NSW ICAC EXHIBIT

Ref: E 14 / 1551 / 1 / 1

ICAC

Independent Commission Against Corruption Act 1988 (Section 21)

NOTICE TO ATTEND AND PRODUCE A STATEMENT OF INFORMATION

The Principal Officer
Department of Finance Services and Innovation
McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

You are required to attend and produce:

- to the Senior Property Officer of the Independent Commission Against Corruption ("ICAC");
- at the ICAC office at level 7/255 Elizabeth Street, SYDNEY;
- at 10 am on Tuesday 27 October 2015;

the Statement of Information described in the schedule to this notice.

You are required to produce the Statement of Information for the purposes of an investigation the ICAC is conducting.

This requirement may be satisfied by some other person(s) acting on your behalf. If, in relation to the Statement of Information, some other person so acts, the Statement of Information must specify the name(s) of the person(s) who have so acted and the part or parts of the Statement of Information prepared by the named person(s).

Level 7, 255 Elizabeth Street
Sydney NSW 2000
GPO Box 500 Sydney NSW 2001
ABN 17 934 402 440
T 02 8281 5999 F 02 9264 5364
E icac@icac.nsw.gov.au
www.icac.nsw.gov.au

You may comply with the notice by posting, couriering or emailing the Statement of Information to the ICAC providing you ensure it is received by the ICAC no later than the date and time specified in this notice. The Statement of Information should be sent to:

Senior Property Officer
Property Services
Independent Commission Against Corruption
Level 7/255 Elizabeth Street
SYDNEY NSW 2000

Postal: GPO Box 500 Sydney NSW 2001

Email: property@icac.nsw.gov.au

FAILURE TO COMPLY

It is an offence under s.82 of the ICAC Act without reasonable excuse to refuse or fail to comply with this Notice or to knowingly furnish information that is false or misleading in a material particular.

DISCLOSING INFORMATION ABOUT THIS NOTICE

YOU MUST NOT DISCLOSE INFORMATION ABOUT THIS NOTICE INCLUDING THE EXISTENCE OF THE NOTICE WHICH IS LIKELY TO PREJUDICE THE INVESTIGATION TO WHICH IT RELATES.

You may disclose information about this Notice:

- to an employee, agent or other person in order to obtain information to comply with the Notice **if you have directed** the employee, agent or other person not to inform the person to whom the information relates about the matter;
- to obtain legal advice or representation in relation to the Notice; or
- for the purpose of, or in the course of, legal proceedings.

It is an offence under s.114 of the ICAC Act to disclose information about this Notice that is likely to prejudice the investigation to which it relates.

Please note:

(a) If the Statement of Information required to be produced by this notice tends to incriminate you, **and you object to production at the time**, neither the fact of the requirement nor the Statement of Information itself (if produced) may be used in any proceedings against you (except proceedings for an offence against the *Independent Commission Against Corruption Act 1988* and certain disciplinary proceedings as provided for by section 114A). The Statement of Information can be used for the purposes of the investigation to which it relates.

(b) The ICAC shall set aside the requirement if it appears to the ICAC that any person subject to the requirement has a ground of privilege whereby, in proceedings in a court of law, the person might resist a like requirement and it does not appear to the ICAC that the person consents to compliance with the requirement.

(c) The person must however comply with the requirement despite:

(i) any rule which in proceedings in a court of law might justify an objection to compliance with a like requirement on grounds of public interest, or

(ii) any privilege of a public authority or public official in that capacity which the authority or official could have claimed in a court of law, or

(iii) any duty of secrecy or other restriction on disclosure applying to a public authority or public official.

If you have any questions about this notice please telephone Mr Benjamin Marx on (02) 8281 5999.

Date: 19th October 2015

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Theresa Hamilton
Assistant Commissioner

SCHEDULE

C100 contract

1. What was the intention of the C100 Contingent Workforce contract ("C100 contract")? What was it trying to achieve?
2. What was the process by which the C100 contract was created? For instance, who consulted on the C100 contract's development?
3. When did the C100 contract become operational?
4. In general terms, what was the process by which C100 contract users engaged the services of labour hire contractors using the C100 contract?
5. When did the C100 contract expire?

