Government of Western Australia
Department of Transport

Request

REQUEST TITLE:
Driver & Vehicle Services Advertising Inserts

REQUEST NUMBER:
DOT 310212

CLOSING TIME:
2:30 PM 10 January 2013 Perth, Western Australia

ISSUED BY:
Department of Transport
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PART A – REQUEST NO DOT 310212

1. INTRODUCTION

1.1 BACKGROUND

The Department of Transport (DoT) focuses on strategic transport planning and policy across the range of public and commercial transport systems, as well as operational transport functions and improving collaboration and integration between existing public sector agencies within the transport portfolio.

The Driver and Vehicle Services (DVS) unit of the DoT manages a diverse range of licensing functions including cars, drivers, motorcycles, mopeds, caravans, trailers, taxis and buses as well as mobile cranes, earth movers and road trains. It is also responsible for ensuring the 70,000 new drivers who take to the roads for the first time every year are educated, confident and experienced enough to be safe drivers.

There is an estimated 4 million items posted out each year to customers of the DVS unit for such purposes as, but not exclusively for, driver’s licence renewals, transfer of vehicles, and registration of vehicles. These mail outs present an opportunity to include appropriate advertising material in the form of inserted flyers in envelopes for each item mailed out.

The DoT is seeking proposals from suitably qualified direct marketing organisations to take advantage of this opportunity to include advertising material in DVS unit mail outs to generate an agreed revenue return (per insert per envelope) to the Department.

1.2 SUBMISSION OF OFFER

1.2.1 The Respondent may submit the Offer by hand or by post at:

Tender Box  
Department of Transport  
Gordon Stephenson House  
2nd Floor, Reception  
140 William Street  
Perth WA 6000

1.2.2 If the Respondent submits the Offer by hand, the Respondent must provide one (1) copy marked original and one (1) electronic copy on CD or USB stick (the CD must be named with the Respondent’s name and Request Number).

It is the Respondent’s responsibility to ensure that all copies submitted (including the electronic copy) contain the same information and that no information has been omitted from any one of the copies. Where information has been omitted from any one of the copies, the Respondent must bring this omission to attention in its Offer.

In the event of any discrepancy the original hard copy shall prevail.
1.2.3 The Respondent may submit the Offer by post at:

Tender Box (DOT310212)
Procurement Services Branch
Department of Transport
GPO Box C102
Perth WA 6839

1.2.4 Offers may not be submitted by facsimile.

1.2.5 The Respondent may submit the Offer electronically by uploading at:

www.tenders.wa.gov.au

The Offer can only be submitted to www.tenders.wa.gov.au if the size of the Offer is equal to or less than 20 megabytes. The Respondent must be registered to submit an offer electronically.

1.2.6 Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.

1.3 OFFER VALIDITY PERIOD

The Offer Validity Period is for a period of five (5) months.

1.4 CONTACT PERSONS

Different enquiries can be best dealt with by the most appropriate contact, shown below. The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

**CONTRACTUAL AND ROUTINE ENQUIRIES:**

Name: [Redacted]
Title: A/Procurement Manager
Telephone: [Redacted]
Facsimile: [Redacted]
E-mail: [Redacted]

**TECHNICAL / CUSTOMER ENQUIRIES:**

Name: [Redacted]
Title: Director, Customer Delivery Services
Telephone: [Redacted]
E-mail: [Redacted]

1.5 REQUEST CONDITIONS

The “Request Conditions” are contained in the Part A of the Request Conditions and General Conditions of Contract [July 2011] located at www.finance.wa.gov.au (select Government Procurement, then select “Templates, guides and conditions of contract” from the Quick Links menu) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.
2. SELECTION PROCESS

2.1 SELECTION PROCESS
Value for Money is a key State Supply Commission policy objective to ensure that when purchasing products and/or services, Public Authorities achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining Value for Money, the Contract Authority or Customer will:

a). apply relevant State Supply Commission and Government policies to the assessment of Offers;

b). assess Offers against the Compliance and Disclosure Requirements in Section 3 in Part B;

c). assess Offers against the Qualitative Requirements in Section 4 in Part B;

d). assess Offers against the Insurance Requirements in Section 5 in Part B; and

e). assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of Value for Money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES
The following State Supply Commission policies apply to this Request:

f). Value for Money;

g). Probity and Accountability.

h). Open and Effective Competition; and

i). Sustainable Procurement.

The following Government policies apply to this Request

j). Buy Local Policy; including the December 2009 Addendum.

These policies can be viewed and downloaded at www.ssc.wa.gov.au or copies of these policies are available from the State Supply Commission (telephone (08) 6551 1500).
PART B - CONTENT REQUIREMENT AND RESPONDENT’S OFFER

PART B SHOULD BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE CONTRACT AUTHORITY OR CUSTOMER (REFER ‘SUBMISSION OF OFFER’ REQUIREMENTS OF CLAUSE 2.1 IN THE REQUEST CONDITIONS).

1. NOTE TO RESPONDENT
   In preparing its Offer, the Respondent must:
   a. address each requirement in the form set out in this Part B;
   b. take into account the Customer Contract requirements, as explained in the Customer Contract Details. The Respondent must read these in conjunction with the General Conditions.
   c. in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples;
   d. assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other Public Authority; and
   e. nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

2. IDENTITY OF RESPONDENT
   The Respondent must provide the following details:

   **RESPONDENT TO COMPLETE:**
   (a) Name of Legal Entity: TO THE POINT PTY LTD
   (a) ACN (if a company) 058 154 804
   (a) Registered address or address of principal place of business: 23 Clonaig St Brighton East VIC 3187.
   (a) Business Name: TO THE POINT PTY LTD
   (a) ABN 62 058 154 804
   (a) Contact Person: BUSINESS DEVELOPMENT MANAGER
   (a) Contact Person Position Title: 
   (a) Email: 
   (a) Telephone: 
   (a) Facsimile: 
   (a) Address and facsimile number for service of contractual notices

   NB: The Offer does not require the Respondent’s signature.
COMPLIANCE AND DISCLOSURE REQUIREMENTS

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Customer Contract Details and/or General Conditions.

a) Compliance

(i) Customer Contract

The Respondent must confirm whether it will comply with the Customer Contract (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract, the Respondent must set out:

(A) the clause it will not comply with;
(B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract; and
(C) the reason for non-compliance.

RESPONDENT TO COMPLETE:

Does the Respondent agree to the Customer Contract?

YES - TO THE POINT WILL AGREE.

(ii) General Conditions / Schedules

The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:

(A) the General Conditions / Schedules it will not comply with;
(B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and
(C) the reason for non-compliance.

RESPONDENT TO COMPLETE:

Does the Respondent agree to the General Conditions / Schedules?

YES - TO THE POINT AGREES.
b) DISCLOSURES

(i) Participants (including subcontractors)

**RESPONDENT TO COMPLETE:**

Is the Respondent acting as an agent or trustee for another person or persons?

NO.

AND

Is the Respondent acting jointly or in association with another person or persons?

NO.

AND

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Products and/or Services.

NO.

(ii) Criminal Convictions

The Respondent must confirm that neither the Respondent nor any Person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.

**RESPONDENT TO COMPLETE:**

Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?

NO.
### Schedule 1: Customer Contract Details

#### (iii) Conflict of Interest
The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

**RESPONDENT TO COMPLETE:**
Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent?

**NO.**

#### (iv) Small Business
The Respondent is required to disclose whether it is a small business that employs less than twenty (20) people.

The Respondent should note that its response to this Compliance and Disclosure Requirement:

- **(A)** will be used by the Department of Finance for statistical purposes only; and
- **(B)** will not be used by the Contract Authority or Customer in its evaluation of the Offer.

**RESPONDENT TO COMPLETE:**
Is the Respondent a small business that employs less than twenty (20) people?

**YES.**
4. **QUALITATIVE REQUIREMENTS**

The Contract Authority or Department will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Department reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements.

The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

**p). EXPERIENCE AND QUALIFICATIONS OF SPECIFIED PERSONNEL (30% WEIGHTING)**

The Respondent must:

(i) identify key Specified Personnel together with a brief curriculum vitae for each of them;

(ii) detail the availability of the proposed Specified Personnel for the Customer Contract during the Term; and

(iii) describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Schedule 2 - Specification / Statement of Requirements.

**RESPONDENT TO COMPLETE:**

Respondent to provide the Specified Personnel information required under this clause.

Three key personnel will work specifically on delivering the services required for “Driver and Vehicle Services Advertising Inserts”

All personnel available during business hours via email, telephone and by appointment to visit the Department.

