Tender No. DOT405016

Request for Tender for

Reform to the Taxi User Subsidy Scheme

Closing Time: 2:30:00 PM Perth WA, Monday 12 September 2016.

Lodgement Options:

<table>
<thead>
<tr>
<th>Electronically:</th>
<th>The Tender may be lodged electronically (the preferred method) by uploading at: <a href="http://www.tenders.wa.gov.au">www.tenders.wa.gov.au</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>By Hand or Post:</td>
<td>The Tender shall be in a suitable envelope or package and clearly marked with the Tender Number and Title. The Tender shall be mailed to or lodged in the Tender Box at the address listed below.</td>
</tr>
<tr>
<td></td>
<td>By hand: Tender Box (DOT405016) Procurement and Fleet Management Department of Transport 2nd Floor, Gordon Stephenson House 140 William Street Perth WA</td>
</tr>
<tr>
<td></td>
<td>By post: Tender Box (DOT405016) Procurement and Fleet Management Department of Transport GPO Box C102 Perth WA 6839</td>
</tr>
</tbody>
</table>

PLEASE REFER TO SECTION 2.1 FOR DETAILS ON THE NON-MANDATORY BRIEFING

Contact Officer

Enquiries about the RFT should be directed to:

Daniel Earl Ph: (08) 9323 5207
(*) e-mail: Daniel.Earl@transport.wa.gov.au

NB: (*) Do not use this e-mail address to lodge your Tender.

Issue Date: Monday 22 August 2016.
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PART ONE – INFORMATION FOR THE TENDERER

1 GENERAL CONDITIONS OF TENDERING

1.1 Definitions

In this RFT, except where the context otherwise requires, the following words and expressions have the same meanings as they have in the General Conditions of Contract:


The following additional definitions are applicable to the RFT.

Addendum means any or all addenda to the RFT.
Client this is the Department of Transport when managing the Contract i.e.: giving directions, receiving Deliverables, making decisions, dealing with the Consultant etc.
Closing Time means the date and time specified on the front of the RFT as the closing time for submission of Tenders.
Collusive Tendering Agreement means an agreement by two or more persons for the submission of identical Tenders or a joint Tender for the supply or acquisition of goods or services or any other agreement which has the effect of preventing or restricting competition among all or any of the parties in respect of tendering for the supply or acquisition of goods or services whether the agreement was made before or was made after the issue of the RFT and whether or not the agreement relates expressly or exclusively to tendering.
Conditions of Tendering means the conditions of tendering set out in the RFT including the additional conditions of tendering.
Consultant this is the successful tenderer who will be awarded the Contract. The Consultant is who you will be directing and dealing with to perform the Services.
Contract this is the agreement between the Client and the Consultant.
Department/DOT means the Department of Transport.
Deliverables these are the reports, documents and other items that the Consultant will hand over to the Client as a requirement of the Contract.
Fee this is the price the Client will pay to the Consultant for performing the Services.
Members individual members of the Taxi Users’ Subsidy Scheme.
RFT means the request for: tender, quotation, proposal, expression of interest or registration of interest, as the case may be, including all the documents mentioned or referred to and forming part of the RFT and any Addendum.
Tender Number means the tender number specified on the front of the RFT.

Schedules of Fees means the schedules provided by you in accordance with the Tender and/or the schedules of Fees in the resulting Contract, as the case may be.

Scope this is the description (specification) of the Services to be performed under the Contract and how they relate to the project being undertaken by the Client.

Services these are all of the tasks, activities and overall work (including Deliverables) that are described in or reasonably inferred by the Scope.

Tender means the documents constituting a Tenderer's offer to deliver the Department's requirements under the RFT.

Tender Box means the locked box located at the address specified on the front of the RFT for the purpose of receiving responses to RFTs.

Tenderer or you means the person submitting a Tender.

TUSS/ scheme means the Taxi Users' Subsidy Scheme

1.2 Interpretation

In this RFT, except where the context otherwise requires,

(a) 'person' includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(b) 'includes' is not a word of limitation;

(c) a reference to Legislative Requirements includes all amendments, re-enactments and replacements to Legislative Requirements;

(d) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and

(e) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

1.3 Conditions of Tendering

The Conditions of Tendering are the terms and conditions on which the Department will receive and evaluate Tenders. The Conditions of Tendering also specify the criteria against which Tenders will be evaluated.

The Conditions of Tendering set out what information and documents you must provide in your Tender. If you do not provide the required information or documents, the Department may reject your Tender. If you have any doubt as to what you are required to do, please write to or speak to the Contact Officer for tendering enquiries.

It is your responsibility to obtain copies of all documents, including Standards and Codes, mentioned or referred in the RFT. These documents will not be provided by the Department.

Participation in any stage of this Tender process, or in relation to any matter concerning the RFT, will be at your sole risk, cost and expense. The Department will not be responsible under any circumstances for any costs or expenses incurred by you in preparing or lodging a Tender or in taking part in the Tender process or taking any action related to the Tender process.
1.4 Clarification and Addenda

Any changes necessary to the RFT will be made by formal addendum.

Addenda to the RFT may be issued before the Closing Time for the purpose of clarifying the RFT or to effect changes in the technical or commercial aspects of the RFT. Addenda will be sent to the contact address or contact e-mail address of each person or organisation to whom a copy of the RFT has been issued. Recipients of addendum should acknowledge receipt. Addenda issued become part of the RFT.

Questions from persons seeking clarification and the Department’s responses to those questions will be circulated to all Tenderers registered with the Department where the Department considers that this is appropriate.

1.5 Right to discontinue or suspend

The Department reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace the RFT or any part of the RFT. The Department will notify you if it proposes to exercise any of its reserved rights under this clause.

Participation in the Tender process is at your sole risk, cost and expense and the Department will not be responsible under any circumstances for any costs or expenses incurred by you in preparing or lodging a Tender or in taking part in the Tender process or taking any action related to the Tender process if the RFT is cancelled, varied, supplemented, superseded or replaced.

1.6 Right to extend Closing Time

The Department may extend the Closing Time by informing all Tenderers and notifying all persons to whom the Department has issued the RFT at the contact address or contact e-mail address that has been provided to the Department. It is the responsibility of each person submitting a Tender to notify the Department in writing of any change of address or change of e-mail contact address.

1.7 Make due allowance for conditions and conflict between conditions

Your Tender shall make all due allowances for and be based on the provisions of the Conditions of Tendering and the General Conditions of Contract and any other terms and conditions included in the RFT.

In the event of there being any conflict between the Conditions of Tendering and the General Conditions of Contract and any other terms and conditions included in the RFT, the Conditions of Tendering shall take precedence.

1.8 Tenderer to be informed

It is understood that you have:

(a) examined the RFT and any other information available to you for the purposes of tendering;
(b) examined all further information relevant to the risks, contingencies and other circumstances having an effect on your Tender, which is obtainable by making reasonable enquires;
(c) examined the site and its surroundings, including site access, the ground conditions and the affects of the weather;
(d) satisfied yourself as to the correctness and sufficiency of your Tender including Fees which shall be deemed to cover the cost of complying with all Conditions of Tendering and all matters and things necessary for the due and proper performance and completion of the proposed contract; and
consulted relevant authorities to confirm the location of services that may be encountered and likely to be affected by any Services to be supplied under any resultant contract, including water, waste water, gas, telephone, electricity and drainage.

1.9 Tenderer’s own conditions

You must not include as part of your Tender your own general or special conditions of contract. If your Tender is the successful Tender, the resultant contract shall not include or be taken to be subject to your general or special conditions of contract unless specifically agreed with the Department and incorporated into the Contract by an express term or provision of the Contract.

1.10 No masquerades

If you are acting as an agent or as a trustee for, or jointly with, another person, you must disclose this in your Tender. If you fail to fully disclose the identity of all participants and the nature of your relationship with those participants, the Department may decide, in its absolute discretion, to reject your Tender.

1.11 No collusion

You must not enter into a Collusive Tendering Agreement.

Evidence of a Collusive Tendering Agreement may, at the absolute discretion of the Department, lead to the rejection of all Tenders from persons involved, and you and any persons involved may be debarred from future tenders called by the State of Western Australia.

1.12 Form of security

The Department may require you to provide security under the Contract as determined and as specified by the Department in the RFT.

Where no security is specified in the RFT, but the Department is not satisfied as to your financial capacity, the Department may require you to agree, before the award of any Contract, to provide security in a reasonable sum and in a form determined by the Department. Such security shall be lodged at the time of award of the Contract.

Such security may be a cash sum paid to the Department for retention by the Department or an unconditional bank guarantee in a form approved by the Department and issued from a bank in Australia acceptable to the Department. If you intend providing a bank guarantee you must include details of the bank from which you will obtain the bank guarantee.

1.13 Registration of Tenderer - foreign company

If you are a foreign company carrying on business or proposing to carry on business in Australia, you must be registered as a foreign company under the Corporations Law and you must have, in the opinion of the Department, the financial and technical capacity and the resources to fulfil any resultant contract.

1.14 Conflict of interest

A conflict of interest is any situation in which your private or personal interests, or interests that you owe to another body, may, or may appear to, influence or affect your obligation to act in the best interests of the public body to whom you are appointed to act. If you have any questions about conflicts of interests, you are advised to speak or write to the Contact Officer for tendering enquiries before you submit your Tender.
You must disclose to the Department any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the RFT or the performance of the Contract if you are a successful Tenderer.

The Department may, in its discretion, accept or reject your Tender if the Department considers that you have, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the RFT or the performance of the Contract if you are a successful Tenderer.

1.15 Subcontracting

You must state in your Tender whether or not you intend subcontracting the whole or part of the Services under the Contract if you are a successful Tenderer. If you intend to subcontract, you must provide full details of any proposed subcontracting arrangements.

1.16 Precedence of reproduced documents

You should be aware that if the RFT or any part of it is copied or reproduced in any way by you or by anyone on your behalf for the purposes of submitting a Tender and, at any stage, the reproduced material is found to differ from the RFT issued, in text or otherwise, then the form and content in the RFT issued by the Department shall take precedence over any copy or reproduction.