Conditions of C100 contract

6. Were recruitment agencies engaged under the C100 contract required to reveal the rates that they paid labour hire contactors they supplied? If so:
    a. At which point(s) in the labour hire process were they required to provide this information?
    b. To whom were they required to provide this information?
7. Were recruitment agencies engaged under the C100 contract subject to set profit margins? If so, what were these set profit margins?
8. Were recruitment agencies engaged under the C100 contract permitted to subcontract work to other recruitment agencies? If such subcontracting was permitted:
    a. For what purpose(s) was such subcontracting permitted?
    b. What limitations existed regarding to whom such work could be subcontracted?
    c. Were recruitment companies required to reveal that they were subcontracting and/or to whom they were subcontracting?
        i. At what point(s) in the labour hire process were they required to provide this information?
        ii. To whom were they required to provide this information?

This is page 1 of the schedule to the notice to Produce a Statement of Information addressed to the Department of Finance Services and Innovation.

d. When invoicing C100 contract users, were recruitment companies required to reveal:

   i. How much they were paying the subcontractor?

   ii. How much the subcontractor was paying the labour hire contractor?

e. How were requirements for fixed margins required to be managed? For instance:

   i. Did any such fixed margin refer to the total margin of both the head contractor and subcontractor (i.e. the difference between the price charged by the head contractor and the amount paid to the labour hire contractor)?

   ii. Did any such fixed margin only apply to the difference between the prices respectively charged by the head contractor and subcontractor?

   iii. Did any such margin only apply to the difference in price charged by the subcontractor and the amount paid to the labour hire contractor?

   iv. Were the head contractor and subcontractor each allowed to charge the fixed margin?

C100 suppliers to the University of Sydney

9. For any part of the C100 contract's period of operation, was the University of Sydney ("University") obliged to use it?

10. What meetings, information or other communication has occurred between representatives of the University and the Department of Finance, Services and Innovations or its predecessor agencies ("DFSI") concerning the C100 contract?

    a. Which University officers were involved in this process?

    b. What information was provided to these University officers?

11. Would the following represent a contravention of C100 requirements? If so, how would it represent a contravention?

    That an employee of the University ("the University employee") had a direct relationship with a non c100 company and that the University employee would arrange through that company to put an IT contractor on the payroll of a C100 company to be employed by the University for an IT project either before or after a project was authorized to be filled at the University. The University

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This is page 2 of the schedule to the notice to Produce a Statement of Information addressed to the Department of Finance Services and Innovation.

employee would interview that contractor he arranged to be funnelled through the non C100 company to an authorized C100 company, approve his employment from an interview that he conducted, and sign time sheets of that contractor causing that contractor to be paid.

12. Did Canberra Solutions Pty Ltd ("Canberra Solutions") ever apply to be a C100 supplier? If so, was this application successful?

13. Did any of the following C100 companies ever report to the DFSI that they subcontracted C100 work to Canberra Solutions?

    a. Michael Page Recruitment

    b. Talent International

    c. Paxus

    d. Greythorn

0007 scheme

14. When did the SCM0007 Contingent Workforce Prequalification Scheme ("0007 scheme") commence operation?

15. What are the key differences between the C100 contract and the 0007 scheme?

16. What were the transitional arrangements when the 0007 scheme commenced operation? For instance:

    a. What happened to labour hire engagements that had been entered into using the C100 contract?

    b. What happened to recruitment companies who had been listed as a C100 contract supplier?

    c. How were users and potential users of the C100 contract/0007 scheme notified about these changes?

17. Is the University obliged to use the 0007 scheme?

This is page 3 of the schedule to the notice to Produce a Statement of Information addressed to the Department of Finance Services and Innovation.