- \[\text{Managing Director (CV follows)}\]
- \[\text{Business Development Manager (CV follows)}\]
- \[\text{Operations Manager (CV follows)}\]

The three key personnel provide the skills to deliver this service, management, sales and logistics. They currently work together to service a similar project in Tasmania and previously in other states.

- \[\text{Management and direct marketing expertise.}\]
- \[\text{Sales and advertiser relations.}\]
- \[\text{Logistics and coordination of print, delivery and mailing.}\]
SCHEDULE 1: CUSTOMER CONTRACT DETAILS

Private & Confidential Resume of

Mobile: [redacted]
E-Mail: [redacted]

Career Objective:
Running my own marketing communications consultancy has been the culmination of 30 years in the advertising and direct marketing industry. I have explored many avenues within these industries, from the creative department and sales through to management. A knowledge base that is diverse and experience that lead to my position as a problem solver.

Career History:
1990 - Current
To The Point - Managing Director
Since 1990 I have run my own creative marketing consultancy that evolved into an integrated marketing organisation. The broad philosophy of To The Point is to solve problems.

With a fresh approach to problem solving, To The Point offers creative and unique solutions to business challenges. By combining strategic thinkers and creative minds, To The Point formulates tightly targeted communications to achieve maximum results.

Working together as business partners, all clients are guaranteed ongoing access to key management. The team at To The Point is results driven and dedicated to producing the highest quality marketing solutions.

Major achievement - Gaining expertise in management while expanding a broad knowledge base in all areas of sales and marketing.

1988 - 1990
BTB Communications - Art Director

BTB Communications is a specialist direct marketing organisation servicing corporate clients such as Telstra, International Trucks, Harley Davidson and NAB. My role was to formulate and execute creative direct marketing strategies for the client base to achieve the clients objectives.

My additional responsibility was to maintain the high standards of visual creativity within the organisation and supervise elements of the production process.

Major achievement - Gaining an in depth knowledge of direct marketing and business to business communication. Creation of Industry award winning direct marketing campaigns.

1986 - 1988
Heward Parker Morris Advertising - Creative Director

Major retail advertising clients such as Barbecues Galore and Rebel Sports Warehouse along with corporate clients such as Brownbuilt Office furniture and McCormick Foods were my responsibility. My task was to create and execute creative concepts and strategy to promote and achieve the clients objectives. It was my task to manage all creative staff, to hire and fire staff and motivate our hard pressed staff to create the impossible and achieve the difficult.

Major achievement - Gaining an in depth knowledge of retail sales and marketing. Experience in sales and customer relations. Creation of Industry award winning advertising and direct marketing campaigns.
1985 - 1986
Thompson White and Partners - Art Director
Working in a prestigious creative advertising agency was my focus at this time - Developing creativity, lateral thought and strategic planning. My role was to manage the visual and creative side of major accounts within the company, Jenny Craig Weight Loss and Captain Snooze were amongst the clients.
Major achievement - Honing creative and strategic skills.

1984 - 1985
Meridean Advertising - Art Director
Fine Corporate clients, long term strategic planning and a philosophy of quality and craft in creative execution were central to my brief time at Meridean. BHP, J.B. Were and many other corporate and Business to business clients were my responsibility.
Major achievement - Developing craft and achieving a high level of professional skills that were rewarded with multiple industry awards.

1983 - 1984
McCann Erickson Advertising - Art Director
Working exclusively on General Motors Holden - I worked on major product launches - television commercials, Press advertising and direct marketing. I was assistant to the Creative Director initially until promoted to one of the major product launch teams.
Major achievement - Developing people skills and expertise in staff productivity in a high pressure environment.

1980 - 1983
Doyle Dane Bernbach Advertising - Art Director
On a pathway of discovery, post tertiary study I began in one of the finest Advertising companies in the world - probably the most awarded at that time. To work with world class professionals set me on my career path of exploration.

Personal Interests:
Having raised two children aged 22 and 25 and they are now largely independent, one working as a Business Development Manager in the energy industry and the other studying Architecture in the USA I feel quite proud of my parental achievements. Beyond work and family my interests including sailing, classic vehicles, travelling, cooking and social activities.
Career Objective:
My focus has been to develop new mediums that allow advertisers to reach new markets. I have specifically targeted medium owners that have benefitted from offsetting their mail out costs. I have developed relationships with Australia’s leading companies and organisations. I have developed a unique ability to negotiate and secure advertisers for these new mediums that have delivered the budgets to the medium owners.
For 25 years I have focused on developing new mediums that will allow advertising to be included. The primary purpose of this is to provide the medium owner with a revenue stream to offset costs. I have worked with state governments throughout Australia as well as Australia’s leading advertisers. I have a unique ability to be able to identify advertisers and secure them for specific mediums and projects. My client database is with all of Australia’s leading organisations.

Career History:
Since 1990 I have been responsible for the development of key mediums that allow advertising to be placed in them. I have specifically focused on securing advertising in the vehicle registration renewals for most state governments. My main role has been to source agreements with the state government’s and then to secure agreements with advertisers using the medium. Since 1990 I have secured contracts with the state governments of Victoria, Queensland, Tasmania, and South Australia. I have developed an understanding of the requirements that government has to allow this type of advertising.
I have been directly responsible for raising in excess of $15,000,000 for the state governments by securing direct relationships with Australia’s largest organisations. In addition to working with the state government departments responsible for the registration renewals I have also developed relationships with councils throughout Australia to allow advertising inserts to be included in council rate notices. With the council mail outs I have secured relationships not only with national companies but also with localized businesses.

2009 - Current
To The Point
Business Development Manager. My role at To The Point evolved from my previous role at CMS. In this time we have established a program in Tasmania and currently seek to establish similar relationships in WA, SA and NSW.

1990 - 2009
Contract Media Sales (CMS) – Business Development Manager
Business Development Manage and Director.

1987 - 1989  Pearl & Dean Publishing Department
Secured advertising for the British Airport Authority Timetable publication distributed throughout all UK airports.
Private & Confidential Resume of

Mobile: [Redacted]
Email: [Redacted]

Summary of Qualifications
M.Phil 1993
B.A.(Hons) Business Studies 1992

EXPERIENCE for this project:
For the last 8 years I have worked on similar projects for other state governments where their mail outs have been used as an advertising medium to raise revenue for these government departments.
My main responsibilities have been to develop and produce sales material for marketing to the potential advertisers.
Liaising with the advertisers to prepare the artwork for approval prior to submission to the medium owner for approval.
Monitor media stocks with mail houses and liaise with all medium owners and advertisers to coordinate production in a timely and efficient manner, and prepare reports as required.

Career history:
2009 - 2012 Operations Manager To the Point Pty Ltd
2004 - 2009 Operations Manager CMS
1994 - 2004 Family Management
1987 - 1994 Research Officer Small Business Unit Kingston University UK

Educational history:
M.Phil 1993 Kingston University UK
B.A.(Hons) Business Studies 1992 Kingston University UK

Personal interests:
My interests outside of children include netball, jazz bands and reading.
q). ORGANISATIONAL CAPABILITY AND PREVIOUS EXPERIENCE (40% weighting)

In addition to providing the following information the Respondent must demonstrate their financial capacity to fulfil the contract if awarded. Supporting documentation to verify this capacity must also be provided.

**FINANCIAL MODELS FOR THIS PROJECT**

**OPTION 1.**

To The Point will pay **quarterly in advance** $175,000, and to allay any concerns regarding financial risk on this project we undertake to provide a bank guarantee of an additional quarter's fee ($175,000) to the Department. Thus prior to this project commencing the Department will have access to **funds totalling $350,000** as security yet you will have **no financial outlay**. At no point will the Department be exposed to any financial risk - insertion does not commence until the DoT is paid.

As with similar projects in other states, TO THE POINT is able to pay the DoT in advance as we will directly contract with the advertisers to receive the revenue **in advance**.

On appointment to this project, TO THE POINT will identify suitable advertisers in keeping with the DoT’s policies. We will then set about the task of securing direct agreements with the advertisers. Having secured agreements with the advertisers we will issue contracts to ensure payment **in advance**.

We are currently conducting business this way in Tasmania and have paid the department in Tasmania **up front** for several years. Our policy is that all agreements with advertisers are issued on an order of confirmation. This confirmation order sets out the terms of payment and the specifications of the mail out. These are binding agreements that our advertisers adhere to. This document specifies the terms of payment being quarterly in advance.