1.17 Site allowances

You must allow in your Tender for any site allowances that may be agreed between you and your employees or awarded by any State or Federal Industrial Commissioners, for the performance of the Contract if you are a successful Tenderer.

1.18 Scope

The Scope describes the scope of the Services that are required to be performed and their relationship to the project being undertaken by the Client.

1.19 Contents of Tender

You should try to complete your Tender in ink without making any alteration. If you have to alter your Tender, you must make sure that the alteration is initialled in the margin nearest the alteration by the person submitting the Tender.

Your Tender shall consist, as a minimum, of:

(a) a completed Schedules of Fees;
(b) other completed Schedules where required by the RFT; and
(c) other required information such as sheets or brochures that are part of the Scope.

1.20 Tender Fees

Unless otherwise indicated, Fees shall be expressed in Australian Dollars (A$) and include all applicable levies, duties, taxes, primage and charges applicable to the Services associated with the performance of the Contract if you are a successful Tenderer.

Any fee not stated in your Tender as being an additional fee will not be allowed as a fee against any transaction under the Contract if you are a successful Tenderer.

You must quote all Fees exclusive of GST.
1.21 Conformity of Tender

Unless otherwise stated in your RFT, your Tender shall be for all of the requirements and in conformity with the RFT and shall be accompanied by all other information required by the RFT. The Department may decide, in its absolute discretion, to reject any Tender which does not conform with the Conditions of Tendering.

1.22 Alternative Tender

If you submit an alternative tender it must be clearly marked “Alternative Tender” and you must:

(a) highlight and detail how each amendment or variation differs from the requirements of the RFT; and

(b) detail the monetary and non-monetary benefits of each amendment or variation.

The Department may decide, in its absolute discretion, to reject an alternative tender.

1.23 Australian Business Number (ABN)

You must either provide your ABN or state why you do not have an ABN.

1.24 Lodging a Tender

Your Tender must be sealed in an envelope or in a suitable package and clearly marked with the Tender Number and title as specified on the front of the RFT. The sealed envelope or package should either be lodged in the Tender Box at the address specified on the front of the RFT before the Closing Time or posted in sufficient time to enable receipt and lodgement by the Department’s staff in the Tender Box before the Closing Time.

It is your responsibility to ensure that your Tender is lodged in the Tender Box before the Closing Time.

By submitting a Tender you are making an offer to supply the Services described in the RFT:

(a) at the Fees set out in the Schedule of Fees; and

(b) in accordance with your Tender, the RFT, including the Conditions of Tendering, the General Conditions of Contract, the Scope and any additional information you submit as part of your Tender.

If your Tender is a successful Tender, you agree that unless a formal agreement is executed, a letter of acceptance (with or without conditions, as the Department determines) from the Department shall constitute acceptance of your offer.

1.25 Late Tenders

If your Tender is not received before the Closing Time, it is a late tender and will be excluded from consideration unless you provide conclusive evidence of mishandling of your Tender by the Department.

Your Tender will be taken to have been mishandled by the Department if it was received before the Closing Time at the address specified on the front of the RFT for receipt of Tenders but was not transferred to the Tender Box by the Closing Time due to an act or omission of an employee or agent of the Department.
1.26 Disclosure of business information

Before the award of a Contract, you shall, if required by the Department, submit to a business risk analysis by the Department's Business Information Consultant. If you fail to provide the consultant with the necessary business information he or she requires, your Tender may be rejected.

1.27 Government and State Supply Commission supply policies

The Department will apply relevant State Supply Commission supply policies and other government policies, as detailed in the RFT, when assessing Tenders.

1.28 Acceptance/rejection of Tenders

The Department is under no obligation to accept the lowest Tender.

The Department is under no obligation to accept any Tender and may reject any Tender or all Tenders at its discretion.

1.29 Selection of preferred Tenderer

The Department may select, but is not obliged to select, one or more Tenderers as a preferred Tenderer.

Selection as a preferred Tenderer does not constitute acceptance of your Tender or confer any other rights on you and the Conditions of Tendering, continue to apply until such time as a Contract is awarded or the RFT is terminated.

1.30 Negotiation

Following the evaluation of Tenders and before awarding the Contract, you may be asked to enter into negotiations with the Department to resolve any issues applicable to your Tender. However, these negotiations will not be conducted as parallel negotiations with the intent of trading you off against another person who has submitted a Tender, but will be undertaken as a separate exercise.

Should the negotiations fail to resolve the issues, the Department may decide to reject your Tender.

1.31 General Conditions of Contract

The General Conditions of Contract are the terms and conditions on which the successful Tenderer will contract with the Department.

The General Conditions of Contract will be treated as having been issued and constitute part of the RFT. A copy of the General Conditions of Contract may be purchased from the Standards Association of Australia, via the Internet (www.saiglobal.com/shop) or from their offices in each capital city.

The terms and conditions may be varied during the negotiation process by agreement between the Department and the successful Tenderer.

1.32 Ownership of Tenders submitted

All documents, materials, articles and information submitted by you as part of, or in support of your Tender shall become, upon submission, the absolute property of the Crown in right of the State of Western Australia and will not be returned to you at the conclusion of the tendering process.

You will retain copyright and other Intellectual Property Rights in all documents, materials, articles and information submitted, unless otherwise stated in the RFT.
1.33 Public disclosure of contract details

You should be aware that information relating to contracts awarded which are in excess of $50,000 will be published on the Western Australian Government Tenders WA website.

Deliverables and Documents and other information relevant to the Contract may be disclosed when required by the State Supply Commission or Government policy or required by law including the Freedom of Information Act 1992, or by the tabling of documents in Parliament or under an order of the court.
2 ADDITIONAL CONDITIONS OF TENDERING

2.1 Supplier briefing/site inspection

A supplier briefing is to be held, as per the details below.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Mandatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time:</td>
<td>10:00 am</td>
</tr>
<tr>
<td>Date:</td>
<td>Friday 2 September 2016</td>
</tr>
<tr>
<td>Place:</td>
<td>20 Brown Street, East Perth</td>
</tr>
<tr>
<td>Special Instructions:</td>
<td>Those attending the briefing are requested to meet the Department's representatives at 20 Brown Street, East Perth</td>
</tr>
</tbody>
</table>

Please telephone or send an e-mail to the Contact Officer for tendering enquiries, to inform him or her that you will be attending the briefing.

2.2 Contact Officer for enquiries and clarification

Prospective Tenderers should seek clarification from the relevant Contact Officer if they have any questions or issues relating to anything mentioned or referred to in the RFT. Details of the Contact Officers are specified on the front of the RFT. Ideally, enquiries should be in written form (e-mail is acceptable) and be submitted at least five working days before the Closing Time before 2.30 pm (Perth WA), on 12 September 2016. The Department may not be able to respond to enquiries received after the time and date stated above.

NB Unauthorised communication with other employees of the Department may lead to your Tender being excluded from consideration by the evaluation panel.

2.3 Number of copies of Tender if submitting hard copies by hand or post

You must provide an original of your Tender, marked as the original and unbound, plus three (3) complete copies.

You are requested NOT to permanently bind the Tender i.e. in plastic or metal spiral or other binders. Stapling is the preferred method (plastic, vinyl or cardboard folders are other suggested methods of presentation). A4 size Tenders are preferred.

2.4 Validity period of Tender

Your Tender shall remain valid and open for acceptance by the Department for a minimum period of three (3) months. The validity period shall commence from the Closing Time.

The minimum period stated above may be extended by the Department if the Department gives you and all other Tenderers notice of the extension of the period.

2.5 Electronic transmission of Tenders

A Tender may be submitted electronically but you then must ensure that the electronic copy of the Tender is in one of the following file format and extensions:

```
.doc* .pub* .pdf# .txt .rtf .ppt .xls*
```
The Tender must be received in full by the Department prior to the Closing Time. If you submit the Tender electronically, you agree that:

(a) receipt of the Tender will be determined by the date and time shown on the electronic tender lodgement service receipt issued or, if no receipt is issued, the date and time which the Department's computer records that the Tender was received;

(b) if the electronic copy of the Tender contains a virus then, notwithstanding any disclaimer made by you in respect of viruses, you must pay to the Department all costs incurred by the Department arising from, or in connection with, the virus;

(c) lodgement of electronic files may take time and you must make your own assessment of the time required for full transmission of your Tender;

(d) the Department will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Tender;

(e) if the electronic copy of the Tender becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the Department may request you to provide another copy of the Tender either electronically or in hard copy or both;

(f) if the Department requests the provision of another copy of the Tender, then you must;

   (i) provide the copy in the form or forms requested within the period specified by the Department;

   (ii) provide a statutory declaration that the copy is a true copy of the Tender which was electronically submitted by you and that no changes to the Tender have been made after the initial attempted electronic submission; and

   (iii) provide a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.

2.6 Facsimile transmission of Tenders

Facsimile Tenders will not be accepted.

2.7 Tenders for all or part of the Services

Your Tender must be for all of the Services described in the RFT. Failure to quote fully on all of the Services may result in your Tender being rejected.

2.8 Proposed type of Contract

The Department's preference is to award a sole Consultant contract. However, this will depend on the ability of Tenderers to meet the Department's requirements. The Department reserves the right to select:

(a) a sole Consultant for the entire Contract; or

(b) not proceed with any of the Tenders received for any reason.

Should the Department select either (a) or (b) above the Fees quoted in the Schedule of Fees for the supply of the Services must remain firm.
2.9 Execution of the Contract by a company

If you are a company submitting a Tender, you must state how your company intends to execute the Contract under the Corporations Act if you are a successful Tenderer, i.e:

(a) signed by 2 directors without using the company seal; or
(b) signed by a director and the company secretary without using the company seal; or
(c) signed by a sole director who is also the sole company secretary of a proprietary company without using the company seal; or
(d) if your company seal is to be used, the use of the seal to be witnessed (and signed) by 2 directors; or
(e) if your company seal is to be used, the use of the seal to be witnessed (and signed) by a director and the company secretary; or
(f) if your company is a proprietary company with a sole director who is also the sole company secretary, and if your company seal is to be used, the use of the seal to be witnessed (and signed) by the sole director who is also the sole company secretary.
3 SCOPE

3.1 Introduction and Background

The Department of Transport’s (DoT) key focus is on operational transport functions and strategic transport planning and policy across the range of public and commercial transport systems that service Western Australia.

