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Services, Technology & Administration

**NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration**

**NSW Procurement – Contracting Services
invites this Expression of Interest for and on behalf of the
NSW Government State Contracts Control Board**

RFT Id.	0902781_EOI
Expression of Interest (EOI) Title:	ACCOMMODATION, CASE SUPPORT, TRANSPORT AND OTHER BAIL RELATED SERVICES FOR INDIGENOUS & NON INDIGENOUS YOUNG PEOPLE IN CONTACT WITH THE DEPARTMENT OF HUMAN SERVICES, JUVENILE JUSTICE
Issue Date:	7 December 2009
Closing Date & Time:	Wednesday, 27 January 2010 9:30 am (Sydney Time)
Document Structure	PART A Summary EOI Information and the EOI Process PART B Response
	Note: There is no charge for downloading an electronic copy from https://tenders.nsw.gov.au

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Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

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For the purposes of this EOI, inquiries should be directed to the Contact Officer nominated in Part A of EOI.

Other matters should be directed to:

Group General Manager
NSW Procurement – Contracting Services
NSW Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8953
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PART A – SUMMARY EOI INFORMATION AND THE EOI PROCESS

1. Summary Information for Respondents

1.1 Introduction

The Department of Human Services, Juvenile Justice (JJ) works with young offenders who, at the time of their offence are between the ages of ten and seventeen years. The Department is responsible for the supervision of young people on community based and custodial orders as well as the administration of youth justice conferencing. The Department assists these young people with programs and interventions that will provide them with the opportunity to choose positive alternatives to offending behaviour. These services are aimed at reducing the risk of a young person re-offending by assisting them to address underlying needs, issues and behaviours.

Aboriginal young people are currently over represented in the juvenile criminal justice system. The factors relating to this over representation are complex and across many social, economic, political and service delivery areas. Contemporary research findings clearly indicate that Aboriginal young offenders are at extremely high risk of repeated offending and incarceration unless appropriately targeted, intensive interventions and support are provided at the earliest opportunity.

The Department recognises that key justice and human services agency partnerships are fundamental to addressing indigenous and non indigenous young people's contact with the juvenile criminal justice system and is committed to working closely with other agencies to assist in the addressing the needs of young offenders and the community.¹

The NSW Department of Juvenile Justice provides funding to various non government organisations throughout NSW, to deliver specific services to young people who are involved with the juvenile criminal justice system; this is part of the department's Community Funding Programs Scheme.

The initial funding period will be for 12 months and following an evaluation, a possible two year extension may be considered.

1.1.1 This document invites Expressions of Interest (EOI) for the provision:

Accommodation, Case support, transport and other bail related support services for both **Indigenous and non Indigenous young people** in contact with the Department of Juvenile Justice (DJJ) who are being considered for bail /are on bail.

There are three (3) separate geographic areas covered in the EOI that can be tendered for on an individual basis or for the provision of services in all three nominated areas.

- **Sydney Metropolitan Area** – services for both Indigenous and non Indigenous young people.
- **Dubbo** – services for both Indigenous and non Indigenous young people.
- **Newcastle/Hunter** - services for both Indigenous and non Indigenous young people.

Services could also include the transportation of the Indigenous and non Indigenous young people after hours from a police station to home or to their placement and Case support, and other bail related support services.

¹ NSW Department of Juvenile Justice – Annual report 2007-2008

The accommodation program targets Indigenous and non Indigenous young people aged between 10-17 years (in the three areas outlined above) who are given police bail and who may be subject to the supervision of Juvenile Justice and potentially at risk of incarceration. It aims to provide a range of accommodation and support services which will maximise the opportunity for Indigenous and non Indigenous young people to access and successfully complete bail periods. This program will require a flexible service delivery model, which will include:

- The provision of supported accommodation for Indigenous and non Indigenous young people aged 10 - 17 years with access to this accommodation on a 24 hour 7 days a week basis including weekends and public holidays
- Support and possible provision for other accommodation options for Indigenous and non Indigenous young people aged 10 - 17 years including temporary foster placements
- This accommodation will be for the exclusive use of Juvenile Justice (JJ) clients, being always available
- Transport after hours where required from a police station by the Service Provider to the Indigenous and non Indigenous young person's home or placement, or this could include a payment to family member to enable them to travel to the police station (e.g. petrol, hotel expenses if young person is far from family place of residence).
- Case work support to Indigenous and non Indigenous young people on bail with a specific focus on family re-integration if appropriate.
- Provision of specific interventions, education and/or programs in consultation with JJ staff, to address the needs of Indigenous and non Indigenous young people and to reduce their risk of re-offending
- Provision of programs and activities specifically targeted to Indigenous and non Indigenous young people aged 10 -17 years, including access to educational pathways, vocational training, living and social skills training.

