5555	889.931
5556	852.856
5558	895.731
5560	948.329
5570	885.229
5571	891.025
5572	962.890
5573	932.424
5575	916.077
5576	885.329
5577	877.329
5580	917.483
5581	924.444
5582	886.372
5583	885.147
5600	989.006
5601	759.069
5602	904.277
5603	915.273
5604	948.007
5605	911.177
5606	937.761
5607	939.745
5608	876.837
5609	993.134

5631	943.718
5633	935.378
5640	944.123
5641	947.576
5642	955.626
5650	920.381
5652	957.447
5654	907.606
5655	898.218
5661	925.293
5670	925.231
5671	927.406
5680	918.787
5690	939.259
5700	923.113
5710	928.229
5720	1074.940
5722	831.459
5723	916.723
5724	1026.090
5725	1064.490
5731	1004.400
5732	826.946
5733	922.863
5734	886.919

TERMS and CONDITIONS of ENGAGEMENT PACKAGE

Ref:

*[Insert name of contractor - if a company include the ACN/ABN]
[Insert address]*

Dear *[Insert title and name]*

Contract for PlayTime Training & Delivery

I refer to previous discussions with you regarding the proposal that you provide the services described in the attached schedule to the Minister for *[Insert appropriate Minister - Administrative Services and Government Enterprises, Industrial Relations, Gambling, Recreation Sport and Racing]* (the “Minister”).

The Minister now offers to engage you to provide those services on a “contract for services” basis. This offer is subject to the conditions set out in this letter, the attached Schedule and the attached Standard Terms and Conditions of Engagement (“**Standard Terms**”). Together, these documents are referred to as the “**Contract**”.

OFFER

1. The term of the Contract (“**Term**”) is the period commencing on the commencement date specified in Item 1 of the Schedule and ending on the expiry date specified in that Item, or the earlier date on which the Contract is terminated.
2. You (the “**Contractor**” referred to in item 2 of the Schedule) must provide the services described in Item 3 of the Schedule (“**Services**”) in accordance with the time constraints set out in that Item (or as determined in accordance with clause 8 of the Standard Terms).
3. You are entitled to the fees (“**Fees**”) determined in accordance with Item 4 of the Schedule for performing the Services. You may render invoices in accordance with that Item and the other provisions of the Contract. The Minister must pay you the Fees specified in a correctly rendered invoice within 30 days of receiving that invoice (however, the Minister may withhold payment in the circumstances set out in clause 8.3 of the Standard Terms).
4. The persons named in Item 5 of the Schedule must personally perform the Services.
5. The Contractor must for the purposes of the provision of the Services, provide the facilities, equipment, data or materials described in item 6A of the Schedule at the times and places specified in that Item.

- 6. The Minister, conducting operations through the Department for Administrative and Information Services (“DAIS”) must provide the remaining facilities, equipment, data or materials required for the provision of the Services, and in particular must provide the facilities, equipment, data or materials described in item 6B of the Schedule at the times and places specified in that Item.
- 7. You must carry out the Services at the location, if any, specified in Item 7 of the Schedule.
- 8. You must effect and maintain any insurance required in Item 8 of the Schedule during the Term and, in the case of professional indemnity insurance, for three years after the end of the Term.
- 9. You must provide any reports required under Item 9 of the Schedule. You must also provide any report required from time to time by the person specified in item 10 of the Schedule (the “**Project Manager**”).

This offer will lapse on *[Insert date]*. If you wish to accept this offer, please sign below and execute a duplicate copy of this letter and return to *[Insert name and position of person]* no later than that date.

Yours faithfully

Michael Schetter
DIRECTOR
RECREATION AND SPORT DEVELOPMENT

Date:

ACCEPTANCE

[Insert name of Contractor] agrees to provide the Services on the terms and conditions set out in the Contract.

Dated:

.....

Signed

.....

Name

.....

Position

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

1. INSTRUCTIONS

The Contractor must provide the Services in accordance with any instructions given by the Project Manager.

2. CONTRACTOR STATUS

The Contractor is engaged on a contract for services basis and is not entitled to any of the entitlements of an employee.

3. CONFIDENTIALITY

The Contractor must not disclose confidential information to any person without the prior written consent of the Project Manager. Any information obtained by, or produced by, the Contractor in the course of providing the Services is confidential unless -

- 3.1 it is in the public domain (other than by breach of the Contract); or
- 3.2 at the Commencement Date the contractor knew the information and was not under a confidentiality obligation to the Minister in respect of that information.