DoT connects people with goods and services through a system of roads, railways, airports, ports and waterways, and educates and regulates to keep them safe within those networks. DoT co-ordinates and prioritises the transport-related infrastructure that allows the WA economy to grow.

Meeting the travel needs of people with a disability is a key area for Government, with the Public Transport Authority continuing to enhance its wheelchair accessible services and facilities.

DoT also licenses a number of wheelchair accessible taxis (Multi-Purpose Taxis (MPTs)) and provides financial incentives for these vehicles to provide on-demand transport services to people with a disability.

The Department currently manages and administers travel subsidies for certain groups, including the Taxi Users’ Subsidy Scheme (TUSS) for people with a severe permanent disability that makes them unable to use conventional public transport.

DoT has a requirement to review the effectiveness, efficiency and administration of the TUSS.

On-demand transport is a user-orientated form of transport characterised by flexible routing and ad-hoc scheduling of small, medium and large vehicles operating between pick-up and drop-off locations according to a passenger’s wishes, for which the passenger pays according to the distance travelled and time of day.

TUSS is currently a voucher-based scheme to subsidise taxi travel for people with a severe disability that prevents them using conventional public transport services. To be eligible for TUSS, a person must be a permanent resident of Western Australia and have a severe permanent mobility, cognitive or vision disability that prevents them from using a conventional public transport service.

There are three TUSS member categories; each with a different voucher type (see Appendix A). Each category reflects the vehicle type used to transport the member and the member’s restriction or disability.

The category type dictates the maximum subsidy entitlement of the member per trip and if a co-payment is payable by DoT (see Appendix B). A co-payment is an incentive paid to a driver to provide services to members who travel in their wheelchair. DoT currently provides subsidy payments and co-payments to drivers via a third party after the trip. This is facilitated by the TUSS member utilising a DoT issued voucher as part payment for the fare. The driver then redeems the voucher for payment. There is no current cap on the number of trips a TUSS member can claim the subsidy. Eligibility is assessed on the basis of an applicant’s disability without reference to his/her ability to access public transport.

There are around 15,000 active TUSS members, averaging around 40 trips per year. Subsidies of around $9,000,000.00 - $10,000,000.00 are paid by Government annually under the Scheme. Additional background information on TUSS can be found at http://www.transport.wa.gov.au/taxis/taxi-users-subsidy-scheme-tuss.asp
On-demand transport is currently experiencing significant change. Consumer preferences and technology have evolved, facilitating entry of new transport providers. Persons with a disability require improved access to on-demand transport and thereby TUSS should support this preference.

The disability sector is also undergoing significant reform. The National Disability Insurance Scheme (NDIS) supports eligible people with a disability to plan and gain access to appropriate supports and services based on their individual needs and goals. Trials of the NDIS in WA have commenced.

Together these reforms signal an ideal time to review the operation of TUSS and to plan for enhancements that are aligned with these developments.

3.2 Purpose

The Department is seeking the services of a suitably qualified and experienced Consultant to advise on the scope and delivery of a user subsidy scheme that will ensure people with a severe permanent disability who cannot access conventional public transport can meet their reasonable travel needs using on-demand transport services.

In doing so, the Consultant will take into account the continued enhancement of disability access to conventional public transport in WA and the potential for increased choice in on-demand transport providers for people with a disability. Additionally, the Consultant will consider options for the cost-effective and efficient delivery of the subsidy to eligible members, including governance requirements to ensure fraud minimisation.

The Consultant will consider these matters in light of the National Disability Insurance Scheme and its impact on on-demand transport to ensure duplication of subsidisation is mitigated.

3.3 Services to be provided

The Consultant will be required to:

1. review operation of the existing scheme in terms of membership criteria, ease of use, patronage, potential for fraud and misuse and cost of administration;
2. identify areas for enhancement that will address any issues identified from the above review; and
3. put forward justifiable options and recommendations for the efficient delivery of a fair and cost-effective travel subsidy Scheme for the target population. This is to take into account the reforming nature of the on-demand transport industry and the wider provision of services under the NDIS and NDS.

To deliver the Services, the Consultant will be required to consult broadly with existing TUSS members, disability groups, government agency staff in the transport and disability services portfolio and current and prospective on-demand transport providers.

To produce the Deliverables, the Consultant will also be required to research similar schemes in other Australian and international jurisdictions and consider how the recommended options to improve the WA Scheme align with State and Commonwealth Governments' objectives in relation to transport services for people with a disability. This research will allow improvements to the Scheme to be considered with reference to other schemes, thereby allowing for removal or streamlining of various processes that could be implemented immediately or in the longer-term for the benefit of all Scheme participants.

The Consultant will also develop a simple model that will determine the cost impact to Government of the options for an improved scheme at varied levels of service provision.

Presentation(s) to the Client that summarise the final recommendations will be made by the Consultant.
During the duration of the Services, the Consultant will be required to provide progress reports to the Client. Further detail is provided at 3.5.1 below.

3.4 Tasks and activities to be undertaken

The Consultant shall undertake the following tasks:

3.4.1 Review operation of the existing Scheme and identify options for improvement

The future travel subsidy scheme must align with the Government's transport and disability service goals to improve access for people with a disability. The recommended scheme will be member-focused and convenient for members, take into account the full range of current and potential on-demand transport providers, ensure efficient processing and timely reimbursements to transport providers and be cost-effective for the Department administering.

To deliver this task, the Consultant will:

- examine patronage and membership of the existing Scheme as part of an assessment of whether the overall objectives are being delivered and to what degree;
- consider relevant Australian and international schemes that provide subsidies for on-demand transport services to the target population;
- examine relevance of the Commonwealth Disability Standards for Accessible Public Transport to TUSS;
- in identifying areas for improvement, consider the needs of all participants in the Scheme including on-demand transport drivers, members and the administering department;
- outline the basis for determining the quantum of subsidy;
- identify the relationship between any proposed enhanced scheme and the NDIS;
- consider what constitutes a reasonable transport need in the context of government subsidisation of this type;
- consider the potential impact on the Scheme of wheelchair accessible on-demand transport services being provided by operators other than taxis; and
- provide recommendations on how successful delivery of an enhanced scheme should be measured.

A short summary of this initial examination and review is to be provided to the Client so that the options for improvement that have been identified can be assessed before an agreed preferred way forward is developed for delivery.

3.4.2 Provide options and recommendations for delivery of an enhanced subsidy scheme

The Consultant will consider how an enhanced subsidised travel subsidy scheme can be delivered to eligible members in a cost-effective and efficient manner. Issues to be considered in making recommendation would include, but not limited to:

- mechanisms for payment of the subsidy to either customers directly or service providers;
- mechanisms that would minimise the potential for fraud;
- a streamlined, customer-focused membership applications process that ensures subsidies are only made available to people meeting the eligibility criteria;
- the cost and effectiveness of administration of the Scheme by Government;
- contemporary best practice in the provision of disability support services;
- the potential for improved efficiency by leveraging other schemes that provide services to the target population; and
• minimisation or eradication of potential cross subsidisation by related schemes, including the National Disability Insurance Scheme.

3.4.3 Transition

The Consultant will consider transitional arrangements from the current Scheme to an improved future scheme and/or an agency that may more effectively deliver the Scheme.

3.4.4 Stakeholder consultation

Consultation will occur with disability organisations, government agencies, transport providers and payment system providers that could offer knowledge or other improvements to the delivery and effectiveness of the Scheme.

Disability organisations to consult include National Disability Services, the Disability Services Commission and People With Disabilities (WA) Inc. These peak organisations represent a vast membership of users as well provide or administer disability services and develop policy.

Other Australian Government departments that administer disability schemes should also be consulted. For example, the Mobility Allowance administered by the Department of Human Services or the Western Australian National Disability Insurance Scheme run by the Disability Services Commission all have a role in transportation outcomes. Similarly, relevant international disability subsidy schemes should be considered.

Current providers of on-demand transport services should be consulted (such as the new Multi-Purpose Taxi Dispatch Service) to determine their experiences and views to encourage improved access. Possible new entrants such as Community Transport providers or charter vehicle operators should also be consulted.

Consultation will also occur across the Western Australian Transport Portfolio to leverage knowledge and experience in delivering disability transport schemes.

3.5 Deliverables

The Consultant will deliver two reports culminating in recommendations for the efficient delivery of a cost-effective travel subsidy scheme for people with a severe permanent disability who cannot access conventional public transport, that take into account the reforming nature of the on-demand transport industry and the wider provision of services under the NDIS and NDS.

A short summary report outlining the findings of the initial examination and review of TUSS and the options for improvement that have been identified is to be prepared for consideration by the Client. These options will be assessed before an agreed preferred way forward is developed for consideration of how the enhanced scheme can be delivered.

A further draft and final report will be prepared, documenting in more detail:
• the findings of the review of the existing TUSS operation;
• the key learnings from the consultation with TUSS members and stakeholders;
• the suggested improvements to the Scheme to meet customer, government and provider expectations;
• the recommended scope of the subsidy scheme, taking into account the changing nature of on-demand transport services and the potential for non-taxi providers;
• the most cost-effective and efficient means for delivering the subsidy or the subsidised service to the members and its linkages to the NDIS;
• the basis on which the quantum of subsidy should be derived; and
• the key steps and timeframes for transitioning from the existing TUSS to the recommended enhanced scheme.
The Client will provide the Consultant with information on the current membership, usage, levels of misuse and subsidy payments for TUSS.