This model has proved successful in other states and jurisdictions Australia wide, working with advertisers as large as Telstra, CityBank, General Motors and as small as local contractors and small business who see the benefit of tightly targeted and cost effective direct marketing.

**OPTION 2.**

To The Point will supply signed Orders of Confirmation for each advertiser to The DoT, the Department can then invoice the advertisers directly thus having total control of the finances. If the Department wishes to do this then it will collect all the money for the project in advance and pay To The Point Pty Ltd it's fee monthly in arrears (the margin between the Department’s fee and the revenue generated) thus removing any concerns regarding financial risk to the Department.

**Supporting Documentation** to verify this capacity: Please see a letter from The Department of Infrastructure Energy & Resources Tasmania verifying quarterly payment in advance. In addition please see letter from Westpac stating that To The Point and it's Directors have suitable funds and assets to support a bank guarantee for $175,000. A copy of our standard Order of Confirmation follows.
TO WHOM IT MAY CONCERN

SUBJECT: CONTRACT FOR INCLUSION OF ADVERTISING MATERIAL

The Department of Infrastructure, Energy and Resources has a contractual arrangement with "To the Point" for the provision of advertising material to be included with registration renewal notices.

As part of the terms of contract payment is required 3 months in advance. At the time of providing this letter all payments from "To the Point" are current and up to date.

Let me know if you require any further information.

Yours sincerely

[Signature]

MANAGER VEHICLE REGISTRATION

24 August 2012
Re:

To: The Point Pty Ltd
23 Cloburg St,
Brighton East
Vic 3187

To Whom It May Concern:

I am writing this letter to advise that Westpac will be able to issue a Bank Guarantee on behalf of Mark / Company when secured with cash to a sum of 175,000. The Guarantee can also be issued using his residential property.

Please contact me on [redacted] if you require any further information.

Thanking you,

[Signature]

Local Business Banker
Westpac Brighton.
## ORDER OF CONFIRMATION

<table>
<thead>
<tr>
<th>PART A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date:</strong></td>
<td>XXth Month 2012</td>
</tr>
<tr>
<td><strong>Client:</strong></td>
<td>SAMPLE CLIENT NAME</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>101 Main Road</td>
</tr>
<tr>
<td></td>
<td>Sample Town</td>
</tr>
<tr>
<td></td>
<td>WA XXXX</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:name@sample.com.au">name@sample.com.au</a></td>
</tr>
<tr>
<td><strong>Authorised Officer Name</strong></td>
<td></td>
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<td><strong>Title</strong></td>
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<td><strong>Signature</strong></td>
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<tr>
<td><strong>Date</strong></td>
<td></td>
</tr>
</tbody>
</table>

*The Authorised Officer is authorised by the Client to sign this Order of Confirmation. Signing above binds the Client to the terms and conditions contained in this Order of Confirmation.*

## PART B - PARTICULARS

1. **Maximum Insert Size:**
   - Page size must be a DL insert: 210 x 99 mm or 200 x 90 mm.
   - Note that:
     - multiple page inserts must be roll folded to DL for "mechanical insertion".
     - Inserts must be packaged correctly to avoid curling.
     - per above, it is suggested cardboard be placed between insert layers in boxes containing the inserts.
     - use of elastic bands must be avoided to prevent curling

2. **Contract Period**
   - 12 months

3. **Mail Out - Western Australia**
   - An insert in the Western Australian Registration Renewals.
   - All vehicles - state wide.

4. **Fee**
   - $XXX plus GST per quarter - printing not included.

5. **Payment Terms**
   - Payment due quarterly in advance on Order of Confirmation
6. Mailout Schedule During Contract Period

(a) Mail Out Period: <12 Months - 1 January 201X - 31 December 201X>
(b) Mail Out Location: <Western Australia>
(c) Insert Delivery Date: <December 201X>
(d) Commencement Date <January 201X>

Please note that the details above are estimates only (based upon existing registrations) and may change without notice.

PART C - CONDITIONS

1. Disclaimer

Disclaimer in the format required by the Government Body in the Mail out Location must be printed on each individual insert the Client prepares. The current Disclaimer/s required is/are as follows:

Western Australia

The Department of Transport does not warrant, endorse or recommend any goods or services advertised in this material.

The Client acknowledges and agrees that the format of the Disclaimer may be varied by the relevant State Government Body in the Mail out Location in which event the Client will adopt the new format required - if the Client is advertising in multiple jurisdictions.

2. Artwork

The Client acknowledges and agrees that it must prior to printing the inserts obtain the approval of the relevant Government Body to the artwork proposed. The Client acknowledges and agrees that if the Government Body withdraws it’s approval to the artwork during the Contract Period the Client must submit for approval new artwork which is to be approved by the Government Body before further inserts may be distributed. The Client acknowledges and agrees that it shall not be entitled to any refund, credit or offset for inserts not distributed in accordance with the Mail Out Schedule due to any such withdrawal of approval.

3. Mail Out Period

Once TTP has been advised that the artwork has been approved TTP will confirm the Insert Delivery Date and relevant Mail centre to which the inserts for a particular Mail Out Period must be delivered by the Client.

4. Mail Centre Failure

The Client acknowledges and agrees that TTP is not responsible nor liable in any respect for any failure to comply with the Mail Out Schedule other than where such failure has been caused by the direct act or omission of TTP.
5. Renewal

(a) TTP will not accept prior to the Renewal Date an Order of Confirmation to commence after the Contract Period for the products or services specified in Part B hereof in respect of which the Client has exclusivity during the Contract Period other than an Order of Confirmation from the Client.

(b) The Client must by the Renewal Date specified in Part B hereof sign an Order of Confirmation for the Renewal Period specified in Part B hereof failing which TTP thereafter accept an Order of Confirmation to commence after the Contract Period for the products or services specified in Part B hereof in respect of which the Client has exclusivity during the Contract Period.

6. Termination

(a) TTP may terminate this Order of Confirmation immediately in the event:

(i) of termination of the current Contract relating to Mail Outs between TTP and the relevant Government Body(ies) during the Contract Period; or

(ii) that the Client fails to pay the Fee due to TTP in accordance with the Payment Terms specified in Part B hereof;

(b) The Client acknowledges and agrees that TTP shall have no liability to the Client for loss of profits or any damages whatsoever in the event that TTP terminates this Order of Confirmation in accordance with sub-clause (a) or (b) hereof.

7. Tax Invoices

TTP shall render to the Client a Tax Invoice for payment by the Client in accordance with the Payment Terms specified in Part B hereof.

8. Exclusivity

TTP warrants to the Client that it shall have exclusive advertising rights in respect of the products or services advertised by the Client in the inserts in the relevant Mail Out Locations during the relevant Mail Out Period and specified in Part B hereof.

9. Confidentiality

The parties acknowledge and agree that the terms and conditions contained in this Order of Confirmation are to remain confidential between them and are not to be disclosed or divulged to any other person for any reason other than the relevant Government Body or Bodies and where required at law.

10. Entire Agreement

(a) This Order of Confirmation contains the entire agreement between the parties and no earlier representations or agreements whether oral or in writing in relation to any matter dealt with in this Order of Confirmation will have any effect from the date of this Order of Confirmation.

(b) This Order of Confirmation may not be changed in any way except in writing and signed by both TTP and the Client.
SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

11. Force Majeure

If a party becomes unable wholly or in part by Force Majeure to carry out any of its obligations under this Order of Confirmation that party shall give to the other party prompt notice in writing of the Force Majeure with reasonably full particulars and insofar as is known the probable extent to which it will be unable to perform its obligations under this Order of Confirmation and in such event such obligation or obligations shall be suspended during but not longer than the continuance of the Force Majeure.

12. Notices

(a) A party giving notice under this must do so in writing, addressed to the other party at the address detailed in this Order of Confirmation by hand delivery pre-paid post or facsimile transmission.

(b) A notice given in accordance with Clause 13(a) is deemed to be received, if hand delivered on the date of delivery, or if sent by pre-paid post 24 hours after the date of posting and if sent by facsimile transmission on the day the transmission is sent and which is to be confirmed by a facsimile transmission report.