1.1.2 The State Contracts Control Board ('the Board') is responsible for the conduct of the EOI process assisted by NSW Procurement – Contracting Services.

1.2 Purpose of the EOI

1.2.1 The seeking of Expressions of Interest is the first stage of a multi-stage tender process to enter into a contractual relationship with one or more suppliers for the provision of this requirement.

1.2.2 This EOI seeks to elicit information from potential suppliers on the availability and suitability of goods/services to meet the requirement.

The EOI response will also be used to:

- (a) Help determine the capacity and capability of suppliers to deliver the requirement;
- (b) Provide indicative timeframes and strategies for delivery; and
- (c) Provide an indicative cost where applicable.

1.2.3 The second stage will involve a "offer" phase, and the Board reserves the right, in its absolute discretion, to adopt any procurement strategy, following the evaluation of EOI responses, including (without limitation):

- (a) Invitation of public tenders;

- (b) Invitation of tenders from a short-listed group of EOI Respondents; or
- (c) Direct negotiation with a single EOI Respondent, or a single short listed EOI Respondent.

1.3 Structure of the Request for EOI

- 1.3.1 This EOI is made up of Parts A and B. If submitting a response, retain Parts A. The completed Part B forms the Response.
- 1.3.2 The Response to this EOI should address the questions provided in the response section under Part B.

1.4 Addenda to the EOI before Close of Responses

- 1.4.1 A Respondent may ask the Contact Officer for clarification of anything in the EOI before the Closing Date and Time. The Board may issue any instruction resulting from such request in writing to all Respondents in the form of an Addendum.
- 1.4.2 If for any other reason, the Board requires the EOI to be amended, an Addendum will be issued.
- 1.4.3 In each case, an Addendum becomes part of the EOI documents.
- 1.4.4 It is the obligation of the Respondents to verify if any addenda were issued prior to the closing date, even if a Response has already been submitted. They must obtain a copy of all addenda issued by the Board.
- 1.4.5 Where the EOI has been acquired in a hard copy form only and not through a system order, Respondents must contact the Contact Officer or the Tenders Office (during business hours (8:30am to 4:30pm) on the telephone number: 9372-8900, or e-mail www.nswprocurement.com.au
- 1.4.6 Where the EOI has been acquired in an electronic form from the eTendering system, Respondents must download the Addendum from <https://tenders.nsw.gov.au/commerce>.
- 1.4.7 All Addenda must be incorporated into a Response.

1.5 Briefing Session

Not used

1.6 Contact officer

Tenderers should refer requests for information or advice regarding this EOI only to:

Client Support Centre
P: 1800 NSW BUY
E: nswbuy@commerce.nsw.gov.au

2. DEFINITIONS OF TERMS USED IN PARTS A - B

- 2.1 Unless the context indicates otherwise, the following terms, where used in Parts A-B of this EOI, shall have the meanings set out below. Note that not all defined terms will appear in all EOI's.

“**ABN**” means an Australian Business Number as provided in the GST Law.

“**Addendum**” means an addendum or addition to this EOI made by the Board before the Closing Date and Time.

“**Board**” means the State Contracts Control Board established under the Public Sector Employment and Management Act 2002 whose responsibilities include:

- Inviting and accepting tenders/EOI's (as appropriate);
- Determining the conditions under which tenders/EOI's are invited or accepted (as appropriate);
- Entering into contracts on behalf of Departments and other public sector agencies; and
- On-going contract administration and management;

and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Closing Date and Time” means the Closing Date and Time by which full and secure receipt of EOI Responses must have taken place, as specified on the cover sheet to this EOI, or as amended.

“Code” means the *NSW Government Code of Practice for Procurement*, as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes, that may be applicable to the particular tender or EOI. The code can be viewed and downloaded from:

http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx

“Deliverables” means any goods and/or services described in this EOI.