3.5.1 Progress Reports

The Consultant is to provide fortnightly progress reports to the Client. The aim of these reports is to enable both the Client and the Consultant to be fully aware of the progress of the Contract. The form and standard of the progress reports should be of sufficient quality to be submitted to various oversight groups such as a Steering Committee, Corporate Executive or Project Control Group.

Each report is to clearly describe progress to date against the project plan, including a brief commentary on each task or milestone completed and forthcoming tasks and any associated issues, difficulties or complexities likely to be encountered.

3.5.2 First Draft

The first draft report will be provided for review by the Client and selected stakeholders and feedback will be offered to the Consultant within an agreed timeframe. Feedback will be incorporated into the final report.

3.5.3 Final Report

The final report is to address the items identified in the Scope and include executive summary, main findings, conclusion and key recommendations/options and methodology, transition options, and other data as appendices.

The final draft must be provided to the Client by 30 November 2016.

3.5.4 Number of Copies

The Consultant is to provide one electronic copy of the draft reports for the Client to review. It is expected that adequate internal checking and editing of the draft work is to be completed by the Consultant prior to submission.

Following the review, the Consultant shall provide ten (10) copies of the final report as follows:
(a) eight bound copies (double sided);
(b) one unbound copy (single sided, suitable for photocopying and printing); and
(c) one each of a PDF copy, a Word copy and a power point presentation.

The final report shall be written in a way that reflects the likelihood of it, or parts of it, becoming public once completed.

Allowance should also be made for a power point presentation (approx. 30 mins) to the Client. Allow a total meeting time of 1.5 hours.

3.6 Timeframes for the Services

The Consultant is required to meet the indicative / key dates for the following tasks:

<table>
<thead>
<tr>
<th>Task</th>
<th>Date / Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Meeting</td>
<td>Within 7 days of contract commencement</td>
</tr>
<tr>
<td>Short summary of review of existing Scheme and identified areas for improvement</td>
<td>28 October 2016</td>
</tr>
<tr>
<td>Delivery of Draft Report outlining options and recommendations</td>
<td>8 December 2016</td>
</tr>
<tr>
<td>Delivery of Final Report outlining options and recommendations</td>
<td>22 December 2016</td>
</tr>
</tbody>
</table>
3.7 Location of Service Provision

The Consultant may be required to attend meetings at any of the Client’s metropolitan premises. The Consultant may also be required to attend meetings at the premises of other key stakeholders located in the Perth Metropolitan area e.g. Disability Services Commission.

It is not expected that travel outside of the metropolitan area will be required. Generally, it is expected that the Services will be undertaken using phone and email.

3.8 Documents to be provided by the Client

The Client will provide further statistical information including current performance levels by on-demand transport operators and costs to administer TUSS.

3.9 Payment Schedule

The Consultant will receive payment based on the number of hours required to complete the project and at the following payment milestones:

1. Provision of short summary of review of existing Scheme and identified areas for improvement;
2. Delivery of Draft Report outlining options and recommendations; and

3.10 Performance Review

The Consultant will be subject to regular performance evaluations.

Indicators of performance will include:

(a) Compliance with the Scope.
(b) Deliverables provided as required by the Contract.
(c) Completion by due date for completion.
(d) Communication – prompt advice of any problems to Client’s representative.
(e) Complaints – recording and reporting to Client as required.
(f) Contract management – attends meetings on time, required actions undertaken within agreed time frames, reports provided on time.
(g) Safety – compliance with Legislative Requirements.
(h) Accuracy and quality of advice, reports, budgets and other data provided to the Client’s representative;
(i) High level of acceptance of outputs by the Steering and Technical Committee.

3.10.1 Reporting and necessary statistics

The Consultant may be required to provide information to the Client’s representative on the following:

(a) Number of revisions of Deliverables/reports.
(b) Number of missed deadlines/nominated time frames.

3.11 Appendices

See attached Appendices A and B.
# 4 CHECKLIST

It is always a good idea to use a checklist. The following checklist is provided to assist you in lodging a Tender that complies with the requirements and the Conditions of Tendering.

<table>
<thead>
<tr>
<th>Things you should consider</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning your response</strong></td>
<td>Make sure that you read and that you understand the RFT and any accompanying documents and any documents mentioned or referred to in the RFT before you submit your Tender.</td>
</tr>
<tr>
<td>Do you understand what you have to do to submit a Tender that will meet all of the requirements?</td>
<td>If in doubt about what you are required to do, you should speak to the Contact Officer for tendering enquiries and you should also ensure that you attend any pre-tender briefing sessions or site inspections.</td>
</tr>
<tr>
<td>Is there anything that you don't understand?</td>
<td>The date and time is on the first page of the RFT.</td>
</tr>
<tr>
<td>Do you know the date and time when your Tender has to be submitted?</td>
<td>If you propose to sub-contract or form a consortium for the whole or part of the Services, you should make sure that you give your subcontractors or your consortium members' adequate time to provide input into the Tender.</td>
</tr>
<tr>
<td>Do you propose to supply all of the Services yourself or will you be subcontracting or forming a consortium?</td>
<td>Make sure that you read and that you understand the General Conditions of Contract before you submit your Tender. If in doubt, you should consider seeking legal advice.</td>
</tr>
<tr>
<td>Any Contract which arises as a result of your submission of a Tender will be subject to the General Conditions of Contract.</td>
<td>If you don't include all the information you are required to include or attach all the documents that you are required to attach, your Tender may be non-compliant with the requirements and may not be considered by the evaluation panel.</td>
</tr>
<tr>
<td>Have you included all the information and attached documents that you are required to provide?</td>
<td>Your Tender will be evaluated on its content and not on any elaborate or embellished presentation.</td>
</tr>
<tr>
<td>(a) have you addressed all matters relating to the evaluation criteria?</td>
<td></td>
</tr>
<tr>
<td>Things you should consider</td>
<td>Explanation</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Have you noted the numbering and formatting that is used in the RFT?</td>
<td>Try to ensure that your Tender follows the general format and numbering set out in the RFT.</td>
</tr>
<tr>
<td>Are you sure that you have addressed all the requirements of the RFT?</td>
<td>It is strongly recommended that you carefully read through your Tender to make sure that you have addressed all requirements of the RFT.</td>
</tr>
<tr>
<td>Have you said whether or not you are prepared to contract on the basis of the General Conditions of Contract?</td>
<td>If you are not prepared to contract on the basis of the General Conditions of Contract, you must state clearly which conditions you object to or are not prepared to comply with and the reasons why you object to them or why you are not prepared to comply with them.</td>
</tr>
<tr>
<td>Have you completed and included the Schedules of Fees?</td>
<td>If you don't complete and include costing for all items, your Tender may be non-compliant and may not be considered by the evaluation panel.</td>
</tr>
<tr>
<td>Has any Addendum been issued that has changed the requirements in the RFT?</td>
<td>If so, make sure that you read and that you understand and address all the requirements set out in the Addendum before you submit your Tender.</td>
</tr>
<tr>
<td>Is your Tender an alternative tender?</td>
<td>If so, check with the Contact Officer for tendering enquiries that an alternative tender will be considered and if it will, clearly state in <strong>bold type</strong> that your Tender is an alternative tender</td>
</tr>
<tr>
<td>Have you contacted your referees to ask them if they are prepared to act as referees on your behalf?</td>
<td>If not, you should do so before you submit your Tender.</td>
</tr>
<tr>
<td>Have you attached a copy of your organisation's Code of Conduct/Ethics and/or relevant industry Code of Conduct/Ethics?</td>
<td>If not, you should do so before you submit your Tender.</td>
</tr>
<tr>
<td>If you are a company lodging a Tender, have you said how you propose to execute any contractual documents?</td>
<td>If not, you should state whether or not you will use the company seal to execute documents and whether or not you are a proprietary company with a sole director who is also the sole company secretary.</td>
</tr>
</tbody>
</table>

**Submitting your Tender**

<p>| Have you signed and included any forms or schedules that need to be signed? | If not, your Tender may be non-compliant and may not be considered by the evaluation panel                                                                                                            |
| Have you included current certificates of insurance including, for example, public liability insurance, workers compensation insurance, plant and vehicles insurance and professional indemnity insurance? | If not, you should submit current certificates of insurance with your Tender.                                                                                                                        |</p>
<table>
<thead>
<tr>
<th><strong>Things you should consider</strong></th>
<th><strong>Explanation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>How should you submit your Tender?</td>
<td>If you are unsure, check with the Contact Officer for tendering enquiries that a fax is acceptable and how many copies are required to be submitted if you submit your Tender by post or by hand.</td>
</tr>
<tr>
<td>If you are posting your Tender, do you know what you should write on the outside of the envelope?</td>
<td>Check to see if specific information is required and how it is to be presented. At the very least, you should quote the Tender Number and a full description of the Services to be supplied.</td>
</tr>
<tr>
<td>If you are submitting your Tender electronically through Tenders WA, do you know what the file type and size limitations are?</td>
<td>Check the file size of your Tender and ensure it fits within the Tenders WA file type and size limits.</td>
</tr>
</tbody>
</table>
5 TIMETABLE

The anticipated tendering and evaluation timetable is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFT issued</td>
<td>22 August 2016</td>
</tr>
<tr>
<td>Non-Mandatory Briefing Session</td>
<td>2 September 2016</td>
</tr>
<tr>
<td>Closing Time</td>
<td>12 September 2016</td>
</tr>
<tr>
<td>Evaluation of Tenders</td>
<td>20 September 2016</td>
</tr>
<tr>
<td>Nomination of preferred Tenderer (if required)</td>
<td>30 September 2016</td>
</tr>
<tr>
<td>Negotiation period (if required)</td>
<td>7 October 2016</td>
</tr>
<tr>
<td>Anticipated date of Contract Award</td>
<td>14 October 2016</td>
</tr>
</tbody>
</table>

The Department reserves the right to amend the above dates as required.

6 TENDER EVALUATION PROCESS

6.1 Summary of the Tender evaluation process

Tenders will be evaluated using information provided by you in your Tender, clarifications, interviews etc (as applicable).