PART D - DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert</td>
<td>means printed advertising media eg. pamphlet, brochure, card, leaflet.</td>
</tr>
<tr>
<td>TTP</td>
<td>To The Point Pty. Ltd. A.B.N. 62 058 154 804</td>
</tr>
<tr>
<td>Insert Delivery Date</td>
<td>means the last date on or before which the Client must deliver the inserts to the relevant Mail centre for a particular Mail Out Period.</td>
</tr>
<tr>
<td>GST</td>
<td>means GST within the meaning of the GST Act.</td>
</tr>
<tr>
<td>GST Act</td>
<td>means A New Tax System (Goods and Services Tax) Act (Cth) 1999 (as amended)</td>
</tr>
<tr>
<td>Mail Centre</td>
<td>means the mail centre of the relevant government body.</td>
</tr>
<tr>
<td>Mail Out</td>
<td>means the procedure by which the inserts are distributed. An insert is placed in each individual envelope in the mail of the relevant Government Body, which is posted to registered vehicle holders.</td>
</tr>
<tr>
<td>Unit</td>
<td>one (1) insert per client mailed out from the mail centre to the intended recipient.</td>
</tr>
</tbody>
</table>
## SCHEDULE 1- CUSTOMER CONTRACT DETAILS

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>RESPONSE DETAILS AND OTHER COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company History</strong></td>
<td></td>
</tr>
<tr>
<td>• When was the business started?</td>
<td>• 1990</td>
</tr>
<tr>
<td>• State any major changes in ownership or structure</td>
<td>• NONE</td>
</tr>
<tr>
<td>• Other details</td>
<td></td>
</tr>
<tr>
<td><strong>Company size</strong></td>
<td><strong>Company size</strong></td>
</tr>
<tr>
<td>• List your current number of staff.</td>
<td>• Currently three.</td>
</tr>
<tr>
<td>• How many similar contracts would the company work on per year?</td>
<td>• Currently one other similar</td>
</tr>
<tr>
<td>• Annual business turnover in $</td>
<td>• $2,000,000 approx. (2013)</td>
</tr>
<tr>
<td>• Other details</td>
<td>• One off a group of companies</td>
</tr>
<tr>
<td><strong>Current client list</strong></td>
<td><strong>Current client list</strong></td>
</tr>
<tr>
<td>• Please list your current major clients.</td>
<td>• Department of Infrastructure, Energy &amp; Resources Tasmania</td>
</tr>
<tr>
<td>• Other details</td>
<td>• Local Councils throughout Australia</td>
</tr>
<tr>
<td><strong>Professional associations</strong></td>
<td><strong>Professional associations</strong></td>
</tr>
<tr>
<td>• Please list any professional associations your company is a member of or any professional affiliations or accreditations.</td>
<td>• Australian Direct Marketing Association (ADMA)</td>
</tr>
<tr>
<td>• Other details</td>
<td></td>
</tr>
<tr>
<td><strong>Location of the company’s facilities</strong></td>
<td><strong>Location of the company’s facilities</strong></td>
</tr>
<tr>
<td>• State the principal location of business, including the location(s) from which the contract’s operations will be managed.</td>
<td>• Principal office: 23 Clonaig Street Brighton East, Victoria, 3187</td>
</tr>
<tr>
<td></td>
<td>• WA Office 49 Hay St. Perth, WA, 6008</td>
</tr>
<tr>
<td><strong>Previous experience</strong></td>
<td>TO THE POINT specialises in the creation, promotion, production and sale of advertising in publications and mail outs (“the medium”) on behalf of the owners of the medium. Prior and existing clients include various state and local government departments and other instrumentalities. With its background and expertise in</td>
</tr>
</tbody>
</table>
this field, TO THE POINT and its staff have secured numerous advertisers for a variety of mediums. Not only does this service provide valuable revenue which would not otherwise be available but the income might be used to reduce the capital outlay on print production charges for the owners of the mediums.

As a result of its unique position in the market place, TO THE POINT is able to provide its services to the medium owner on the following basis:

- Without any capital investment from the medium owner;
- Securing advertising without hindering the medium;
- Securing advertising pertinent to the nature of the medium;
- Providing a full service to the medium owner.

a. Without any capital investment from the medium owner

TO THE POINT receives its revenue by way of commissions directly from the advertiser. Only those advertisers approved by DoT will be included in the medium. Therefore, when an approved advertiser has been included within a medium, the medium owner has the comfort in knowing that TO THE POINT only takes its fee when it has secured an approved advertiser. Consequently, there is no direct cost to the medium owner.

b. Securing advertising without hindering the medium

The main focus of TO THE POINT is to secure advertising on behalf of the medium owner so as to raise additional revenue for the medium owner. Naturally, this is achieved so that the advertising does not in any way hinder or interfere with the main function of the medium.
1. a detailed description of the Products and / or Services provided;

c. Securing advertising pertinent to the nature of the medium
TO THE POINT prides itself on only securing reputable advertisers that are relevant to the medium. Therefore, it is able to ensure that the advertising is in keeping with the medium owner’s standards.

d. Providing a full service to the medium owner
TO THE POINT offers a full service to the medium owner including the securing of advertising, the control of advertising content in accordance with the medium strategy and the service of design, promotion and production of an advertiser’s material if required.

As a result of our service the medium owner does not have to invest its employees’ time in this project. Consequently, the only role the medium owner needs to take is the approval of the artwork and overseeing the distribution.

TO THE POINT’s key staff have been responsible for the introduction of this type of program in this country. TO THE POINT initially worked in parallel with CMS to develop and manage these programs and since the merging of these organisations in 2009 we have focused upon activating and reactivating programs of this kind. This Request is identical to many programs run in other states either by TO THE POINT or CMS. It was the current Business development manager at TO THE POINT who originally developed and implemented the idea of generating revenue using the registration renewal mail outs in the various states. With TO THE POINT’s expertise in this field, its submission to DoT is based on the current market expectations and a proven track record, in the business
2. similarities between the previous contract and this Request;

3. when the previous contract was performed;

4. Recent examples of direct mail advertising material;

of securing advertising in the registration renewals.

Our company and or our staff have provided this service in Victoria, Tasmania, South Australia, Victoria and Queensland.

Tasmania 1990- Current
Queensland 1992 – 2010
South Australia 1991 – 2009
Victoria 1990 – 2006

TOTHE POINT and or our staff have secured many advertisers including: Westpac, Anz, Commonwealth, AAMI, QBE, FAI, TGIO (Tasmanian Government Insurance), Motors Ltd, Mitsubishi, BMW, Ford, Toyota, Hyundai, Windscreens O’Brien, Novus Windscreens, Bob Jane T Mart and Beaurepaires.

Some sample inserts have been included in the following pages.
Below are a sample of the advertising contracted and inserted previously in other states of Australia.

These Advertisers represent a sample of the To The Point client base - should the department wish to verify these please contact [Contact Information] for details.
5. The Outcomes of the Previous Contracts

TASMANIA

In November 1991 the Tasmanian Government entered into an agreement with CMS to secure advertising within the registration renewal mail outs. To The Point has been associated with this program since that time in its creative and production role. Since To The Point and CMS combined forces the contract in Tasmania has been held by To The Point.

Over the period of this project we have generated circa $1,000,000 of revenue for Tasmania. For a state of this size it is a significant amount of income considering there is no capital investment and annually there are only 380,000 registration renewals dispatched. To The Point currently holds an agreement with the Department of Infrastructure, Energy and Resources.

There has not been a tender procedure for the awarding of a contract in Tasmania. The department has however contacted other companies in Tasmania to seek quotations and interest in selling/securing advertisers for insertion with the department mail-outs. To date, no other company has been able to deliver the financial commitment that TO THE POINT is prepared to offer.

Since we have been appointed to this project we have secured many advertisers including: Westpac, ANZ, Commonwealth, AAMI, QBE, FAI, TGIO (Tasmanian Government Insurance), Motors Ltd, Mitsubishi, BMW, Ford, Toyota, Hyundai, Windscreens O'Brien, Novus Windscreens, Harley Davidson, Bob Jane T Mart and Beaurepaires.

TO THE POINT enjoys a good working relationship with the department.
SOUTH AUSTRALIA

Since 1991 TO THE POINT has been associated with inserts in the registration renewal mail-outs in SA. CMS was appointed by the Department of Transport, South Australia to include inserts in their registration renewal mail-out in 1991 and To The Point was involved in a creative and production role.

Since 1990 circa $1,200,000 of revenue has been generated for South Australia.

In 1995 CMS was the successful tenderer to extend the same project and To The Point provided specialised expertise for the term of the contract.

VICTORIA

In September 1990 CMS was appointed by VicRoads in Victoria to secure advertising within the registration renewal mail-outs. This was the first time that any contract had been entered into in Australia to allow advertising to be included in the registration renewals. TO THE POINT acted in conjunction with CMS from this time.