“EOI” means the Expression of Interest.

“GST” is a goods and services tax and has the same meaning as in the GST Law.

“GST Free Supplies” and **“Input Taxed Supplies”** have the same meaning as in the GST Law.

“GST Law” means any law imposing a GST and includes *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

“Late Response” means a Response received after the Closing Date and Time for Responses and includes a Response which is only partly received by the Closing Date and Time.

“Principal” means Department of Human Services, Juvenile Justice.

“Response” means the information provided by the Respondent to the EOI.

“NSW Procurement – Contracting Services” means a business unit of the NSW Department of Services, Technology & Administration representing the Board and authorised to arrange and administer contracts on behalf of the Board.

3. The EOI Process

3.1 Preparation of Response to the EOI – General

- 3.1.1 Responses that do not include a fully completed Part B, in particular those Responses that do not contain sufficient information to permit proper evaluation to be conducted, or, in the case of electronic responses, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the evaluation process without further consideration at the Board's discretion.

3.1.2 All information provided by the Respondent in the EOI must be by indelible means. All EOI's and support material must be in the English language.

3.1.3 Any alterations and erasures to a hard copy response provided to an EOI must be initialled by the Respondent.

3.2 Preparation of Response to the EOI – Policy

3.2.1 Respondents should read the main policy document listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to Respondents' attention in this clause. Their requirements are reflected in the selection criteria (if listed) and in the responses required in Part B.

NSW Government Procurement Policy

http://www.treasury.nsw.gov.au/_data/assets/pdf_file/0004/3955/tpp04-1.pdf

Code of Practice for Procurement

3.2.2 Respondents must comply with the NSW Government Code of Practice for Procurement, which is available at: http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx

3.2.3 Lodgement of a Response will itself be an acknowledgement and representation by the Respondent that it is aware of the requirements of the Code, that the Respondent will comply with the Code and that the Respondent agrees to provide periodic evidence of compliance with the Code.

3.2.4 If a Respondent has failed to comply with the Code, this failure will be taken into account by the Board when considering its Response to this EOI or any subsequent EOI or tender invitation and may result in this or any subsequent Response being passed over without prejudice to any other rights of action or remedies available to the Board.

3.3 Submission of Responses to the EOI

3.3.1 A Response must be lodged into the designated tender box by the Closing Date and Time.

The response must be lodged in the designated electronic Tender Box at:

<https://tenders.nsw.gov.au>

Login as an *eTendering* system user, locate the RFT web page, and follow any issued instructions and on-screen instructions to lodge the response.

An alternative physical Tender Box is designated at:

Tender Box

NSW Department of Services, Technology & Administration

Level 3 (ground floor west)

McKell Building, 2-24 Rawson Place, Sydney, NSW

A Respondent is not required to provide multiple hard copies of a Response.

(a) If a Respondent provides multiple submissions, the Respondent should clearly state on the front page of the Response whether it is:

(1) A "Copy." A copy must be identical to an earlier or simultaneous submission in every respect.

(2) A "Variation." A variation of an earlier Response will be deemed as superseding a prior submission.

- (b) In the event that a Respondent fails to designate whether a submission is a Copy, or a Variation, the latest Response received in a NSW Department of Services, Technology & Administration Tender Box, in accordance with this EOI document will be deemed as the definitive submission.

Responses to the NSW Department of Services, Technology & Administration eTendering Website

A Respondent is usually required, unless an alternative tender box is specified in this EOI, to lodge its Response electronically into an electronic tender box in the *eTendering* system through the NSW Department of Services, Technology & Administration tenders web site at: <https://tenders.nsw.gov.au>

A Response submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than Responses lodged by other means.

A Respondent, by electronically lodging a Response, is taken to have accepted the condition detailed herein and on the NSW Department of Services, Technology & Administration eTendering website.

A Respondent must follow the following directions:

- (a) An EOI for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" link on the web page for the EOI.
- (b) To lodge a Response electronically, the files containing the Response must be up-loaded through the web site. Access to the up-loading process is through the blue "Lodge a Response" link, then follow the steps and instructions on the NSW Department of Services, Technology & Administration eTendering website and any instructions which may have been supplied with the EOI Summary and/or Summary File.