A panel of persons appointed by the Department will evaluate Tenders on the basis set out below.

At any phase of the tender evaluation process:

(a) Tenders may be short-listed based on the assessment against the evaluation criteria and/or value for money considerations.

(b) You may be required to –
   (i) clarify any matters referred to you by the Department;
   (ii) attend an interview with, or make a presentation to the evaluation panel expanding on your Tender; and/or
   (iii) attend a site visit with the evaluation panel to clarify any matters and/or demonstrate your nominated reference sites.

(c) Following any clarification, interview, presentation or site visit, the evaluation panel may re-assess its scores which may lead to a change in the ranking of Tenders in order of merit.

(d) If you are the preferred Tenderer, you will be expected to enter into negotiations with the Department to agree the terms of conditions of the contract. If the terms and conditions are not agreed, the next highest ranked Tenderer may become the preferred Tenderer.

The Department is not bound to accept the lowest Tender or any Tender or any Part Tender.
6.2 Phases of the evaluation process

6.2.1 Phase 1: Terms and conditions of the RFT

In order for your Tender to progress to the next phase, it is essential that you comply with the terms and conditions mentioned or referred to in the RFT. These requirements are not weighted. The Department may decide, in its absolute discretion, to give some consideration to what, in its opinion, are considered minor non-conformities under value for money principles.

Compliant Tenders and Tenders accepted for further consideration proceed to Phase 2

6.2.2 Phase 2: Weighted criteria

At this phase, each panel member will individually assess and score each Tender against the weighted criteria. The members will then convene to reach a group score for each Tender which will lead to a ranking of Tenders in order of merit.

The weighted criteria are:

| (a)  | Suitability of Proposed Services and Methodology | 30% |
| (b)  | Specified Personnel                             | 30% |
| (c)  | Organisational Capacity and Demonstrated Experience | 40% |

6.2.3 Phase 3: Assessment of non-weighted criteria

At this phase, Tenders will be assessed against the non-weighted criteria, including cost, to further determine the order of merit based on capability to provide the Services and overall value for money. The non-weighted criteria are:

(a) Assessment against relevant Government policies.
(b) Cost and overall value for money.

6.3 Assessment of financial capacity

Before awarding a contract, the Department may assess your financial capacity to fulfil the obligations of any resultant contract. Such consideration may require you to provide appropriate additional financial information on request. After such consideration, the Department may elect not to further consider your Tender.
PART TWO - INFORMATION TO BE PROVIDED BY THE TENDERER

Tender No. DOT405016

Request for Tender for

Reform to the Taxi User Subsidy Scheme

NOTE:

You should provide the following information in your Tender under the following headings and in the same order. Failure to do so may result in your Tender being excluded from consideration.
PLEASE COMPLETE THIS SECTION AND RETURN WITH YOUR TENDER

7 YOUR NAME, ADDRESS ETC

7.1 Name and contact details

NAME (LEGAL NAME):

(Full name or names of your company, incorporated association, partnership or sole trader. If you are a partnership, state the full names of all individual partners.

REGISTERED BUSINESS NAME (TRADING NAME):

ABN ACN

ADDRESS: (Registered office or principal place of business)

BUSINESS POSTAL ADDRESS:

TELEPHONE NO: ( ) FACSIMILE NO: ( )

MOBILE NO:

EMAIL:

NAME OF CONTACT PERSON:

TITLE/OFFICIAL POSITION:

DATE:
7.2 Small business

You are required to disclose whether your business is a small business that employs less than twenty (20) people. You should note that your response to this disclosure requirement:
(a) will be used by the Department for statistical purposes only; and
(b) will not be used in the evaluation of the Tender.

7.2.1 Is your business a small business that employs less than twenty (20) people?
   ( Yes / No )

7.3 Are you acting as an agent for someone else or as a trustee of a trust?

7.3.1 You must state whether or not you are acting as the agent of a third party principal, and, if so, provide the name and address of that principal.

7.3.2 You must state whether or not you are acting as a trustee, and, if so, provide the name of the trust and the name and address of each beneficiary.

<table>
<thead>
<tr>
<th>Are you:</th>
<th>YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acting as the agent of a third party principal?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Acting as trustee of a trust?</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

If Yes to either above, provide details as requested:

7.4 Execution of the Contract by a company

Please state how your company intends to execute the Contract under the Corporations Act if you are a successful Tenderer, ie:
(a) signed by 2 directors without using the company seal; or
(b) signed by a director and the company secretary without using the company seal; or
(c) signed by a sole director who is also the sole company secretary of a proprietary company without using the company seal; or
(d) if your company seal is to be used, the use of the seal to be witnessed (and signed) by 2 directors; or
(e) if your company seal is to be used, the use of the seal to be witnessed (and signed) by a director and the company secretary; or
(f) if your company is a proprietary company with a sole director who is also the sole company secretary, and if your company seal is to be used, the use of the seal to be witnessed (and signed) by the sole director who is also the sole company secretary.

7.5 Supplier payments

Supplier payments are managed through the Department.

The following details will not be stored or registered with the Department unless you are the successful Tenderer.
7.5.1 Contact details for placing orders

- Details currently registered with the Department.
- Same as Postal Address above.
- Same as Address of Tenderer above.

Or complete the details below:

**ADDRESS FOR PLACING ORDERS:**

**TELEPHONE NO:** ( ) **FACSIMILE NO:** ( )

**MOBILE NO:** ( ) **EMAIL:**

**CONTACT PERSON:**

7.5.2 Details for payment (mandatory for EFT payment)

- Details currently registered with the Department.

Or complete details below:

**BANK AND BRANCH NAME:**

**ACCOUNT NAME:**

**BSB:**

**ACCOUNT NUMBER:**

7.6 Details of briefing session attendance

<table>
<thead>
<tr>
<th>Did you or your representative attend the optional briefing?</th>
<th>YES / NO</th>
<th>Name of person or persons who attended the briefing session:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of briefing session:</th>
</tr>
</thead>
</table>

7.7 Do you have a conflict of interest?

7.7.1 You must state whether or not you have or will have or are likely to have any conflict of interest with respect to your Tender or any resultant contract.

7.7.2 You must disclose any information which might be relevant to a perceived, potential or real conflict of interest with respect to your Tender or any resultant contract.
7.7.2.a The disclosure must take into consideration and include any other person or body connected to or undertaking business with you in such activities as the supply of services, advice, counselling, loans or other financial assistance or any other aid or assistance which may give rise to a perceived, potential or real conflict of interest.

→ YES / NO (please strike out the answer that is not relevant)

If yes, provide details as requested:

7.8 Insurance

You should provide certificates of currency for current insurance coverage as required in the Annexures to the General Conditions of Contract and mentioned or referred to in the RFT including the name of the Insurer, policy number, value insured and date of expiry. Evidence of such policies must be provided if requested.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Insurer</th>
<th>Policy No</th>
<th>Amount ($)</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.9 Compliance with provisions of the RFT

You must address each and every section of the RFT using the numbering sequence as in the RFT and the Tender must be submitted in the following format:

The Tender shall list the clause number and title and adopt the following response format:

(a) where the clause contains information only, the answer shall be in the form of “Noted and understood”.

(b) where the clause contains a Condition of Tendering, the answer shall be in the form of “Noted and comply”.

(c) where the clause contains contractual conditions, the answer shall be in the form of “Noted and agreed” or “Noted and not agreed/alternative” whichever is appropriate.

You may adopt the same format for indicating compliance to entire clauses, if appropriate, rather than responding to each clause number.

Information in support or explanation of the above form of answers should follow immediately after the answer. Cross referencing to avoid duplication of data is encouraged.

<table>
<thead>
<tr>
<th>Clause Reference No.</th>
<th>Clause Title</th>
<th>Comments / Details of Non-Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
7.10 Code of Conduct / Ethics

You must submit a copy of your organisation’s Code of Conduct/Ethics and/or relevant industry Code of Conduct/Ethics which will apply to all your personnel (and sub-contractors) associated with the performance of the contract if you are the successful tenderer.

Do you have an organisational Code of Conduct/Ethics and/or a relevant industry Code of Conduct/Ethics that will apply to all personnel associated with the contract if you are the successful tenderer?

→ YES / NO (please strike out the answer that is not relevant)

<table>
<thead>
<tr>
<th>If yes, provide details of code(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Alternatively.

Where you do not have your own organisational Code of Conduct/Ethics or relevant industry Code of Conduct/Ethics do you agree that the Department of Transport's Code of Conduct will apply to any personnel associated with the contract if you are the successful tenderer? The Department of Transport’s Code of Conduct can be obtained by contacting Daniel Earl on Daniel.Earl@transport.wa.gov.au or (08) 9323 5207.

→ YES / NO (please strike out the answer that is not relevant)

<table>
<thead>
<tr>
<th>If no, provide details:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
8 RESPONSE TO WEIGHTED EVALUATION CRITERIA

To demonstrate your ability to carry out the requirements of the RFT, you are required to provide sufficient information against each of the evaluation criteria using the same headings and in the same order as listed in the RFT. The following sub-clauses provide a guide to the type of information you are required to provide.

8.1 Suitability of Proposed Services and Methodology – 30% Weighting

8.1.1 The Tenderer should detail the approach and methodology to be adopted to provide both the required Services overall and to complete each of the specific tasks detailed; and

<table>
<thead>
<tr>
<th>Key Tasks/Activity</th>
<th>Details of Approach and Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of short summary of review of existing Scheme and identified areas for improvement</td>
<td></td>
</tr>
<tr>
<td>Delivery of Draft Report outlining options and recommendations</td>
<td></td>
</tr>
<tr>
<td>Delivery of Final Report outlining options and recommendations</td>
<td></td>
</tr>
</tbody>
</table>

8.1.2 Provide an indicative project plan, addressing the tasks listed and including key milestones, time frames, personnel and their time allocations.

Or

☐ Details attached (please tick ✓)

8.1.3 Provide an outline of how the timing requirements specified in 3 – Scope 3.6 Timeframes for the Services can be met.