A high level of occupancy and revenue for VicRoads was been maintained and, over time, TO THE POINT built strong ties with businesses that would be suitable to promote their products via the VicRoads registration renewal mail-outs.

TO THE POINT and CMS jointly has also developed adaptations to the strategy of distributing advertising inserts, including allowing regional locations to receive relevant offers from regional businesses and the concept of a Road Users Handbook.

More than $4,000,000 in revenue has been generated for VicRoads in the period of the contract.
QUEENSLAND

Richard Broxham of CMS approached Queensland Transport with the concept of including advertising within its mail-outs. After due consideration Queensland Transport called for tenders in February 1993. CMS was appointed to this project in June 1993 and To The Point once again fulfilled a creative and production role.

On completing our first contract, Queensland Transport called a second tender in 1998 and CMS was again the successful bidder. Approximately $3,000,000 of revenue for Queensland Transport has been generated through-out this project.

Queensland Transport allowed the database to be split within vehicle categories that enabled specific inserts to be distributed to vehicle categories. This process, combined with allowing 6 insertion stations at the mailing house for advertising inserts, is the primary reason for a significant stream of revenue to Queensland Transport. We do note however that a maximum of two inserts per envelope is the policy of Queensland Transport (as per other states).

The scope of the works and quality management system in Queensland is based on the same business model as Victoria and VicRoads’ registration renewal advertising insertion project and this would form the basis of our methodology in Western Australia.

The contracts outlined above were performed from 1990 to the current date by personnel that form the current To The Point team.
6. Respondents must demonstrate a minimum of five (5) years experience of operations as a direct marketing organisation including evidence of a verifiable client list.

In the above statement we have clearly demonstrated that our personnel have over 20 years’ experience unique to this type of project. The merging of CMS and TO THE POINT bring together skills honed specifically on projects such as planned in Western Australia. Over this time we have built relationships in two parts, the first with State Government authorities responsible for the registration renewal mail outs as demonstrated above. The second is that we have also developed strong relationships with the advertisers. We have built up a verifiable client list and our clients include some of Australia’s leading companies and organisations. Our clients include

- Insurance: AAMI, GIO, Alliance, Hollard, QBE, as well as numerous brokers
- Financial Institutions: Commbank, Commsec, NAB, ANZ, Westpac, Wizard, RAMS
- Car Manufacturers: Holden, Ford, Audi, BMW, Honda as well as large dealership franchises throughout the country
- Tyres: Beaurepaires, Good Year, Bob Jane T Marts,
- Automotive Accessories: Repco, Autobarn

We have also secured advertising with many other industries over the last 20 years. Samples of our campaigns with these clients have been attached. Should the department wish to contact a sample of these advertisers please contact...
### References

- The Respondent must also provide a minimum of [3] referees in respect of the contracts detailed above. Referee details must include:
  1. the referee’s name and position;
  2. company name;
  3. the contact telephone number; and
  4. the contract or project title.

<table>
<thead>
<tr>
<th>Manager Vehicle Registrations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Infrastructure Energy &amp; Resources Tasmania</td>
</tr>
<tr>
<td>80 Elizabeth St</td>
</tr>
<tr>
<td>Hobart TAS 7000</td>
</tr>
<tr>
<td><strong>PH</strong></td>
</tr>
<tr>
<td><strong>FX</strong></td>
</tr>
<tr>
<td><strong>Mob</strong></td>
</tr>
<tr>
<td>Registration Renewal Commercial Inserts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procurement/Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Planning, Transport and Infrastructure South Australia</td>
</tr>
<tr>
<td>GPO Box 1533, Adelaide SA 5001</td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Mobile:</strong></td>
</tr>
<tr>
<td>Commercial Inserts SA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senior Advisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transport</td>
</tr>
<tr>
<td>Floor 1, Transport House</td>
</tr>
<tr>
<td>230 Brunswick Street</td>
</tr>
<tr>
<td>Fortitude Valley QLD 4006</td>
</tr>
<tr>
<td><strong>PH</strong></td>
</tr>
<tr>
<td><strong>FX</strong></td>
</tr>
<tr>
<td><strong>Mob</strong></td>
</tr>
<tr>
<td>Department of Transport Commercial Inserts</td>
</tr>
</tbody>
</table>
RESPONDENT TO COMPLETE:

Respondent to provide the organisational capacity information required under this clause.

TO THE POINT'S main focus is Direct Marketing, in particular Direct Marketing Advertising Sales. Our company has developed a quality assurance manual detailing procedures, forms and key roles to deliver these services.

We have issued a copy of the To The Point Quality Assurance Manual (available upon request).

c). ADEQUACY OF PROPOSED APPROACH AND METHODOLOGY (20% WEIGHTING)

The Respondent must provide details of their methodology which will be used to undertake requirements as set out in Schedule 2 – Specification / Statement of Requirements.

Details of the methodology should include:

(i) Detail the approach and methodology to be adopted to provide both the required services overall and to complete each of the specific tasks detailed.

(ii) Detail the approach and methodology to be used to manage service provision and ensure satisfactory performance against performance measures.

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

RESPONDENT TO COMPLETE:

Part (i)

As a company that is already providing similar services in other jurisdictions we have formulated a ten step methodology programme to deliver this service. These ten steps are:

Step 1 - Appointment
TO THE POINT is appointed and contract is finalised.
Step 2 - Sales & Marketing
TO THE POINT will identify suitable advertisers in keeping with the guidelines set out in this tender. Our focus will be to secure companies that will use this medium not only as a means of promoting their own business but as a road safety statement where possible.
TO THE POINT would directly contact all of the companies it has identified as suitable advertisers. This is initially done by telephone and requires a strategic approach to identify the key decision maker within the organisation that has the authority to consider any proposal put forward. TO THE POINT will deliver tailored proposals that put forward this opportunity detailing all of DoTs conditions in particular highlighting the approval process and the specifications of the inserts. TO THE POINT will also attend meetings with the prospective advertisers across Australia.
**Step 3 - Advertisers contracted**

Once a potential business has expressed an interest in using the mail out TO THE POINT will negotiate and secure a contract detailing the obligations and expectations that would be in keeping with DoTs expectations as well as ensuring that all printing specifications and requirements for the mail out are adhered to. TO THE POINT will issue an Order of Confirmation to the advertiser detailing the conditions and requirements of the mail out.

**Step 4 - Artwork prepared**

With our experience we will facilitate the creation of suitable artwork for the advertiser. We would ensure that the advertiser's artwork contains offers or statements that are not only relevant to the medium but gives DoT’s clients an added benefit. Again TO THE POINT will ensure that the artwork fulfils the requirements of the conditions for advertising.

**Step 5 - Artwork submitted to DoT**

Once the artwork meets all the required specifications (including the disclaimer and provision for the approval number) it will be submitted as a PDF to DoT for it to consider for approval. TO THE POINT acknowledges that DoT may reject any of the advertising material without any penalty.

**Step 6 - Advertiser billed and payment received**

Upon signing Order of Confirmation, payment for first quarter is due from all advertisers.

**Step 7 - Artwork approved by DoT**

When DoT approves the artwork TO THE POINT will liaise with the advertisers, agencies and printers to ensure the approved insert is manufactured and delivered to DoT’s mail house. TO THE POINT will detail in writing to the client the procedure for the delivery of the inserts and advise them of the wording of the required disclaimer and approval number to be printed on it. TO THE POINT will at this point provide DoT with the required documentation including delivery details and insertion instructions. From this documentation DoT would be able to instruct the mail house accordingly.

**Step 8 - Quarterly payment to DoT**

Once artwork is approved TO THE POINT will pay to DoT the agreed quarterly fee, prior to commencement of insertion.

**Step 9 - Print and delivery**

TO THE POINT will manage the delivery of the inserts to ensure that they are delivered to DoT’s mailing house as per its specifications providing the client with the mail house delivery documentation and any specific instructions set by DoT to this insert.

**Step 10 - Insertion commences**

In consultation with the DoT, TO THE POINT will produce reports for each advertiser showing the number of each client’s inserts that have been distributed each week based on weekly stock reports received from DoT’s mail house, detailing the quantity of each client’s insert that have been distributed. This report will substantiate distribution for the advertiser.

To assist in managing this process TO THE POINT uses stock management spread sheets detailing current bookings, number of inserts, stock on hand and timelines.

Diagrams follow to explain the process.
Part (ii)

With our experience in working with other jurisdictions our focus will be to secure suitable advertisers that will act in the public interest. As all artwork for this project will be subject to the approval of DoT, DoT guidelines and expectations will be met. TO THE POINT acknowledges that all advertisers and inserts will be subject to the DoT's approval without prejudice.