A Respondent must observe the following format for submissions:

- (a) An electronically lodged Response must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 2000, or any other format required by the EOI.
- (b) If a Respondent compresses files, it must be possible to decompress them using WinZip. A Respondent must not submit self-extracting (*.exe) zip files.
- (c) A Respondent must not change pre-existing text in the EOI other than to insert the required information.

Signatures are not required for a Response submitted to the NSW Department of Services, Technology & Administration Tenders web site. A Respondent must ensure that a Response is authorised by the person or persons who may do so on behalf of the Respondent and appropriately identify the person and indicate the person's approval of the information communicated.

Electronically submitted Responses may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider a Response that cannot be effectively evaluated because it is incomplete or corrupt. Note that:

- (a) To reduce the likelihood of viruses, a Respondent must not include any macros, applets, or executable code or files in a Response;
- (b) A Respondent should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

Access is available 24 hours a day, 7 days per week, except for periods of programmed maintenance or outages. Tenderers should ensure that lodgement is made as soon as possible in the tender period.

If a Respondent experiences any persistent difficulty with the NSW Department of Services, Technology & Administration tenders web site in submitting a Response or otherwise, it is encouraged to advise the Contact Officer.

Responses in Hard Copy

Any Responses submitted in hard copy through the specified physical tender box must:

- be enclosed in a sealed container such as an envelope and marked with the RFT Id, Title of the EOI and the closing date and time,
- be able to be lodged. The standard tender box slot is 90mm by 400mm and hard copy tenders should be packaged to fit, or alternative arrangements made. Agencies reserve the right to reject receipt of any tender that may impact staff for OH&S reasons

Custody of Responses after Receipt

All Responses submitted are kept in a NSW Department of Services, Technology & Administration Tender Box, which is secure, until after the Closing Date and Closing Time.

- (a) On receipt of Responses lodged electronically through the NSW Department of Services, Technology & Administration Tenders web site, all Responses are encrypted and stored in the secure “electronic tender box.”
- (b) For reasons of probity and security, NSW Department of Services, Technology & Administration is prevented from interrogating the electronic tender box to ascertain whether Responses have been received, until after the Closing Date and Closing Time.
- (c) The e-mail receipt that is sent to the Respondent after successfully up-loading the Response is the only official evidence of Response lodgement provided.

Late Responses

3.3.2 Late Responses should not be considered except where the Board is satisfied that the integrity and competitiveness of the EOI process has not been compromised. The Board shall not penalise any supplier whose Response is received late if the delay is due solely to mishandling by the Board.

Ownership of responses

3.3.3 All information submitted in response to the Expression of Interest shall become the property of the Board. All such material shall be treated as “Commercial in Confidence” and will only

be disclosed for the purposes of evaluation or as required by law or government policy. The Board may make copies of the responses for any purpose related to the evaluation of the EOI.

Clarification by respondent while EOI is open

- 3.3.4 During the EOI invitation period, Respondents may seek clarification of the general or technical areas of the EOI through the contact person nominated in the advertisement and/or EOI invitation document.
- 3.3.5 Where a clarification given to one Respondent provides significant information about the EOI, this information will be included in an Addendum to inform all other potential Respondents.

Extensions to the time an EOI is open

- 3.3.6 The EOI invitation period is set to provide sufficient time for Respondents to consider and respond to the requirement. Shorter or longer periods are set, depending on such factors as urgency or complexity of the requirement.
- 3.3.7 Extensions will not occur unless there are exceptional circumstances.
- 3.3.8 Determination of requests for extension by potential Respondents will take account of both the particular circumstances and timeliness of the request.

Respondents to inform themselves

- 3.3.9 Respondents shall be deemed to have:
- a) examined the invitation documents and any other information made available in writing by the NSW Government to Respondents for the purpose of responding to the invitation;
 - b) examined all information relevant to the risks, contingencies, and other circumstances having an effect on their EOI and which is obtainable by the making of reasonable enquiries; and
 - c) satisfied themselves as to the correctness and sufficiency of their EOI's and that their responses cover the EOI conditions and all matters and things necessary for the due and proper performance and completion of the work described in the invitation documents.
- 3.3.10 Should a Respondent find any discrepancy, error or omission in the invitation documents the Respondent shall notify NSW Procurement – Contracting Services in writing thereof on or before the closing date and closing time.