8.2 Specified Personnel – 30% Weighting

8.2.1 Identify the proposed Consultant and any other Specified Personnel, together with a brief curriculum vitae for each of them.

8.2.2 Provide some brief background information about the proposed Personnel, including any relevant skills and industry experience, especially how this experience relates to the requirements of this RFT.

8.3 Demonstrated Experience and Organisational Capacity – 40% Weighting

8.3.1 The tenderer is to provide information on the Organisation, including company history, company size, current client list and professional associations.

8.3.2 Outline how any staff numbers broken down by job description and a description of the company's facilities.
8.3.3 Provide examples of previous services provided and the outcomes, preferably recent, and in areas relevant to the Scope and projects similar to the proposed contract in size, complexity and value. Clearly identify if the persons nominated to work on the contract worked on these previous projects.

<table>
<thead>
<tr>
<th>Organisation</th>
<th>Nature of Contract / Scope of Services</th>
<th>Key Personnel</th>
<th>Year and Duration</th>
<th>Total Value $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Or

☐ Details attached (please tick ✓)

8.3.4 References

You should identify organisations, contact names and telephone numbers for which contracts of a similar nature are being carried out or have been successfully completed. These references may be used to verify claims of relevant experience and performance. You should ensure that your nominated referees are willing to provide information to the Department.

<table>
<thead>
<tr>
<th>Referee name</th>
<th>Organisation</th>
<th>Phone no.</th>
<th>Facsimile</th>
<th>Nature of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Or

☐ Details attached (please tick ✓)

8.3.5 Subcontracting

State if it is intended to subcontract all or any of the Services and, if so, provide the following details:

(a) Description of parts of the Services to be subcontracted.
(b) Details of subcontractor including name and address.
(c) Number of personnel participating in any subcontract.
(d) Qualifications and experience of key personnel (attach CVs if available).
(e) Relevant experience of subcontractor in relation to this Tender and the Services to be subcontracted. Attach company profile if available.
(f) Availability of subcontractor over the proposed contract period.

<table>
<thead>
<tr>
<th>Services to be Subcontracted</th>
<th>Name and Address of Subcontractor</th>
<th>No. of Personnel Participating</th>
<th>Relevant Experience (Attach Company Profile If Available)</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Department reserves the right to seek further information (including CVs) on any listed subcontractor however, you should not rely on the Department making such requests.

8.4 Other information

You are encouraged to submit any further information that you consider may support your Tender.
9 RESPONSE TO GOVERNMENT POLICY REQUIREMENTS

Full details on Government policies may be obtained from the State Supply Commission's website at www.ssc.wa.gov.au
10 SCHEDULES OF FEES

10.1 Notes to the Schedule of Fees

10.1.1 For the purposes of completing the Schedules of Fees, you are required to insert the GST exclusive amount. In addition, where stated, you are required to insert the amount of GST which would be payable by you and for which you will seek reimbursement.

10.1.2 The Schedule of Fees will be deemed to include the cost of complying with this RFT and the General Conditions of Contract and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Contract.

10.1.3 The Schedule of Fees shall also be deemed to be inclusive of all costs and overheads including but not restricted to, Worker's Compensation, Public Liability Insurance, Payroll Tax, Superannuation Levy, Travel and Disbursements and the Consultant's service fee/s.

10.1.4 Any charge or item not stated and priced in the Tender as being additional, will not be allowed as a charge against any transaction under any resultant contract.

10.1.5 The rates listed in the Schedule of Fees shall also apply to any additional Services agreed to by the Client not covered under the Scope but relevant to complete the project.

10.1.6 If there is insufficient space in the Schedules, please add rows and use the same format.

10.2 Schedule of Fees – Lump Sum

10.2.1 Schedule of Milestones and Costs

<table>
<thead>
<tr>
<th>Description of Service: Reform to the Taxi User Subsidy Scheme</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILESTONES</td>
</tr>
<tr>
<td>Task</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>1. Provision of short summary of review of existing Scheme and identified areas for improvement</td>
</tr>
<tr>
<td>2. Delivery of Draft Report</td>
</tr>
<tr>
<td>3. Delivery of Final Report</td>
</tr>
<tr>
<td>(a) Additional fee payable to the Consultant to vest the Intellectual Property Rights in or relating to Deliverables in the Client: (AS 4122-2010, Clause 21.3, Alternative 2)</td>
</tr>
</tbody>
</table>

TOTAL LUMP SUM FEE (Excluding GST): $ 

GST Payable: $ 

TOTAL LUMP SUM FEE (Including GST): $
10.2.2  Travel and Other Disbursements

For details on disbursements, refer to Clause 10.2, and 10.4 (b) and (c) of the Australian Standard General Conditions of Contract for consultants AS 4122 - 2010.

10.2.3  Hourly Rates for key personnel listed in Lump Sum Schedule 10.1.2

<table>
<thead>
<tr>
<th>Name/Role/Title</th>
<th>Tendered Hourly Rates $ Exclusive of GST</th>
<th>Tendered Hourly Rates $ Inclusive of GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10.2.3.a  The rates listed above shall be those used to calculate the total lump sum Fee and also apply to any additional Services agreed to by the Client not covered under the Scope but relevant to complete the project.

10.3  Schedules of Fees and Addendum confirmation

The Fees tendered include and take into account the information contained in any addenda issued for this Tender. YES / NO / NA
## 11 Australian Standard General Conditions of Contract for Consultants AS 4122 - 2010, Annexure Parts A and B

### 11.1 Annexure to the Australian Standard General Conditions of Contract for Consultants – Part A

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1    | The Client is: (Clause 1.1)  
The State of Western Australia acting through the Department of Transport of 140 William Street (GPO Box C102), Perth, WA 6839  
ABN 27 285 643 255 |
| 2    | The Consultant is: (Clause 1.1)  
"to be inserted" of ABN .......................... |
| 3    | The Contract Documents are: (Clause 1.1)  
1. These General Conditions of Contract  
2. The Scope  
3. (Other):  
(a) Letter of acceptance and all Documents attached or referenced within. |
| 4    | The Scope is described in the following Documents, or the Scope is: (Clause 1.1)  
As described in the RFT. |
| 5    | The purpose(s) for which the Services will be suitable is/are: (Clause 5.1)  
The Department is seeking the services of a suitably qualified and experienced Consultant to advise on the scope and delivery of a user subsidy scheme that will ensure people with a severe permanent disability who cannot access conventional public transport can meet their reasonable travel needs using on-demand transport services. |
| 6    | The Client's representative is: (Clause 6.1)  
Matthew Bullock  
Matthew.Bullock@transport.wa.gov.au  
Ph: (08) 9218 3656 |
| 7    | The Consultant's representative is: (Clause 6.2)  
"to be inserted" |
| 8    | Claims for payment must be made on the following basis: (clause 10.1)  
Lump sum: $“to be inserted”.  
and/or  
Percentage: ..........................% of ..........................  
and/or  
Rates: Yes No  
GST Inclusive: Yes No  
Stage: As per 3.9 Payment Schedule |
<table>
<thead>
<tr>
<th></th>
<th>Disbursements for which the Consultant may claim payment: (10.2)</th>
<th>Not Applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Time to claim payment is no later than: (Clause 10.3)</td>
<td>Upon completion of the required deliverables as outlined in 3.9 Payment (Schedule of the Scope).</td>
</tr>
<tr>
<td>11</td>
<td>The time for payment is no later than: (Clause 10.6)</td>
<td>30 calendar days after receipt of correct and complete tax invoice.</td>
</tr>
<tr>
<td>12</td>
<td>The rate of interest for overdue payment is: (Clause 10.9)</td>
<td>0%</td>
</tr>
<tr>
<td>13</td>
<td>Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is: (Clause 12.1)</td>
<td>22 December 2016</td>
</tr>
<tr>
<td>14</td>
<td>Other causes of delay for which the Consultant may notify an extension of time: (Clause 12.3(c))</td>
<td>Nil</td>
</tr>
<tr>
<td>15</td>
<td>The Approvals to be obtained by the Consultant are: (Clause 13.2)</td>
<td>Nil</td>
</tr>
<tr>
<td>16</td>
<td>The key personnel are: (Clause 18) Guidance Note: The tenderer is to insert the identity of the key personnel together with a description of the work they will perform.</td>
<td>Name: &quot;to be inserted&quot; Role to be performed: &quot;to be inserted&quot;</td>
</tr>
<tr>
<td>17</td>
<td>Existing conflicts of interest: (Clause 19.2)</td>
<td>&quot;to be inserted&quot;</td>
</tr>
<tr>
<td>18</td>
<td>Copyright and other Intellectual Property Rights, the Alternative that applies is: (Clause 21.3)</td>
<td>Alternative 2. All Intellectual Property Rights in the Deliverables created by or for the Consultant vest in the Client.</td>
</tr>
<tr>
<td>19</td>
<td>List excluded Intellectual Property Rights: (Clause 21.3 Alternative 2)</td>
<td>&quot;to be inserted&quot;</td>
</tr>
<tr>
<td>20</td>
<td>The additional amount payable to the Consultant for granting Intellectual Property Rights to the Client is: (Clause 21.4 Alternative 2)</td>
<td>$1.10 including GST</td>
</tr>
<tr>
<td>21</td>
<td>Does clause 22 (Moral Rights) apply? (Clause 22.1)</td>
<td>Yes</td>
</tr>
<tr>
<td>22</td>
<td>The following Documents are confidential: (Clause 23.1)</td>
<td>&quot;Name of Consultant to be inserted&quot;</td>
</tr>
</tbody>
</table>

The Consultant will be required to treat the following information as confidential:

1. Any information pertaining to an individual's disability or membership to a scheme; and
2. Any information on individuals that may be publicly released is to be de-identified.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Maximum period for which Client may suspend the Services at any one time, after which the Consultant may terminate: (Clause 24.4)</td>
<td>3 months</td>
</tr>
<tr>
<td>24</td>
<td>The Consultant's liability is limited to: (Clause 29.1)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>The amount of public liability insurance is: (Clause 30.2)</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>26</td>
<td>The amount of the professional indemnity insurance is: (Clause 30.4)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>27</td>
<td>The professional indemnity insurance must be maintained for the following period: (Clause 30.4)</td>
<td>7 years</td>
</tr>
<tr>
<td>28</td>
<td>The Client must effect the following insurances and maintain them for the following periods: (Clause 30.7)</td>
<td>Nil</td>
</tr>
</tbody>
</table>
| 29 | The address for the service of notices is: (Clause 33.1) | Client: 
Procurement Services, Department of Transport 
20 Brown Street East Perth WA 6004 (GPO Box 
C102 Perth, WA 6839) 
Email: 
procurementservices@transport.wa.gov.au 
Consultant: 
"to be inserted" 
Email: xxxx@xxxxxx |
| 30 | The law governing this Contract is: (Clause 35) | Western Australia |
| 31 | Has this Contract been amended from its original form? | Yes |
11.2 Annexure to the Australian Standard General Conditions of Contract for Consultants – Part B

1. The following clauses or parts of Clauses have been deleted from the General Conditions in AS 4122-2010:

   Not Applicable

2. The following clauses have been amended and differ from the corresponding clauses in AS 4122-2010:

   CLAUSE 11 GST

   Replace the text of clause 11 with the following:

   "
   11.1 GST basis
   
   If the Fee is stated to be GST exclusive, the Client must pay the Fee plus the applicable GST.