4. CONFLICTS OF INTEREST

The Contractor must notify the Project Manager if the Contractor has any conflict of interest in relation to the performance of the Services and must take any action specified by the Project Manager to resolve that conflict.

5. INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, know how, or other form of intellectual property right whether arising before or after the execution of this Contract and the right to registration and renewal of those rights.

- 5.1 The Minister owns all Intellectual Property Rights in all things produced by the Contractor in the course of the performance of this Contract. The Contractor must disclose all such rights to the Minister and do anything necessary to vest them in the Minister.
- 5.2 This clause does not transfer to the Minister Intellectual Property Rights:
 - 5.2.1 in existence before the date on which this Contract commenced to operate; or
 - 5.2.2 in things produced other than in the course of the Contract;

but if things in respect of which such rights exist are provided to the Minister in the course of the Contract, the Contractor must grant the Minister a non-exclusive, non-transferable license enabling the Minister to use those things for the purpose for which they were provided.

5.3 The Contractor must not infringe the Intellectual Property Rights of any person in performing its obligations under this Contract.

5.4 This clause 5 will continue to operate despite the expiry or earlier termination of this Contract.

6. DOCUMENTS

The Minister owns all documents (including any embodiment of any text or image however recorded) prepared for or by the Contractor in connection with the Contract. The Contractor must deliver all such documents to the Minister on the termination of this Contract or on the Minister's earlier demand.

7. GST

The Contractor represents that the Contractor is registered for GST. The Fees are GST inclusive. Despite any other provision of the Contract, the Minister is not obliged to make any payment unless the Contractor has supplied a tax invoice as required by the *A New Tax System (Goods and Services Tax), Act 1999* of the Commonwealth.

8. PERFORMANCE

8.1 The Contractor must perform the Services in accordance with any reasonable performance standards or progress requirements of which the Project Manager notifies the Contractor.

8.2 If the Project Manager does not set standards or timeframes in accordance with clause 8.1, the Contractor must comply with reasonable standards and make reasonable progress in the performance of the Services.

8.3 Despite the other provisions of the Contract, but without prejudice to the Minister's other rights under the Contract, the Minister may withhold payment for as long as the Contractor fails to comply with its obligations under this clause 8.

9. TERMINATION

9.1 If the Contractor:

9.1.1 enters into any form of insolvency administration (if a Company) or becomes bankrupt (if an individual); or

9.1.2 fails to comply with a notice requiring it to comply with its obligations under the Contract within the reasonable period specified in that notice,

the Minister may terminate the Contract by written notice to the Contractor.

9.2 If a party is in material breach of this Contract (including, in the case of the Contractor, clause 8 of this Contract) and, if the breach is capable of rectification, has failed to rectify it within the reasonable period specified in a notice from the other party (“**terminating party**”), the terminating party may terminate this Contract by written notice.

9.3 On the expiry or earlier termination of this Contract, the Contractor must return to the Minister all equipment, data or material provided by the Minister for the purposes of the Contract and deliver to the Minister results of all work undertaken by the Contractor in respect of the Services.

9.4 The Minister may terminate the Contract without cause by giving the Contractor not less than thirty (30) days notice.

9.5 If the Minister terminates the Contract under this clause:

9.5.1 The Minister must pay the Contractor for that part of the Services authorised by the Minister and provided by the Contractor up to the date of termination; and

9.5.2 The Contractor must comply with any reasonable directions given by the Minister about the provision of the Services up to the date of termination.

10. AUDITOR GENERAL

Nothing in the Contract derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987*.

11. CONTRACT DISCLOSURE POLICY

The Minister may publicly disclose the whole or a summary of the Contract generally to the public, or to a particular person as a result of a specific request.