Conditions of 0007 scheme

18. Are recruitment agencies engaged under the 0007 scheme required to reveal the rates that they pay labour hire contactors they supply? If so:
    a. At which point(s) in the labour hire process are they required to provide this information?
    b. To whom are they required to provide this information?
19. Are recruitment agencies engaged under the 0007 scheme subject to set profit margins? If so, what are these set profit margins?
20. Are recruitment agencies engaged under the 0007 scheme permitted to subcontract work to other recruitment agencies? If such subcontracting is permitted:
    a. For what purpose(s) is such subcontracting permitted?
    b. What limitations exist regarding to whom such work can be subcontracted?
    c. Are recruitment companies required to reveal that they are subcontracting and/or to whom they are subcontracting?
        i. At what point(s) in the labour hire process are they required to provide this information?
        ii. To whom are they required to provide this information?
    d. When invoicing 0007 scheme users, are recruitment companies required to reveal:
        i. How much they are paying the subcontractor?
        ii. How much the subcontractor is paying the labour hire contractor?
    e. How are requirements for fixed margins required to be managed? For instance:
        i. Does any such fixed margin refer to the total margin of both the head contractor and subcontractor (i.e. the difference between the price charged by the head contractor and the amount paid to the labour hire contractor)?
        ii. Does any such fixed margin only apply to the difference between the prices respectively charged by the head contractor and subcontractor?
        iii. Does any such margin only apply to the difference in price charged by the subcontractor and the amount paid to the labour hire contractor?

This is page 4 of the schedule to the notice to Produce a Statement of Information addressed to the Department of Finance Services and Innovation.

iv. Are the head contractor and subcontractor each allowed to charge the fixed margin?

Date: 19th October 2015

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Theresa Hamilton
Assistant Commissioner

This is page 5 of the schedule to the notice to Produce a Statement of Information addressed to the Department of Finance Services and Innovation.

OFFICE USE ONLY

This page and the preceding ..... pages is a true copy of the notice that was served:

by: ....
(full name of serving officer)

at: 20/10/15 ..... : 10.02 am/~~pm~~ WW

on: ~~20-06-10~~
(subject individual)

at/by: Rawson Place, Sydney
(place/method of service)

The following documents were also provided at the time of service/execution:

☐ Property Delivery Advice form

☐ other (specify) .....

.... 20/10/15
(signature of serving officer) (date of endorsement)

This is page 6 of the schedule to the notice to Produce a Statement of Information addressed to the Department of Finance Services and Innovation.

C100 contract

1. What was the intention of the C100 Contingent Workforce contract ("C100 contract")? What was it trying to achieve?

- To consolidate and leverage NSW Government spend across the general contingent workforce categories for the purposes of establishing a single panel arrangement (contract 100 Contingent Workforce) to service the needs of NSW Government Agencies and eligible customers.

2. What was the process by which the C100 contract was created? For instance, who consulted on the C100 contract's development?

- There were three State contracts that covered the general contingent workforce requirements across government: contract 755 Professional, Technical and Industrial; contract 1078 Administrative and Finance; and contract 881 IT Contracting Personnel. Files suggest that clusters were consulted as were major suppliers
- All three contracts had been in place for several years and experienced significant growth since their establishment. Contracts 755 and 1078 were due to expire on June 30 2008 but were extended for a period of up to 6 months whilst contract 881 was due to expire on December 31 2008.

3. When did the C100 contract become operational?

20 April 2009 for a three year term to 19 April 2012 with two additional extension options of 12 months each. Only one extension was used.

4. In general terms, what was the process by which C100 contract users engaged the services of labour hire contractors using the C100 contract?

As per instructions in the Contract Guide, the hiring manager was to prepare a purchase order then place their order electronically using smartbuy© or place the order directly with a supplier via phone, fax, email or the ERP system.

5. When did the C100 contract expire?

19 April 2013

Conditions of C100 contract

6. **Were recruitment agencies engaged under the C100 contract required to reveal the rates that they paid labour hire contractors they supplied:**

Yes

If so:

a. At which point(s) in the labour hire process were they required to provide this information?