   11.2 GST non residents

   (a) If the Consultant is not a resident of Australia for tax purposes, it is the responsibility of the Consultant, and not the Client, to ascertain whether the Consultant is required to charge GST on any Supply made by the Consultant.

   (b) If the Consultant has a GST Liability on any Supply made by the Consultant, it is the responsibility of the Consultant to register for GST and remit the GST on the Supply.

   (c) It is the policy of the Client not to enter into any GST 'reverse charge' arrangements with non-resident Consultants.

   11.3 Tax Invoices in foreign currency

   If the Consultant provides a Tax Invoice to the Client in a foreign currency, the Tax Invoice must include either:

   (a) the GST payable in Australian Dollars; or
   
   (b) the GST payable in a foreign currency combined with an appropriate exchange rate used by the Supplier to convert the currency into Australian currency.

   11.4 No ABN withholding

   If the Consultant does not provide the Client with an Australian Business Number (ABN) at the time of payment for the supply, the Client will withhold part of the payment from the Consultant at the relevant withholding rate, to be remitted to the Australian Taxation Office, unless the Consultant provides the Client with a signed document stating that it is exempt from tax under the Income Tax Assessment Act 1997."
CLAUSE 13 LAW AND APPROVALS

At the end of subclause 13.1, delete "." and insert the following text:

", including:
(a) comply with all Legislative Requirements of the Building Act 2010, which came into force on 2 April 2012; and
(b) obtain the Approvals, if any, required under the Building Act 2010, and within 7 days of issue of any Approval."

CLAUSE 18 KEY PERSONNEL

Delete the text of clause 18 and replace with the following subclauses:

"18.1 The Consultant must provide the key personnel (if any) stated in Item 16 to perform the Services. If any key person(s) is (are) not available due to circumstances beyond the control of the Consultant, the Consultant may appoint a replacement person(s) and delegate the performance of the Services under this Contract to such replacement person(s) who is (are) the Consultant's employee(s), provided the Consultant is first able to demonstrate to the Client that the person(s) to whom the Services are delegated has (have) at least the equivalent skills, qualifications, and experience as the person(s) being replaced, and will perform the Services under the Contract in accordance with the standard of care required in clause 4.

18.2 Where the Consultant is a sole trader, with no employees, the Consultant may subcontract any part of the Services in accordance with clause 20.3."

CLAUSE 19 CONFLICT OF INTEREST

Replace subclause 19.5 in its entirety with the following:

"19.5 Where a conflict of interest arises or is likely to arise, the Client may proceed under clause 26."

CLAUSE 20 SUBCONTRACTING AND ASSIGNMENT

Replace subclauses 20.3 and 20.4 in their entirety with the following:

"20.3 The Consultant (whether a sole trader or not) must not subcontract any part of the Services without first demonstrating to the satisfaction of the Client that the person(s) to whom the Services are subcontracted has (have) at least the equivalent skills, qualifications, and experience as the Consultant, and will perform the Services under the Contract in accordance with the standard of care required in clause 4.

20.4 Subcontracting does not relieve the Consultant of any obligation or liability under this Contract."

CLAUSE 29 LIMITATION OF LIABILITY

In sub clause 29.2, insert the following after point (e):

"(f) loss of, damage to, or destruction of any property of the Client or third parties;"
CLAUSE 30 INSURANCE

Add Sub-Clause 30.8

The Consultant must immediately notify the Client if the insurances are no longer being maintained or there are changes to the insurances that will result in non-compliance with the provisions of Clause 30.

3. The following clauses have been added to those of AS 4122-2010:

37. Commencement of the Contract

The Contract shall commence on the date specified in the letter of acceptance.

38. Time for commencement

Unless otherwise advised by the Client, the Consultant must commence performing the Services from the date of commencement set out in the letter of acceptance.

39. Method for adjustment of the Fee over time

The Fee stated or referred to in Item 8 shall be fixed for the period of the Contract.

40. Status of Contractor and his personnel

40.1 No relationship of employment, agency or partnership shall be created between the Client and the Consultant, or between the Client and the Consultant's officers, employees, agents, subconsultants and subcontractors.

40.2 The Consultant must pay the salaries or wages or any other payments due to his officers, employees, agents, subconsultants and subcontractors.

40.3 The Consultant must make all deductions and payments of income tax, payroll tax, superannuation contributions and all other statutory deductions required by Legislative Requirements in respect of his officers, employees, agents, subconsultants and subcontractors.

40.4 The Consultant must use reasonable endeavours to ensure that his officers, employees, agents, subconsultants and subcontractors do not represent themselves as employees or agents of the Client or employees of the West Australian Public Service.

41. Checking, signing and certification

All Deliverables shall be certified by the Consultant as having been prepared by his officers, employees, agents, subconsultants or subcontractors who have appropriate qualifications and relevant experience and who have:

(a) checked and approved Deliverables for accuracy;
(b) checked Deliverables for compliance with Legislative Requirements; and
(c) ensured that Deliverables meet the requirements of the Scope.

42. Maintenance of records

The Consultant shall maintain complete records of all Services carried out during the period of the Contract.
43. **Access to Contract records**

43.1 Upon service of a notice issued by the Client, the Consultant shall provide access or make available to the Client, the Ombudsman or the Office of the Auditor General all records, Deliverables and Documents.

43.2 The Consultant shall comply with a notice served under clause 43.1 within 10 Business Days of service.

44. **Minimum standards and conditions of employment**

To the extent that the Consultant's officers and employees are engaged in the provision of Services pursuant to the Contract, their remuneration and terms of employment shall, for the period of the Contract, be consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

If the Consultant enters into any sub-contract or sub-consultancy in relation to the provision of Services pursuant to the Contract, the Consultant shall ensure that it is a term of the subcontract or sub-consultancy that, for the period of the Contract, the remuneration and terms of employment of any person employed by the sub-contractor or sub-consultant are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry.

45. **Revisions**

45.1 If the Client finds errors in the work of the Consultant or in the Deliverables, which errors are the fault of the Consultant, the Consultant shall, at no cost to the Client, alter, correct or revise the work or any part thereof until written approval thereto has been given by the Client provided that such alterations, corrections or revisions are in accordance with the Scope and the Consultant's Tender.

45.2 If the Client requires further alterations, corrections and revisions after such written approval under clause 45.1, the Consultant shall undertake such alterations, corrections and revisions at a fee to be agreed between the parties provided that, notwithstanding that the Client has given its written approval, the Consultant shall undertake, at no cost to the Client, any alteration, correction or revision which in the reasonable opinion of the Client is necessitated by the errors of the Consultant.

45.3 Any claim by the Consultant for an additional fee pursuant to the preceding clause 45.2 shall be in writing and shall be accompanied by time sheets showing details of the professional work and other services performed, personnel concerned, hours worked and of the rates upon which the claim is based (being the rates as listed in the Consultant's Tender).

45.4 Payment of any additional fee under this clause 45 shall not be made until all alterations, corrections and revisions required by the Client pursuant to the above clause 45.2 have been completed and the client has given his written approval.
Government of Western Australia
Department of Transport

Tender No. : DOT405016 - Reform to the Taxi User Subsidy Scheme

Addendum No. 2

ACKNOWLEDGMENT FORM

IMPORTANT

Please acknowledge receipt of this Addendum either by including the acknowledgment form within your tender submission or return the acknowledgment form by e-mail or by mail, to reach the officer at the address nominated below prior to close of tenders.

If your tender has been submitted prior to receipt of this Addendum, acknowledgment should be made by e-mail or mail, prior to close of tenders, and should state whether:

- your tender already submitted is to remain unchanged;
- you will be submitting a replacement tender, prior to close of tenders (if so, it must be clearly identified);
- your tender already submitted is to be withdrawn.

Such acknowledgment must be received prior to the tender closing time.

As this Addendum will form part of any resultant Contract, failure to comply with the requirements of this letter may eliminate your tender from further consideration.

TO: CONFIDENTIAL TENDER DOCUMENT
Procurement and Fleet Management Branch
Department of Transport
20 Brown Street (GPO Box C102)
Perth WA 6839

ATTENTION: Daniel Earl
E-MAIL: Daniel.Earl@transport.wa.gov.au

Tender No: DOT405016 - Reform to the Taxi User Subsidy Scheme

I/We acknowledge receipt of Addendum No. 2

Yours faithfully

Name of Organisation or Person tendering:

___________________________
Signature: ____________________ Date: ___/___/_____

Comments:

☐ I DO NOT wish to receive any further addenda. (Please tick if appropriate)

2 September 2016

Request for Tender No. DOT405016
ADDENDUM No. 2
to
The Tender Document for Reform to the Taxi User Subsidy Scheme
Tender No. DOT405016

This Addendum has been issued to amend the Request for Tender document, including changes to indicative timeframes and the Closing Time. This Addendum also includes responses to questions raised individually by Suppliers via email and those raised at the Tender Briefing held at 10:00am Thursday 1 September 2016 at 20 Brown Street, East Perth.