12. SA GOVERNMENT CONTRACTING POLICY

12.1 The Contractor acknowledges that the South Australian Government has a policy of ensuring that all persons (“employees”) who do work in South Australia under or in connection with any contract with an agency of the South Australian Government, whether employed by a contractor or any subcontractor, are employed on terms and conditions no less favourable than those contained in:

- 12.1.1 the State Award which applied or was capable of application to work of the nature the contractor or subcontractor engaged the employees to perform, as in force at 26 March 2006, as that State Award is varied from time to time by an Industrial Tribunal; or
- 12.1.2 if no State Award applied to the employment of such persons at 26 March 2006, the relevant State industrial instrument as in force at that date and capable of application to work of the nature the contractor or subcontractor engaged the employees to perform, as that instrument is varied from time to time by an Industrial Tribunal; or
- 12.1.3 if the employees of the Contractor or subcontractor have at any time entered a collective agreement, howsoever named, capable of application to work of the nature the Contractor or subcontractor engaged the employees to perform that provides for wages and conditions of employment more favourable than a State Award, that collective agreement,
- 12.1.4 while such persons are engaged in duties directly in connection with the performance of the contract ("the Policy").
- 12.2 The Contractor must ensure that all employment policies, contracts of employment and subcontract arrangements in connection with this Contract, comply with the Policy.
- 12.3 The Contractor must not engage a subcontractor to assist in the performance of its obligations under this Contract, without the prior written approval of the Minister which approval may be given conditionally.
- 12.4 The Contractor must on the request of the Minister provide access to:
 - 12.4.1 subcontract conditions of contract;
 - 12.4.2 records of payments to employees who have done work under or in connection with this Contract;
 - 12.4.3 records of payments by a subcontractor to employees who have done work under or in connection with this Contract.
- 12.5 The Minister shall take all reasonable steps to preserve the confidentiality of information received pursuant to this clause that is of a personal nature relating to any employee.
- 12.6 The Contractor must, within 7 days of receipt of a written request from the Minister, provide the Minister with a compliance certificate (in a form approved by the Minister) certifying that the Contractor has complied with its obligations under this clause.
- 12.7 For the purposes of this clause:
"State Award" means an award that:

- a) concerns the relationship between an employer and the employer's employees;
- b) provides for wages and conditions of employment for employees; and
- c) is approved or varied by the Industrial Relations Commission of South Australia.

"Industrial Tribunal" means:

- a) the Industrial Relations Commission of South Australia;
- b) the Industrial Court of South Australia; or
- c) any court that determines an appeal of a decision of the tribunals in (a) and (b).

12.8 To the extent that any provision of this clause is illegal, void or unenforceable, then the effect of this clause shall so far as possible, be limited and read down to the extent necessary for it to be legal, valid and enforceable.

12.9 The Contractor releases the Minister from any claim arising out of or in connection with the requirements of this clause.

13. GENERAL

13.1 Where the Contract requires the Contractor to act in accordance with a standard of reasonableness, that standard will be determined by written agreement between the parties or, if there is no agreement, by reference to the standards normally expected of a competent and careful practitioner in the Contractor's business.

13.2 The Contract constitutes the entire agreement between the parties in respect of its subject matter.

13.3 No amendment or variation to the Contract will be effective unless in writing signed by an authorised representative of each party.

13.4 provisions of the Contract concerning insurance, confidentiality and contract disclosure will continue to operate despite the expiry or termination of the Contract.

13.5 Every part of the Contract is severable if found to be unenforceable, invalid, illegal or void, and its severance will not affect any other part of the Contract.

13.6 The law of South Australia applies to the Contract, and each party submits to the jurisdiction of the courts in South Australia in respect of the Contract.

THE SCHEDULE

Item 1 Term

Commencement Date: *[Insert commencement date]*

Expiry Date: *[Insert expiry date]*

Item 2 Contractor

[Insert full name]

Item 3 Services

The Contractor must provide the following Services:

[Insert description of Services].

The Contractor must provide the Services throughout the Term.

ALTERNATIVE

The Contractor must complete the provision of the Services by

[Insert date]

Item 4 Fees and Invoices

The Minister must pay the Contractor the Fees, and the Contractor may issue invoices for those Fees, at the following times and in the following manner.

[Insert details of fees payable and of invoicing / payment arrangements].

Item 5 Personnel

The following persons must perform the Services:

[Insert names].

Approved subcontractors

[Insert names].

Item 6 Facilities.

6A. *[Insert details (provided by contractor)].*

6B. *[Insert details (provided by DAIS)].*

Item 7 Location

The Services must be carried out at *[Insert address].*

Item 8 Insurance

The following insurance policies must be effected and maintained by the Contractor:

Public Liability of \$10M minimum.

Professional Indemnity of \$1M minimum. *[If required this can be \$1M to \$50M dependant on identified levels of risk exposure]*

Item 9 Reports

The Contractor must provide the following written reports to the Project Manager by the dates specified for each report:

[Insert details of reports and dates].

Item 10 – Project Manager

The Project Manager is: *[Insert Project Manager's name].*