If the official order form was used to confirm the engagement of the contractor, the contractor pay rate would have been visible to the hiring manager. If the contractor was not engaged by using the order form suppliers reported their activity to NSWP on a monthly basis. Contractor pay rates were required to be reported. See attached template.

b. To whom were they required to provide this information?

NSW Procurement

7. **Were recruitment agencies engaged under the C100 contract subject to set profit margins? If so, what were these set profit margins?**

Yes. Each of the 18 C100 suppliers had a matrix of supplier fees for each category they were awarded. There were nine different categories. There was a total of 1152 different supplier fees. Matrices attached.

8. **Were recruitment agencies engaged under the C100 contract permitted to subcontract work to other recruitment agencies? If such subcontracting was permitted:**

a. For what purpose(s) was such subcontracting permitted?
b. What limitations existed regarding to whom such work could be subcontracted?
c. Were recruitment companies required to reveal that they were subcontracting and/or to whom they were subcontracting?
i. At what point(s) in the labour hire process were they required to provide this information?
ii. To whom were they required to provide this information?

The obligations on suppliers were covered as follows in the C100 deed:

1.1 Definitions:

"Contractor Information" means the information that must be provided by the Contractor in smartbuy® covering its own organisation and that of its Designated and Nominated Subcontractors and includes names, addresses and contact details.

"Designated Subcontractors" means the comprehensive list of subcontractors, resellers and distributors that the Contractor will use for the purposes of this Agreement and named in smartbuy® as such.

"Nominated Subcontractors" means a subcontractor nominated by the Board that must be used by the Contractor and indicated in smartbuy® as such.

"Personnel" of a Party means;

(a) the officers, employees, agents and contractors of that Party,

(b) in the case of the Contractor, includes subcontractors, resellers, distributors

3.8 Supply through Designated and Nominated Subcontractors:

3.8.1 The Contractor must supply the Services directly to Eligible Customers or through the Designated Subcontractors indicated in smartbuy® in accordance with Schedule 6.

3.8.2 If an order is placed by a Customer with a Designated or Nominated Subcontractor, the Contractor is deemed to have entered into a Contract with the Customer.

3.8.3 The Contractor must ensure that its Designated and Nominated Subcontractors supply the Services only in accordance with the terms of this Agreement.

3.8.4 The Contractor must ensure that the Designated Subcontractors in smartbuy® are consistently current and up to date. In the event of a change being required to smartbuy®, as a result of an addition or deletion of a Designated Subcontractor, the Contractor must give notice to the Board within 7 days of such event, in order that smartbuy® can be updated in a manner and format as required by the Board.

3.8.5 The Contractor's obligations under this Agreement are not affected in any way by the supply through Designated Subcontractors.

5.5 Transparency of the Contractor's Cost Structure

5.5.4 If requested by the Board, the Contractor must provide details of its cost prices and Margins, and copies of invoices from its own subcontractors for specified Services during a specified period. The Contractor must ensure its ability to comply with this clause for the Term (including not entering into any confidentiality agreements with prevent compliance with this clause).

d. When invoicing C100 contract users, were recruitment companies required to reveal:

i. How much they were paying the subcontractor?

No

ii. How much the subcontractor was paying the labour hire contractor?

No

e. How were requirements for fixed margins required to be managed? For instance:

i. Did any such fixed margin refer to the total margin of both the head contractor and subcontractor (i.e. the difference between the price charged by the head contractor and the amount paid to the labour hire contractor?)
ii. Did any such fixed margin only apply to the difference between the prices respectively charged by the head contractor and subcontractor?
iii. Did any such margin only apply to the difference in price charged by the subcontractor and the amount paid to the labour hire contractor?
iv. Were the head contractor and subcontractor each allowed to charge the fixed margin?

The fixed margins were applied to the contractor's pay rate. There was no visibility into any subcontract arrangements.

C100 suppliers to the University of Sydney

9. For any part of the C100 contract's period of operation, was the University of Sydney ("University") obliged to use it?