Variation of Responses

- 3.3.13 At any time before the Board decides on an appropriate procurement strategy (including, but not limited to, the short-listing of EOI Respondents for purposes of submitting fixed-price proposals), a Respondent may vary its Response:
- (a) by providing the Board with further information by way of explanation or clarification (“provide an explanation”);
 - (b) by correcting a mistake or anomaly (“correct a mistake”); or
 - (c) by documenting agreed changes to the Response negotiated under Part B.

Such a variation may be made either:

- (a) at the request of the Board, or
- (b) with the consent of the Board at the request of the Respondent,

but only if,

- (c) in the case of variation requested by the Respondent to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the Respondent to provide the explanation or correct the mistake or anomaly.

If a Response is varied to provide an explanation or correct a mistake, the Board will provide all other Respondents whose Responses have similar characteristics with the opportunity of varying their Responses in a similar way.

A variation of a Response will not be permitted if in the Board's view:

- (a) it would substantially alter the original Response; or
- (b) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Response in a way which would give a Respondent an unfair advantage over other Respondents.

3.4 Evaluation of EOI Responses

- 3.4.1 Respondents are advised to respond clearly to all the information requirements listed in this invitation.
- 3.4.2 Responses will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 3.4.3 Information supplied by the Respondent in Part B will contribute to the assessment against each criterion.

Selection Criteria

Please provide in part B responses to the Selection Criteria and substantiate your response.

Capacity to comply with the Department of Human Services Juvenile Justice Funding Agreement (2009/2010) including:

- (i) Well established SAAP-accredited service with demonstrated ability to provide accommodation and support services to young people;
- (ii) Ability to develop collaborative partnerships that enhances the organisation's ability to work with Aboriginal and Torres Strait Islander communities;
- (iii) Ability to meet the needs of both target groups, ATSI and non-ATSI in a culturally competent manner;
- (iv) It is essential that placement and access to accommodation (either Residential or Foster placement) is available on a 24 hour, 7 day a week basis (exclusive for JJ) including weekends and public holidays and that if the Police and JJ assess the young offender as suitable for bail that admission to the program cannot be refused;
- (v) Ability to provide transport or make payments to family members who require assistance to travel to a police station to pick up the young person;
- (vi) Demonstrated experience and commitment to employing and supporting staff with the skills and experience to work effectively with young offenders and their families;
- (vii) Demonstrated experience and competence in providing effective case work support to young people with complex needs in contact with the juvenile criminal justice system;
- (viii) Capacity to develop and deliver a variety of interventions, education and programs to young offenders aged from 10-17 years including a day program and after hours activities or enabling access to similar programs or activities in the community;
- (ix) Demonstrated capacity to work collaboratively with JJ staff & in accordance with JJ legislation, standards of practice and conduct, and the Funding Agreement.

- (x) Demonstrated innovation and competence through services/ projects/ activities delivered, and expected synergies with the proposed service;
- (xi) Demonstrated financial and corporate governance competence by provision of the audited financial statements of the organisation for the past two years.
- (xii) Willingness to undertake a satisfactory site inspection and independent audit if required
Referee reports x 2
- (xiii) OH&S Statement/Policy
- (xiv) Current Insurance certificates
- (xv) Provision of **indicative pricing** of specific service(s):
 - Accommodation (per day)
 - Case support (per day), and
 - Transport (per occasion of service)
 - Any other related costs
- (xvi) Compliance with the requirement of NSW Government Procurement Policy and other applicable NSW Government policies (including SME Industry Participation Plan in accordance with NSW Government Procurement, Local Jobs First Plan).

The requirement of the Local Jobs First Plan will be included in subsequent stages of the multi stage process.

Clarification of response may be sought.

- 3.4.4 During the evaluation phase a Respondent may be contacted by an officer of the evaluation committee to clarify their EOI.
- 3.4.5 If interviews or formal presentations are required, these may be arranged at the premises of the Respondent or another place nominated by NSW Procurement – Contracting Services.