Part (iii)

From finalisation of a contract between the DoT and To The Point we project a timeline of at least 16 weeks before insertion can commence. The diagrams below explain the process following the 10 step methodology previously outlined.
d). LOCAL CONTENT (10 % WEIGHTING)

The Respondent must address the following:
(i) the Respondent must specify the location where the following activities will be performed:
   (A) where the proposed Products will be printed; and
   (B) where contract management will be undertaken.
(ii) the Respondent must provide details of how the Respondent supports other Western Australian businesses through subcontracting or material supply arrangements;
(iv) the Respondent must estimate the employment creation and retention and industry and skills development initiatives which may arise if a contract is awarded to the Respondent; and
(v) the Respondent must provide details of any other economic, social or environmental benefits to Western Australia.

RESPONDENT TO COMPLETE:

Part (i)
(A) Where To The Point prints the inserts they will be printed in WA. In some circumstances a national advertiser (eg. NAB Ford etc.) may have external contractual arrangements for print in other states and this may be beyond our control.
(B) Contract management will take place in Victoria and WA.

Part (ii)
If engaged for this project our company will employ the services of local printers in WA. The WA printing industry has in recent years suffered significant loss of business as a consequence of a reduced market due to the internet. The printing industry has historically been a significant employer of Western Australians. Currently the need to produce the volume of inserts required for this contract does not exist as no one is currently using the medium. As soon as DoT has approved our advertisers there will be an immediate need to print 4 million inserts. This will provide suitable printers with a new scope of works and in turn added job security.

Part (iii)
The provision of this service will impact West Australian businesses that promote their goods and services within the registration renewals mail out. Companies that advertise their business through this mail out will grow their businesses in WA.

Part (iv)
From our services the DoT will receive a new revenue stream. This revenue stream can be applied directly to any local project work deemed necessary. The ultimate outcome of economic, social or environmental benefits will be determined directly by DoT.

Part (v)
Design and creative for local WA advertisers will be executed by their incumbent specialists under our supervision.
Western Australian Content - estimate

- 30% WA Coordination
- 25% WA Admin
- 25% WA Design
- 10% WA Sales
- 10% Non WA Sales
### SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

<table>
<thead>
<tr>
<th>Customer</th>
<th>The Customer is Department of Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. The Term of the Customer Contract</strong></td>
<td>The Term of the Customer Contract is two (2) years. NOTED</td>
</tr>
<tr>
<td><strong>2. Contract Commencement Date</strong></td>
<td>The Customer will notify the successful Respondent of the Contract Commencement Date in the Letter. NOTED</td>
</tr>
<tr>
<td><strong>3. Extensions</strong></td>
<td>The Customer has three (3) options to extend the Term, each option having a one (1) year duration. NOTED</td>
</tr>
<tr>
<td><strong>4. Notice of Extension</strong></td>
<td>Clause 3.4 of the General Conditions applies. NOTED</td>
</tr>
<tr>
<td><strong>5. Price Variation</strong></td>
<td>Revenue per insert per envelope returned to the Department of Transport is fixed for the first year of the Term. On each anniversary of the Contract Commencement Date, the revenue per insert returned will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth). NOTED</td>
</tr>
</tbody>
</table>
| **6. Public and Product Liability** | Public and products liability insurance covering the legal liability of the Contractor and the Contractor’s Personnel arising out of the Products and / or Services for an amount of:  
   a) not less than [$10 million] for any one occurrence;  
   b) unlimited in the aggregate in respect of public liability; and  
   c) limited in the annual aggregate to [$10 million] in respect of products liability. NOTED – documentation available on request |
| **7. Workers’ Compensation** | Workers’ compensation insurance in accordance with the provisions of the Workers’ Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than $50 million for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the Workers’ Compensation and Injury Management Act 1981. NOTED – documentation available on request |
| **8. Contract Management Requirements** | Customer’s / Department’s Representative  
The Contract Manager to be known as the Customer’s or Department’s Representative, to manage and supervise performance of the Contract, will be [name], Driver and Vehicle Services  
Customer’s address details  
[address]  
Assistant Director Business Support & Training Driver and Vehicle Services  
Public Transport Centre West Parade Perth 6000  
Ph: [phone number] NOTED |
| **9. Confidential Information** | The Customer specifies the following information to be "Confidential Information" under paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions including but not limited to:  
   a). Information regarding business or system processes that the Contractor has obtained, or which may be provided by the Contract Authority, whether directly or indirectly; NOTED  
   b). information comprised in, or relating to, any Intellectual Property of the Contract Authority, and/or NOTED  
   c). information relating to the internal management and structure of the Contract Authority, or the Personnel, policies and strategies of the Contract Authority; and/or NOTED |
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Police Clearance</td>
<td>Clause 18.4 of the General Conditions does not apply. NOTED</td>
</tr>
<tr>
<td>11. Confidential Declaration – Prevention of Paedophilia</td>
<td>Clause 18.5 of the General Conditions does not apply. NOTED</td>
</tr>
<tr>
<td>12. Warranties</td>
<td>For the purposes of clause 19.5 of the General Conditions, no warranties are specified. NOTED</td>
</tr>
<tr>
<td>13. Intellectual Property Owner</td>
<td>Clause 23.1 of the General Conditions applies. NOTED</td>
</tr>
<tr>
<td>14. Working Papers</td>
<td>Clause 23.7 of the General Conditions applies. NOTED</td>
</tr>
<tr>
<td>15. Publicity</td>
<td>For the purposes of clause 25.4 of the General Conditions, no other Public Authority is specified. NOTED</td>
</tr>
<tr>
<td>16. Government Policies</td>
<td>For the purposes of clause 33 of the General Conditions, no obligations relating to Government procurement policies are specified. NOTED</td>
</tr>
<tr>
<td>17. Department</td>
<td>Department of Transport NOTED</td>
</tr>
</tbody>
</table>
SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

1.1 STATEMENT OF REQUIREMENTS

Outcome
The successful Respondent shall provide the Department of Transport with an agreed amount of revenue per quarter in advance for the right to include advertising material in mail outs.

1.2 SPECIFICATION

1.2.1 Outputs and Objectives

The successful Respondent shall be required to meet its obligations under this arrangement including:

- Provide Department with all proposed advertising print ready artwork (inserts) for verification and authorisation before proceeding to production of inserts.
- Each insert must be printed with the Department’s approved disclaimer.
- Production and printing of advertising material in the form of flyers DL size with a minimum stock weight for each insert of 110gsm and ensure the material is available in sufficient quantities to enable the Department’s mail house contractor to include the material in mail outs.
- Enter into a contractual arrangement with the Department’s current mail house contractor or any subsequent mail house contractor and meet all the cost of the insertion of the advertising material, the storage and handling of the inserts and meet any additional postage charges in excess of the Department’s usual postage charges.
- The current mail house contractor is:
  Salmat Business Process Outsourcing | Mailforce
  9 Jackson Street
  Bassendean WA 6054 Australia

  Contact: [Redacted]
  General Manager WA
  Telephone [Redacted]
  Email: [Redacted]

- Provide the Department with a third party verified copy of the contractual arrangement and varied contractual arrangement between the contractor and the Department’s current mail house contractor;
- Sourcing advertising as permitted by the arrangement;
- Producing all artwork and content for advertising purposes;
- All relevant client liaison with advertisers; and
- Collection of advertising revenue.

The transparency of the successful Respondent’s services shall enable the Department to provide sufficient, credible and accurate information to stakeholders affected by the project, so that they are able to make informed decisions in relation to the Department options.

FINAL REQUEST NO DOT310212
Page 40 of 44
FINANCE 010711
The successful Respondent in completing the task will be required to meet the key outputs and objectives detailed below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Output and Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>• A guaranteed minimum of 4 million inserts per annum</td>
</tr>
</tbody>
</table>

### 1.2.2 Standards and Performance Criteria

The successful Respondent should use its best endeavours to advertise products or services according to the Advertising Guidelines for Tenderers (Attachment 1).

The successful Respondent shall only advertise specified approved products and services outlined in the Advertising Guidelines for Tenderers.

The Department's preferred option is to rotate the advertising suite of inserts every 3 months. The successful Respondent can negotiate this option with the Department.

The successful Respondent must refer all advertising content to the Department's Representative for approval prior to printing. If the Department, in its absolute discretion deems advertising as non-acceptable, it must not be printed, placed in envelopes or posted.