No, as an eligible customer the University is able to use state contracts if they so wish. The definition of an eligible customer in C100 was as follows:

"Eligible Customer" means

(a) any public sector service agency employing staff appointed under *Public Sector Employment and Management Act 2002* (NSW) as amended from time to time;
(b) a public body as defined by clause 18(4) of the *Public Sector Management (Goods and Services) Regulation 2000 (NSW)* being:
(i) a government trading enterprise (including a State owned corporation);
(ii) a public or private hospital (including an area health service);
(iii) a local government agency;
(iv) a charity or other community non-profit organisation;
(v) a public or private school or a college or university;
(vi) a public authority of this State, the Commonwealth or of any other State or Territory;
(vii) a contractor to a public authority (but only in respect of things done as such a contractor);
(c) a Nominee Purchaser provided that it satisfies the requirements of clause 3.7; and
(d) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

10. What meetings, information or other communication has occurred between representatives of the University and the Department of Finance, Services and Innovation or its predecessor agencies ("DFSI") concerning the C100 contract?

a. Which University officers were involved in this process?

- David McManus, Procurement Manager
- Sarah Collins, Associate Director Procurement
- Irene Brazil, Manager Unistaff and Sydney Talent
- Ailsa Womak, Lead Recruitment Consultant

b. What information was provided to these University officers?

Their questions were around supplier management under C100, reports, invoice payment and progress on the VMS/MSP sector-wide strategy. NSWP recalls meeting with representatives from IT but cannot find the date of the meeting nor the attendees. David McManus was the co-ordinator.

11. Would the following represent a contravention of C100 requirements? If so, how would it represent a contravention?

That an employee of the University ("the University employee") had a direct relationship with a non C100 company and that the University employee would arrange through that company to put an IT contractor on the payroll of a C100 company to be employed by the University for an IT project either before or after a project was authorized to be filled at the University. The University employee would interview that contractor he arranged to be funnelled through the non C100 company to an authorized C100 company, approve his employment from an interview that he conducted, and sign time sheets of that contractor causing that contractor to be paid.

A hiring manager who had identified a contingent worker through means other than a contracted C100 supplier had the opportunity to introduce that worker to a C100 supplier to be pay rolled at reduced supplier fees (payroll only fee). This is explained in the Contract Guide under Pricing - client sources candidate.

12. Did Canberra Solutions Pty Ltd ("Canberra Solutions") ever apply to be a C100 supplier? If so, was this application successful?

No Canberra Solutions did not apply to be a C100 supplier.

13. Did any of the following C100 companies ever report to the DFSI that they subcontracted C100 work to Canberra Solutions?

Michael Page Recruitment
Talent International
Paxus
Greythorn

Suppliers were not required to report subcontract arrangements under C100

0007 Scheme

14. When did the SCM0007 Contingent Workforce Prequalification Scheme ("0007 scheme") commence operation?

The Scheme was released to the market via eTenders in January 2013 and went live on 5th March 2013.

15. What are the key differences between the C100 contract and the 0007 scheme?

The major differences are:

- Supplier applications are accepted at all times and evaluations occur continuously (suppliers are no longer locked out of panel contracts)
- The Scheme encourages small and medium enterprises to supply their services
- Barriers to entry to supply across multiple categories have been removed
- Terms and conditions are the same for all suppliers
- Sub-contract arrangements are specifically not allowed

16. What were the transitional arrangements when the 0007 scheme commenced operation?

a. What happened to labour hire engagements that had been entered into using the C100 contract?

As per the FAQs for Buyers, existing C100 customer orders were honoured until their end date at which time any extension would occur under Scheme conditions.
https://www.procurepoint.nsw.gov.au/factsheet/faqs-buyers-0

Field Code Changed

b. What happened to recruitment companies who had been listed as a C100 contract supplier?

All suppliers regardless of previous status were required to go through the prequalification process. C100 suppliers had all existing customer orders honoured under C100 terms and conditions until the agreed end date.

c. How were users and potential users of the C100 contract/0007 scheme notified about these changes?