Access to Respondent's Premises

- 3.4.6 Respondents shall note that their premises and facilities may be inspected during the EOI evaluation phase. Reasonable notice will be provided to Respondents of any proposed inspection. Inspections will be carried out between the hours of 9.00 am to 5.00 pm Monday to Friday.
- 3.4.7 The lodging of an EOI for this requirement will be taken as an acknowledgement and acceptance of the above. Failure by any Respondent to agree to an inspection may result in its EOI not receiving further consideration.

3.5 Outcomes

- 3.5.1 The EOI evaluation committee's recommendations are submitted to the Board or a Delegate of the Board.
- 3.5.2 The Board is not bound to enter into a contracting arrangement with any Respondent.
- 3.5.3 Following the Board's decision, all Respondents are notified in writing of the outcome of their EOI.
- 3.5.4 Discontinuance Of Process

In addition to its right to decide on any of the procurement strategies identified at clause 1.2.3, the Board reserves the right to discontinue the procurement process at any point, without making a determination regarding the invitation of expressions of interest from one or more Respondents.

The Board will not be liable for any losses suffered by a Respondent as a result of discontinuance of the procurement process, including costs of responding.

3.6 Disclosure of Information by Respondent

3.6.1 No potential Respondent shall disclose any information relating to this Expression of Interest process or the required services via any media release or any other publication without the prior written consent of NSW Procurement – Contracting Services.

3.6.2 NSW Procurement – Contracting Services has no objection to the potential registrant copying the EOI document only for internal working purposes in preparing the Response.

3.7 Disclaimer

3.7.1 The Board is not committed contractually in any way to those individuals, partnerships or organisations whose Responses are accepted. The issue of this invitation for Expressions of Interest does not commit or otherwise oblige the Board to proceed with any part or steps of the process.

3.7.2 Whilst the information contained in this invitation for Expressions of Interest has been formulated with all due care, the Board does not warrant or represent that the information is free from errors or omissions. The information is made available on the understanding that the Board and its respective employees and agents, shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

3.7.3 Furthermore, the Board takes no responsibility for the accuracy, currency, reliability and correctness of any information included in this EOI.

3.8 Complaints on EOI Process

3.8.1 Should any Respondent feel that it is unnecessarily precluded from responding or penalised in any way by terms or specifications, it is invited to write, in confidence to:

The Chairperson
State Contracts Control Board
Level 22, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

3.9 Notification of Short Listed Respondents

3.9.1 No Respondent shall be deemed to have been short-listed until the Respondent has been notified of such by NSW Procurement – Contracting Services in writing.

3.10 Code of Conduct and Ethics

3.10.1 NSW Government has published a Code of Practice for Procurement that all parties to this EOI are to adhere to. Conniving and/or inducing a breach of the Code shall constitute grounds for the exclusion of a Respondent's EOI. The Code can be obtained from: http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx

3.11 No Economic Opportunity

3.11.1 By lodgement of an EOI with the State Contracts Control Board, the Respondent affirms that it has not given, offered to give, nor intends to give at any time thereafter, any inducement or reward including any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour or service to any public servant or employee, agent or subcontractor of

the Department of Services, Technology & Administration or the Government of New South Wales in connection with the submitted EOI.

- 3.11.2 If the Respondent is found to have offered any inducement or reward in accordance with the preceding paragraph, or is found to have committed corrupt conduct in accordance with the provisions of the Independent Commission Against Corruption Act 1988, the EOI lodged by the Respondent shall be disqualified.

NOTE: Respondents should note that any offer of an inducement or reward to any employee or agent of the Government of New South Wales in connection with the invitation and submitted EOI may constitute a criminal offence under the Crimes Act 1900 and/or corrupt conduct under the Independent Commission Against Corruption Act 1988.

3.12 Freedom of Information

- 3.12.1 The Freedom of Information (FOI) Act 1989 gives to members of the public, rights of access to official documents of the New South Wales Government and its agencies. The Act extends, as far as possible, the right of the community to access information (generally documents) in the possession of the New South Wales Government, limited only by considerations of the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- 3.12.2 Should a request be made under the FOI Act (other than routine disclosure of tender and contract information as provided in the Act or disclosures made in accordance with the NSW Government Tendering Guidelines) a decision by the NSW Government to grant or refuse access to EOI, tender and/or contract documents considered to be 'commercial-in-confidence' would normally be made only after consultation with the Respondent, tenderer or contractor concerned. Such consultation would nevertheless be without prejudice to any decision to release the information, such decision ultimately being determined by the requirements of the FOI Act.