Measurement of performance of the successful Respondent will primarily be based on:

- Amount of financial return to the Customer; and
- Assessments made by the Customer's Representative as to the level of effort in growing the level of interest in the advertising opportunity amongst advertisers.

The successful Respondent will be required to meet initially at an introductory meeting with the General Manager of Driver and Vehicle Services. The successful Respondent will then be required to meet the Customer's Representative on a fortnightly basis to monitor the progress of the Contract Arrangement. After an initial period, to be determined between the Customer Representative and the successful Respondent, the successful Respondent and the Customer Representative will meet on a monthly basis. At each meeting the successful Respondent will be required to provide a brief schedule of advertising mail outs to indicate the progress of the sale of the advertising. The estimated a volume is in excess of 350,000 mail items per month.

### 1.2.3 Special Considerations or Issues

The Customer will have the absolute right to include its own printed licensing informational material and community service inserts into mail outs on an ad-hoc basis.

The Customer will also have the absolute discretion to nominate mail outs that must not include any inserts.
To meet privacy considerations, the Customer will make available an online "opt out" facility for those clients that do not wish to receive advertising material.

The successful Respondent will be responsible for:

- Meeting all of the costs associated with production of advertising inserts and delivery of the advertising material to the Customer's current Mail House Contractor or any subsequent contractor.

- The successful Respondent will agree to meet all:
  - Costs of inserting the material into envelopes
  - Any costs associated with programming equipment at the mail house contractor
  - Warehousing costs at the Customer's current Mail House Contractor or any subsequent contractor
  - Destruction costs of excess material
  - Any costs associated with increased postage costs for large envelopes or increased weight, and
  - Mail House Contractor handling charges

- Ensuring the privacy or confidentiality of information should they come across details of clients or the public.

1.2.4 Payment Arrangement

The Successful Respondent will be required to make payment for the Inserts quarterly in advance. No inserts will be approved for insertion unless payment is received.

1.2.5 Contract Management

Contract management will be undertaken by a nominated Customer Representative, with assistance from the Department's Procurement & Fleet Services Branch (PFSB).
1.2.6 Format of Written Reports

Written reports shall be of a professional standard and include an executive summary, introduction and scope, and where relevant, details of methodologies used, assumptions made and their basis, validations completed, consultation undertaken, recommendations and the rationale behind these.

Reports may also be required in electronic format, suitable for use with Microsoft Word 2000 and to be recorded and stored in the DoT electronic records management system.
SCHEDULE 3 – PRICING

The Department will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Department reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

a) OFFERED PRICE AND PRICE SCHEDULE
   (i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.
   (ii) The Respondent must state the basis of its Offered Price in Australian Dollars and any price variation provision, arrangement or mechanism applicable to the Offered Price.
   (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Customer Contract Details) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
   (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

<table>
<thead>
<tr>
<th>PRODUCTS DESCRIPTION</th>
<th>Total Quarterly Payment in Advance (GST inc.)</th>
<th>Total Annual Payment (GST inc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 x DL inserts in each of the DoT mail outs</td>
<td>$175,000.00</td>
<td>$700,000.00</td>
</tr>
</tbody>
</table>

TTP understands that the total mail out is four million inserts. The registration renewals make up approximately 2.5 Million of this. In our submission we have referred to the registration renewals only as this is what will create the vast majority of the advertising revenue. We will however be working to included advertising in the other mail outs in particular the driver licence renewals. Again for each mail out we will source advertisers that are relevant to the specific mail out. As an example, for the driver licence renewals we will look to secure an offer from an optometrist encouraging drivers to have their eyes checked for road safety purposes..
To The Point Pty Ltd
PO Box 1311
WEST PERTH WA 6872

Dear

Preferred Respondent
Request No. DOT 3079/12
Driver & Vehicle Services Advertising Inserts

The Department of Transport is pleased to advise that To The Point Pty Ltd has been selected as the preferred respondent for the above request.

However, before an acceptance of your offer can be considered, there are a number of issues that will require resolution to Department of Transport's satisfaction.

- To The Point to enter into a contractual arrangement with the Department of Transport's current mail house contractor, Fuji Xerox Document Management (formerly known as Salmat BusinessForce).
- To The Point to provide a bank guarantee of $175,000 that will be kept by DoT for use in the event of To The Point not meeting its financial obligations in the execution of the tender requirements.
- To The Point accepts that DoT will make its best endeavours to ensure the 4 million envelopes are available for inserting each year of the contract.
- To the Point to enter into a contractual arrangement with DoT formalising the responsibilities and duties of each party. This contract will be drafted under the direction of the State Solicitors Office.

You are also advised that unless and until a formal acceptance is duly executed by the Department of Transport, there is no legal relationship and no contract shall exist between the parties in respect of the above requirement and neither party shall have or make any action, suit, claim, demand or proceedings at law or in equity against the other for any loss, injury, damage, compensation, costs or expenses or otherwise whatsoever in respect of or in consequence thereof.
If you wish to further discuss the contents of this letter, please contact [redacted] on [redacted].

Yours faithfully,

[Signature]

A/Managing Director Transport Services
approved delegate of the Director General
Department of Transport
for and on behalf of the Crown in the right of
the State of Western Australia
17th May 2013

Managing Director Transport Services
approved delegate of the Director General
Department of Transport
for and on behalf of the Crown in the right of
the State of Western Australia.

Re: Request No. DOT 3079/12

Dear

Thank you for your letter dated 14 May 2013 advising us that To The Point had been selected as the preferred respondent to the above request.

The four points listed in your letter as issues to be resolved are agreed to by To The Point. We are happy to satisfy all of these expectations and look forward to moving forward toward a contractual agreement.

Please let me know what we can do to assist in making this project progress.

Yours Sincerely

Managing Director

[Signature]
ADVICE OF ACCEPTANCE OF OFFER FOR REQUEST DOT3102/12 FOR DRIVER & VEHICLE SERVICES ADVERTISING INSERTS

I refer to the "Preferred Respondent" letter dated 14 May 2013.

The Department of Transport is now pleased to accept your offer for the above Request. Acceptance of this offer constitutes a Contract between To The Point Pty Ltd [ACN 058 154 804] (the ‘Contractor’) and the Director General, Department of Transport.

The Contract is for the Driver & Vehicle Services Advertising Inserts on behalf of the Department of Transport for a period of two (2) years from the date of this letter. There are three (3) one-year extension options, exercisable at the absolute discretion of the Department of Transport.

The following documentation is also included in the Contract:

- Request No. DOT 310212, dated 4/12/12;
- Your tender submission, dated 10/01/13;
- The Department’s correspondence dated 14/05/2013;
- Your correspondence dated 17/05/13; and
- This Letter of Acceptance including Attachment A.

The following details have been accepted:

Price (inc. GST): $175,000 quarterly payment in Advance.

Delivery: 2xDL inserts in each of the DoT mail outs

Terms & Conditions: Refer Attachment A
Management Issues:

(a) For this agreement, your initial point of contact at the Department of Transport is [Redacted] is responsible for the following contract management issues:
- performance monitoring of contractor;
- minor dispute resolution issues; and
- quarterly remuneration arrangements.

(b) Payment of Accounts:

Quarterly Payments are to be made to:

DOT OPERATING ACCOUNT

(c) Your point of contact at the Department of Finance for all contractual matters is [Redacted] will be responsible for contract management, including:
- Major dispute resolution issues;
- Monitoring of the currency of relevant insurance coverage;
- Contracts extensions/ variations; and
- Termination.

For further information please contact [Redacted]

Yours faithfully,

[Signature]

Managing Director Transport Services
Department of Transport
for and on behalf of the Crown in the right of the State of Western Australia
ATTACHMENT A
ADDITIONAL CONDITIONS

The following are additional terms and conditions which are to form part of the Customer Contract. Except where these terms and conditions expressly or by necessary implication amend the Customer Contract Details, the Request or the General Conditions, all other terms and conditions in those documents remain unchanged.

In these conditions -

Terms which have a defined meaning in the Request Conditions and General Conditions of Contract August 2012 ("General Conditions") have the same meaning when used in these conditions, unless the context otherwise requires.

Advertising Material means advertising material (which has been approved by the Customer in accordance with the Customer Contract) delivered or to be delivered by the Contractor to the MH Contractor for insertion and mail-out in or with Customer mail.

CPI means Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).

Draft Material means advertising material which the Contractor wishes the Customer to approve.

MH Contractor means Fuji Xerox Businessforce Pty Limited ACN 137 933 905 and any other person which the Customer from time to time notifies the Contractor that the Customer has engaged as a mail house contractor.