In the 12 months preceding the release of the Scheme, C100 suppliers had group and individual briefings about the changes and how they would be affected. Supplier forums for all suppliers were held on 30 January 2013 https://www.procurepoint.nsw.gov.au/documents/transcript-contingent-workforce-renewal-strategy-briefing-30-jan-2013.doc Internal Procurement Alerts were sent to stakeholders advising the changes.

Field Code Changed

17. Is the University obliged to use the 0007 scheme?

No, as an eligible customer they are able to use state contracts if they so wish. The definition of an eligible customer under the scheme is as follows:

Eligible Customer is an organisation that is a registered buyer of NSW Government contracts and may be public bodies that are not government agencies. A list of Eligible Buyers can be found at http://www.procurepoint.nsw.gov.au/documents/eligible-buyer-list.pdf

Field Code Changed

18. Are recruitment agencies engaged under the 0007 scheme required to reveal the rates that they pay labour hire contractors they supply? If so:

d. At which point(s) in the labour hire process are they required to provide this information?
e. To whom are they required to provide this information?

They are required to provide contractor pay rates in their monthly reports to NSWP. It is encouraged that pay rates be discussed with the hiring manager during the selection process. To this end there is an on-line rate calculator for hiring managers and suppliers to use which calculates the invoice total based on pay rate https://www.procurepoint.nsw.gov.au/documents/contingent-workforce-rate-calculator-2015-16-v15b.xls

Field Code Changed

19. Are recruitment agencies engaged under the 0007 scheme subject to set profit margins? If so, what are these set profit margins?

Clause 6 of the scheme conditions sets supplier fees for all suppliers:

6. Supplier Fees

6.1.1 Suppliers agree to the following fees:

(a) For the first 12 months the Contingent Worker is contracted - A maximum of 7.05% of Contingent Worker Normal Time Pay Rate (Normal Time Base Rate plus superannuation) and:

(i) Floor Price is fixed at $3.00 per hour for all Normal Time Pay Rates less than $42.56 per hour;

(ii) Ceiling Price is fixed at $15.00 per hour for all Normal Time Pay Rates greater than $212.76 per hour; and

(iii) Floor Price and Ceiling Price are only effective for the first 12 months the Contingent Worker is contracted; for any and all assignments longer than 12 months, clause 6.1.1(b) will apply;

(b) For assignments that are longer than 12 months (either via extension or original assignment, regardless of which prior contract/arrangement the Contingent Worker was placed under) – maximum 5.14% of Contingent Worker Normal Time Pay Rate (Normal Time Base Rate plus superannuation);

(i) No Floor Price will apply after the first 12 months: Supplier Fee will revert to 5.14% of Normal Time Pay Rates;

(c) For a Referred Contractor or transitioned Contingent Worker – maximum of 5.14% of Contingent Worker Normal Time Pay Rate applies. No Floor Price will apply.

(d) WorkerCover rates are a maximum of 1.00% for all Categories other than:

(i) Category D – Industrial: WorkCover rate fixed at 8.00%

(ii) Category J – Transport: WorkCover rate to be determined by Transport

(iii) Category L – Other: WorkCover rate fixed at 4.00%

(iv) Category M – NSW State Emergency Services: WorkCover rate fixed at 8.00%

(v) Category N – Home Care Services: WorkCover rate fixed at 4.00%

(e) Fluctuations in statutory prescribed costs (payroll tax and superannuation) will be passed on at cost to the Customer.

Table 1 shows calculation examples of Supplier Fees and also represents the Application of Floor Price and Ceiling Price limit for first 12 months.

Table 1		
Contingent Worker Normal Time Hourly Pay Rate (Base Rate + Superannuation)	Supplier Fee 7.05% of Pay Rate	
$18.50	$3.00	Fixed Floor Price
$21.00	$3.00	
$25.00	$3.00	
$30.00	$3.00	
$40.00	$3.00	
$42.56	**$3.00**	
$42.57	$3.01	7.05%
$50.00	$3.53	7.05%
$60.00	$4.23	7.05%
$70.00	$4.94	7.05%
$80.00	$5.64	7.05%
$90.00	$6.32	7.05%
$100.00	$7.05	7.05%
$150.00	$10.58	7.05%
$200.00	$14.10	7.05%
$212.76	**$15.00**	Fixed Ceiling Price
$250.00	$15.00	
$300.00	$15.00	