3.13 Exchange Of Information Between Government Agencies

- 3.13.1 Lodgement of a Response will itself be an authorisation by the Respondent to the Board to make available, on request, to any NSW Government agency information, including but not limited to, information dealing with the Respondent's performance for any agreement that may ultimately be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.

The provision of the information by the Board to any other NSW Government agency is agreed by the Respondent to be a communication falling within section 30 of the Defamation Act 2005 (NSW), and the Respondent shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Respondent arising out of the communication.

In the evaluation of Responses, the Board may take into account any information supported by some evidences about the Respondent that the Board receives from any source.

To avoid doubt, information which may be collected, exchanged and used in accordance with this provision includes "personal information" about the Respondent for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a Response will be an authorisation by the Respondent to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause.

The Respondent's attention is drawn to the Freedom of Information (FOI) Act 1989 which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.



Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

PART B - RESPONSE

Expression of Interest RFT ID No. 0902781_EOI

Title: ACCOMMODATION, CASE SUPPORT,
TRANSPORT AND OTHER BAIL RELATED
SERVICES FOR **INDIGENOUS & NON
INDIGENOUS YOUNG PEOPLE** IN CONTACT
WITH THE DEPARTMENT OF HUMAN
SERVICES, JUVENILE JUSTICE

PART B - INFORMATION TO BE PROVIDED BY RESPONDENTS

Respondents are required to provide the following details. Attachments may be used in providing information where insufficient space is available, however such attachments should be as brief as practical while conveying the required information.

1. Company Details

Company Name : _____

Trading Name (if any)

ACN No.: _____

ABN No.: _____

Registered Office Address:

Postal Address if different from above:

Actual Address if different from above:

Name of contact person
for this EOI response:

Position in Company:

Telephone:

Facsimile:

Email Address:

Mobile No:

Attachment 1- Further Information to be provided by Respondents

Response

Selection Criteria

Capacity to comply with the Department of Human Services Juvenile Justice Funding Agreement (2009/2010) including:

- (i) Well established SAAP-accredited service with demonstrated ability to provide accommodation and support services to young people;

- (ii) Ability to develop collaborative partnerships that enhances the organisation's ability to work with Aboriginal and Torres Strait Islander communities;

- (iii) Ability to meet the needs of both target groups, ATSI and non-ATSI in a culturally competent manner;

- (iv) It is essential that placement and access to accommodation (either Residential or Foster placement) is available on a 24 hour, 7 day a week basis (exclusive for JJ) including weekends and public holidays. If the Police and JJ assess the young offender as suitable for bail, admission to the program cannot be refused;

- (v) Ability to provide transport or make payments to family members who require assistance to travel to a police station to pick up the young person;

- (vi) Demonstrated experience and commitment to employing and supporting staff with the skills and experience to work effectively with young offenders and their families;

- (vii) Demonstrated experience and competence in providing effective case work support to young people with complex needs in contact with the juvenile criminal justice system;

- (viii) Capacity to develop and deliver a variety of interventions, education and programs to young offenders aged from 10-17 years including a day program and after hours activities or enabling access to similar programs or activities in the community;

- (ix) Demonstrated capacity to work collaboratively with JJ staff & in accordance with JJ legislation, standards of practice and conduct, and the Funding Agreement.

- (x) Demonstrated innovation and competence through services/ projects/ activities delivered, and expected synergies with the proposed service;

- (xi) Demonstrated financial and corporate governance competence by provision of the audited financial statements of the organisation for the past two years.

- (xii) Willingness to undertake a satisfactory site inspection and independent audit if required

(xiii) Referee reports x 2

(xiv) OH&S Statement/Policy

(xv) Current Insurance certificates

(xvi) Provision of **indicative pricing** of specific service(s):

- Accommodation (per day)
- Case support (per day), and
- Transport (per occasion of service)
- Any other related costs

- (xvii) Compliance with the requirement of NSW Government Procurement Policy and other applicable NSW Government policies (including SME Industry Participation Plan in accordance with NSW Government Procurement, Local Jobs First Plan).

The requirement of the Local Jobs First Plan will be included in subsequent stages of the multi stage process.