1. In the Customer Contract, a reference to the "Contract Authority" is a reference to the Customer.

2. The Contractor must comply with its obligations under all contracts with advertisers into which it enters in connection with the Customer Contract. Without limiting this condition, the Contractor must provide to or for advertisers the things which it undertakes or represents to them that it will provide.

3. The Contractor must ensure that each advertiser with which it enters into a contract in connection with the Customer Contract gives the following written and signed acknowledgment:

   The [advertiser/client] acknowledges for the benefit of the State of Western Australia ("Transport") that:

   (a) placement of advertising materials in Transport mail-outs is subject to the continuation of To The Point Pty Ltd ACN 058 154 804 ("TTP")'s contractual relationship with Transport and to [TTP]'s compliance with the terms of the relevant contract; and

   (b) Transport makes no representation or warranty to the
The Contractor must provide an original of an advertiser's signed acknowledgment in the form above to the Customer at the time required under condition 7(a).

4. The Contractor must ensure that all materials which are to be included in a Customer mail-out contain in print no less than 9 point font the following disclaimer:

The State of Western Australia does not warrant, endorse or recommend any goods or services advertised in this material. If you do not want or do not consent to receive this material in future correspondence, please go to the "opt out" button on the Department of Transport home page at www.transport.wa.gov.au/dvs.

5. Clause 21 of the General Conditions does not apply.

The payment option which applies under the Customer Contract is "Option 1" described on page 15 of the Contractor's offer. The Contractor will pay to the Customer the Annual Fee in 4 equal instalments, payable each quarter in advance ("Quarterly Payment"), without set off or deduction, on each Quarterly Payment Date. A "Quarterly Payment Date" is:

(a) for the first Quarterly Payment Date, prior to the commencement of the advertising inserts being included in the mailout under condition 7(b) that the first pdf of Draft Material submitted by the Customer, is approved; and

(b) for each subsequent Quarterly Payment Date, the date which falls every three calendar months after the first Quarterly Payment Date.

The "Annual Fee" is $700,000 per annum (GST inclusive, as varied in accordance with condition 6).

A "Quarter" is each period of three months after a Quarterly Payment is due.

The Customer will issue an invoice to the Contractor for a Quarterly Payment:

(a) for the first Quarterly Payment, at the time the Customer notifies the Contractor under condition 7(b) that the first pdf of Draft Material submitted by the Customer, is approved; and

(b) for each subsequent Quarterly Payment, at the time the Customer notifies the Contractor under condition 7(b) that one or both pdfs of Draft Material submitted by the Customer, is or are approved.

6. The following applies instead of the details specified in item 5 ("Price Variation") of the Customer Contract Details:
The Annual Fee is fixed for the first 4 Quarterly Payment Dates. Subsequently, the Annual Fee will be varied with effect from each of the dates specified below ("Relevant Review Date"), each time by increasing the then current Annual Fee by the same percentage as the percentage increase in the CPI quarterly figure most recently published prior to the Relevant Review Date over the CPI figure published for the corresponding quarter in the previous year:

(a) the fifth Quarterly Payment Date; and
(c) every fourth Quarterly Payment Date after the fifth Quarterly Payment Date.

7. Advertising Material to be inserted in each Quarter must be approved by the Customer prior to any printing or inserting of that Advertising Material, in accordance with the following process:

(a) the Contractor must provide in pdf format Draft Material, being two different inserts for approval by the Customer, by the following time:

(i) for Advertising Material to be inserted in the first Quarter, no more than sixteen weeks after the Contract Commencement Date; and

(ii) for Advertising Material to be inserted in a subsequent Quarter, not less than 10 Business Days before the Quarter commences,

and at the time it does so, the Contractor must also provide to the Customer an original signed acknowledgement in respect of each advertiser as required by condition 3;

(b) the Customer may at its absolute discretion approve or refuse to approve Draft Material, which it will do by writing to the Contractor within 14 days of submission;

(c) if the Customer approves Draft Material, it may be used as Advertising Material for the relevant Quarter but no longer, meaning that before an insert can be re-used in a subsequent Quarter it must again be submitted for approval as Draft Material in accordance with this process;

(d) if the Customer refuses to approve Draft Material, the Contractor may submit a revised or substitute piece of Draft Material for approval for use in the Quarter at any time until the Quarter commences provided that no more than 2 inserts per Quarter will be approved for Advertising Material;

(e) no insert may be printed by or for the Contractor unless the Customer has given the Contractor written approval of it;

(f) the Advertising Material which the Contractor delivers to the MH Contractor for insertion during a Quarter must be identical to the form
of Draft Material approved by the Customer for use during that Quarter; and

(g) as soon as is practicable after the Customer receives from the MH Contractor an as-delivered sample of Advertising Material, it will verify that it matches the approved form of corresponding Draft Material and, if it does match, the Customer will notify that MH Contractor that insertion may proceed.

8. The MH Contractor will:

(a) not commence or undertake any insertion of Advertising Material; and

(b) cease any insertion of Advertising Material which it has commenced, if any Quarterly Payment is or remains unpaid when due.

9. The Contractor must with the first quarterly payment provide to the Customer, at the Contractor's own cost, an unconditional bank guarantee in form and substance satisfactory to the Customer, issued by a bank approved by the Customer, having a face value of no less than $175,000, as security for:

(a) payment of all amounts owing by the Contractor to the Customer on any account from time to time; and

(b) performance by the Contractor of all of its obligations, under or in connection with the Customer Contract ("Bank Guarantee").

Without limiting the terms and conditions of the Bank Guarantee with respect to the Customer's right to demand, receive or use the proceeds of the Bank Guarantee, the Customer may demand, receive and use the proceeds of the Bank Guarantee whenever the Customer asserts a right to the payment of money by the Contractor under, arising out of or in connection with, the Customer Contract or otherwise at law or in equity relating in any way to the performance or non-performance of the Contractor's obligations. Where the Customer has had recourse to the Bank Guarantee and it is subsequently found that the amounts drawn down were not payable by the Contractor, the Customer will repay the amount not payable by the Customer as soon as reasonably practicable but the Customer may, prior to repayment, set off any amounts that the Contractor owes the Customer under the Customer Contract.

The Customer will release the Bank Guarantee if, at any time following the termination or expiry of the Customer Contract, the Contractor can demonstrate to the Customer's reasonable satisfaction that there is and will be no basis for the Customer to make any demand under the Bank Guarantee in the future.

10. The key output identified in the Specification of approximately 4 million inserts per annum is based on the Customer's estimates of suitable mail-outs. The Contractor acknowledges that, while Transport will endeavour to make available sufficient mail-outs for the Contractor to achieve the key output, Transport does not represent or warrant that any particular volume of mail-outs will be available for inserts and the Contractor assumes all risk in this
11. The Contractor must in advertising products or services comply with and ensure that all advertising accords with the *Advertising Guidelines for Tenderers* set out in Attachment 1 to the Request.

12. As set out in further detail in Schedule 2 of the Request, the Contractor is expected to enter into a formal contractual arrangement with the MH Contractor.

The Contractor must make all arrangements with the MH Contractor which are necessary in order to enable it to perform its obligations, and give effect to its undertakings, made to the Customer under the Customer Contract. The Contractor acknowledges and agrees that:

(a) it is neither the responsibility nor the intention of the Customer to make any such arrangements with the MH Contractor for or on behalf of the Contractor; and

(b) the arrangements which the Contractor makes with the MH Contractor will not derogate from or affect the obligations of the MH Contractor to the Customer.

Without limiting this condition, the Contractor must pay all of the fees charged by the MH Contractor in or in connection with:

(a) inserting Advertising Material into envelopes;

(b) costs associated with programming changes used by the MH Contractor;

(c) warehousing costs;

(d) destruction costs for excess Advertising Material;

(e) increased postage costs for large envelopes or increased weight; and

(f) handling charges.

In addition, the Contractor must liaise and deal with the MH Contractor in compliance with any rules set down by the Customer from time to time (acting reasonably). The Customer may alter, replace or remove any or all of these rules at its discretion from time to time upon giving not less than 14 days' written notice to the Contractor.

13. Without limiting this condition or any other right of the Customer under the Customer Contract, at law or in equity, where an Event of Default occurs, the Customer may at its discretion and in addition to any other right or remedy of the Customer, do anything which the Contractor was obliged to do under the Customer Contract but did not do. The Customer's costs in doing so will be a debt due from the Contractor to the Customer.