6.1.2 Time worked by Contingent Worker(s) over and above the agreed hours must have prior written approval from the Customer. Should prior written approval not be gained, payment for any extra hours worked will not be made;

In the event the Contingent Worker attracts overtime rates for Overtime Hours, the Supplier Fee will only ever be calculated on Normal Time Base Rate;

6.1.3 If a Contingent Worker commences employment with the Customer within 12 months of the original start date in that role, the Supplier will be entitled to charge the Customer the following temporary-to-permanent placement fee:

(a) 0 – 90 calendar days: 7.05% of Salary Package

(b) 91 – 180 calendar days: 5.25% of Salary Package

(c) 181 – 270 calendar days: 3.50% of Salary Package

(d) 271 – 365 calendar days: 1.75% of Salary Package

(e) More than 365 calendar days: nil fee

6.1.4 The Supplier will not be entitled to payment of temporary-to-permanent placement fees if employment of the Contingent Worker is the result of a merit selection process.

6.1.5 Supplier Fee will not be charged for any other entitlements or expenses (visa fees, PPE, relocation expenses, travel expenses, etc.). Any such costs must be agreed with the Customer prior to being incurred and must be invoiced to the Customer at cost.

6.1.6 The Supplier will not be entitled to payment of temporary-to-permanent placements fees if the Contingent Worker is a Referred Contractor.

6.1.7 Sub-contract arrangements are not allowed. The Supplier must engage the Contingent Worker directly; as a PAYG worker, ABN worker or via 457 Visa sponsorship.

6.1.8 In the case of rounding differences in the Vendor Management System (VMS) the VMS calculation will be the agreed value.

20. Are recruitment agencies engaged under the 0007 scheme permitted to subcontract work to other recruitment agencies?

No.

The Master Services of the Scheme rules were updated on 2 October 2014 in version 1.4 with the addition of clause 1.3.2 as follows:

Consortiums, including third party arrangements unless as outlined in clause 6.1.7, will not qualify to be part of this Scheme. Sub-contract organisations are encouraged to apply for prequalification in their own right.

ORGANISATION NAME:- Hays Specialist Recruitment (Australia) Pty Limited

ADMINISTRATION CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	3%	1%	1%	1%	0%
1 month or less	35%	12%	13%	9%	1%
Greater than 1 month - 3 months	30%	10%	11%	8%	1%
Greater than 3 months	32%	11%	12%	8%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	$ 2.00	$ 2.50	$ 2.50	$ 3.00
1 month or less	$ 2.50	$ 3.00	$ 4.25	$ 6.25
Greater than 1 month - 3 months	$ 2.40	$ 2.75	$ 4.15	$ 6.15
Greater than 3 months	$ 2.25	$ 2.50	$ 4.00	$ 6.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.40%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-
Charge Rate = Annualised Salary Package x 8%
Annualised Salary Package includes base salary and all other benefits and allowances which represent remuneration in other forms, such as superannuation, bonuses and commissions. Motor vehicles provided to candidates will be valued at a minimum of $15,000 or as agreed in the package.

Total Maximum Charge	**$ 5,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Hays does not charge fees to Temporary Personnel for any services.

ORGANISATION NAME:- Hays Specialist Recruitment (Australia) Pty Limited

ADMINISTRATION CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Office Support	3,981	$ 18.17	$ 25.00	$ 20.00	$ -
Administration Assistant	3,594	$ 18.17	$ 24.00	$ 22.00	$ -
Customer Service Officer	796	$ 19.00	$ 24.00	$ 21.00	$ -
Receptionist / Swithboard Operator	582	$ 18.17	$ 25.00	$ 21.00	$ -
Data Entry Operator	461	$ 19.00	$ 24.00	$ 20.00	$ -
Executive Assistant	434	$ 23.00	$ 35.00	$ 28.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hudson Global Resources (Aust) Pty Limited