AMENDMENTS TO THE TENDER DOCUMENT

The following amendments are made to the Tender Document dated 22 August 2016 -

☐ AMENDMENT 1

Request for Tender Document – Front Cover Page

The closing date for tenders is extended, such that the closing date and time shall read as follows:

“Closing Time: 2:30:00 PM Perth WA, Monday 19 September 2016.”

☐ AMENDMENT 2

Request for Tender Document – 3 SCOPE, Clause 3.4 Tasks and activities to be undertaken, Subclause 3.4.4 Stakeholder consultation

The following sentence is to be added to the beginning of the Subclause:

“The short summary report provided by the Consultant is to also include a Consultation Plan.”

Subclause 3.4.4 Stakeholder consultation will now read:

“The short summary report provided by the Consultant is to also include a Consultation Plan.

Consultation will occur with disability organisations, government agencies, transport providers and payment system providers that could offer knowledge or other improvements to the delivery and effectiveness of the Scheme.

Disability organisations to consult include National Disability Services, the Disability Services Commission and People With Disabilities (WA) Inc. These peak organisations represent a vast membership of users as well provide or administer disability services and develop policy.

Other Australian Government departments that administer disability schemes should also be consulted. For example, the Mobility Allowance administered by the Department of Human Services or the Western Australian National Disability Insurance Scheme run by the Disability Services Commission all have a role in transportation outcomes. Similarly, relevant international disability subsidy schemes should be considered.

Current providers of on-demand transport services should be consulted (such as the new Multi-Purpose Taxi Dispatch Service) to determine their experiences and views to encourage improved access. Possible new entrants such as Community Transport providers or charter vehicle operators should also be consulted.

Consultation will also occur across the Western Australian Transport Portfolio to leverage
knowledge and experience in delivering disability transport schemes."

☐ AMENDMENT 3

Request for Tender Document – Section 3 SCOPE, Clause 3.5 Deliverables

After the second sentence of the second paragraph, the following sentence is to be added:

"The short summary report is to also include a Consultation Plan, which is to be approved by DOT before any consultation required to deliver the draft and final reports can be conducted."

The second paragraph of Clause 3.5 Deliverables is to now read:

"A short summary report outlining the findings of the initial examination and review of TUSS and the options for improvement that have been identified is to be prepared for consideration by the Client. These options will be assessed before an agreed preferred way forward is developed for consideration of how the enhanced scheme can be delivered. The short summary report is to also include a Consultation Plan, which is to be approved by DOT before any consultation required to deliver the draft and final reports can be conducted."

☐ AMENDMENT 4

Request for Tender Document – Section 3 SCOPE, Clause 3.5 Deliverables, Subclause 3.5.3 Final Report

In the second sentence, replace “30 November 2016” with the following:

“30 March 2017”.

The Subclause will now read:

“The final report is to address the items identified in the Scope and include executive summary, main findings, conclusion and key recommendations/options and methodology, transition options, and other data as appendices.

The final draft must be provided to the Client by 30 March 2017.”

☐ AMENDMENT 5

Request for Tender Document – Section 3 SCOPE, Clause 3.6 Timeframes for the Services

Next to “Short summary of review of existing Scheme and identified areas for improvement” replace “28 October 2016” with the following:

“15 December 2016”.

Next to “Delivery of Draft Report outlining options and recommendations” replace “8 December 2016” with the following:

“To be determined by the Consultant in their Tender response”.

Next to “Delivery of Final Report outlining options and recommendations” replace “22 December 2016” with the following:

“30 March 2017”.

The table is to now read:
<table>
<thead>
<tr>
<th>Task</th>
<th>Date / Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Meeting</td>
<td>Within 7 days of contract commencement</td>
</tr>
<tr>
<td>Short summary of review of existing Scheme and identified areas for improvement</td>
<td>15 December 2016</td>
</tr>
<tr>
<td>Delivery of Draft Report outlining options and recommendations</td>
<td>To be determined by the Consultant in their Tender response.</td>
</tr>
<tr>
<td>Delivery of Final Report outlining options and recommendations</td>
<td>30 March 2017</td>
</tr>
</tbody>
</table>

**AMENDMENT 6**

Request for Tender Document – Section 5 TIMETABLE

Next to “Closing Date” replace “12 September 2016” with the following:
“19 September 2016”

Next to “Evaluation of Tenders” replace “20 September 2016” with the following:
“27 September 2016”

Next to “Nomination of preferred Tenderer (if required)” replace “30 September 2016” with the following:
“14 October 2016”

Next to “Negotiation period (if required)” replace “7 October 2016” with the following:
“21 October 2016”

Next to “Anticipated date of Contract Award” replace “14 October 2016” with the following:
“28 October 2016”

The table is to now read:

<table>
<thead>
<tr>
<th>Task</th>
<th>Date / Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFT issued</td>
<td>19 August 2016</td>
</tr>
<tr>
<td>Non-Mandatory Briefing Session</td>
<td>1 September 2016</td>
</tr>
<tr>
<td>Closing Time</td>
<td>19 September 2016</td>
</tr>
<tr>
<td>Evaluation of Tenders</td>
<td>27 September 2016</td>
</tr>
<tr>
<td>Nomination of preferred Tenderer (if required)</td>
<td>14 October 2016</td>
</tr>
<tr>
<td>Negotiation period (if required)</td>
<td>21 October 2016</td>
</tr>
<tr>
<td>Anticipated date of Contract Award</td>
<td>28 October 2016</td>
</tr>
</tbody>
</table>

**AMENDMENT 7**

Request for Tender Document – Part Three – Conditions of Contract, Clause 11.1, Item 13

In the table, next to “Alternative 1: The date or the period after commencement of this Contract, by which the Services must be completed is: (Clause 12.1)”, replace the words “22 December 2016” with the following:
“30 March 2017”

SUMMARY OF QUESTIONS FROM POTENTIAL TENDERERS AND ANSWERS PROVIDED
Q1: Does DOT have a preference on when the stakeholder consultations are undertaken?
A1: No, public consultation outside of desktop analysis will not be required prior to the provision of the short Summary Report. Consultation is then to be undertaken based on the Consultation Plan provided with the short Summary Report after approval by DOT.

Q2: Can DOT provide an estimate of how many stakeholders will be asked to review the draft report?
A2: The draft report will only be reviewed internally within DOT.

Q3: Will the inclusion of any alternative transport schemes coincide with the NDIS rollout in Western Australia?
A3: This is dependent on Government decisions. No exact timing for the reformed scheme can be provided at this point in time.

Q4: Will the review include an assessment of cost?
A4: Yes, it is expected that the Consultant will advise on a range of effectiveness measures of the administration of the current scheme, including cost. The cost information used to currently administer the scheme will be provided to the successful Tenderer.

Q5: Are all three types of disability – cognitive, vision and mobility – included within the TUSS scheme?

Q6: Is the timeframe included in the Request set?
A6: The indicative timeframe has been updated as per the amendments in this Addendum.

Q7: What are the main drivers for addressing the requirements?
A7: The main drivers include: improving access for individuals with a disability to a wider range of on-demand transport, reform of the administration of the scheme, and the requirement to assess cost pressures, including amendments to the subsidy and measures to combat fraud.

Q8: Are any other jurisdictions to be included in the review?
A8: Yes, the Consultant will be required to research similar schemes in other Australian jurisdictions and in international jurisdictions.

Q9: How will access to information on other jurisdictions be provided?
A9: DOT can help facilitate access to other jurisdictions, as well as access to local.

Q10: A decision on whether Western Australia adopts a State or Federal National Disability Insurance Scheme has not yet been made. Is there a way to link the review required by this Request into the rollout of a future National Disability Insurance Scheme?
A10: Yes the final report will need to include considerations of any future State or Federal National Disability Insurance Schemes, acknowledging that the final detail of a WA based Scheme may be uncertain at the time the final report is delivered. Nationally, other jurisdictions are already live and proposed reform to TUSS will also consider how other jurisdictions are managing subsidy schemes, including leveraging the Commonwealth Mobility Allowance.

Q11: Will data collected on current user profiles be made available to the successful Tenderer?
A11: All data on the administration of the scheme will be made available by DOT to the successful
Tenderer for analysis, including select demographics of TUSS membership. Support interpreting data will be provided but DOT will not be providing any analysis. The Consultant will be expected to analyse data provided.

Q12: What are the expectations of DOT in terms of engaging stakeholders?
A12: Consultation should be customised by the Consultant based on the scope provided. Tenderers should outline the range of Consultant methods they intend to use in their submission. If successful, the Consultant will be asked to build on this and develop a consultation plan as outlined in this addendum.

Q13: Does DOT currently have a role in ensuring the safety of users of the scheme?
A13: The Consultant will be asked to specially consider fraud mitigations in any proposed changes to the current system. Broader safety considerations are not a focus of this review but the Consultant should consider user safety and make recommendations where safety initiatives are suitable.

Q14: Will any approvals be required in relation to interviewing a subset of members of the disability TUSS client based, particularly those with cognitive disabilities?
A14: All participation in the consultation and research must be voluntary and participants should be fully aware that they are free to withdraw at any time. Researchers must pay particular attention to the issue of informed consent and demonstrate that every attempt has been made to use an accessible medium and to appropriately attend to levels of comprehension in the presentation of all relevant information pertaining to the research project. Where individual participants are unable to comprehend sufficiently to give consent, this must be sought from the person or body who has the legal authority to make decisions on behalf of the individual.

Q15: Does TUSS apply outside of the Perth metropolitan area?
A15: Yes, it is a state-wide scheme and for the purpose of this review should not be limited only to locations in WA which currently have taxi services.