ADMINISTRATION CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	3%	1%	1%	1%	0%
1 month or less	35%	12%	13%	9%	1%
Greater than 1 month - 3 months	30%	10%	11%	8%	1%
Greater than 3 months	32%	11%	12%	8%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	$ 2.60	$ 2.60	$ 2.80	$ 3.10
1 month or less	$ 3.40	$ 3.90	$ 4.90	$ 6.60
Greater than 1 month - 3 months	$ 2.90	$ 3.30	$ 4.20	$ 5.70
Greater than 3 months	$ 2.70	$ 3.10	$ 3.90	$ 5.20

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.55%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- A fee is payable when a Hudson onhire employee is converted to permanent status within three months of commencing the temporary assignment. The fee payable us calculated as 15% of the permanent position's base salary plus super plus 2.5% management fee - therefore if a temp transfers to a permanent position with a base salary of $40,000 and superannualtion of 9%, the fee payable is 15% x $43,600 / (1-2.5%) = $6,708.

Total Maximum Charge	**$ 11,150.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- Hudson Global Resources (Aust) Pty Limited

ADMINISTRATION CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Office Support	3,981	$ 19.11	$ 35.00	$ 25.00	$ 800.00
Administration Assistant	3,594	$ 19.11	$ 35.00	$ 23.00	$ 800.00
Customer Service Officer	796	$ 19.11	$ 35.00	$ 24.00	$ 800.00
Receptionist / Swithboard Operator	582	$ 19.11	$ 30.00	$ 23.00	$ 800.00
Data Entry Operator	461	$ 19.11	$ 32.00	$ 22.00	$ 800.00
Executive Assistant	434	$ 22.26	$ 45.00	$ 35.00	$ 800.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- QUAY

ADMINISTRATION CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	3%	1%	1%	1%	0%
1 month or less	35%	12%	13%	9%	1%
Greater than 1 month - 3 months	30%	10%	11%	8%	1%
Greater than 3 months	32%	11%	12%	8%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	$ 2.50	$ 3.00	$ 3.50	$ 4.00
1 month or less	$ 3.00	$ 3.90	$ 4.90	$ 5.20
Greater than 1 month - 3 months	$ 2.90	$ 3.90	$ 4.90	$ 5.10
Greater than 3 months	$ 2.80	$ 3.80	$ 4.80	$ 5.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 1 to 28 days $2000, 29 to 56 days $1500, 57 to 91 days $1000

Total Maximum Charge	**$ 2,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Not applicable

ORGANISATION NAME:- QUAY

ADMINISTRATION CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Office Support	3,981	$ 19.00	$ 35.00	$ 22.00	$ -
Administration Assistant	3,594	$ 19.00	$ 35.00	$ 23.50	$ -
Customer Service Officer	796	$ 19.00	$ 25.00	$ 21.00	$ -
Receptionist / Swithboard Operator	582	$ 19.00	$ 26.00	$ 21.00	$ -
Data Entry Operator	461	$ 19.00	$ 24.00	$ 20.50	$ -
Executive Assistant	434	$ 20.00	$ 35.00	$ 29.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

ADMINISTRATION CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
	34%	38%	26%	2%	
Payroll Only	3%	1%	1%	1%	0%
1 month or less	35%	12%	13%	9%	1%
Greater than 1 month - 3 months	30%	10%	11%	8%	1%
Greater than 3 months	32%	11%	12%	8%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	$ 2.28	$ 2.36	$ 2.60	$ 2.89
1 month or less	$ 2.66	$ 3.08	$ 4.20	$ 5.00
Greater than 1 month - 3 months	$ 2.50	$ 2.86	$ 3.90	$ 4.70
Greater than 3 months	$ 2.28	$ 2.65	$ 3.60	$ 4.32

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.10%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

8% of Starting Salary Package (base salary plus super at 9%)

Total Maximum Charge	**$ 6,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

None Charged

ORGANISATION NAME:- Ross Human Directions Limited

ADMINISTRATION CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Office Support	3,981	$ 19.18	$ 35.00	$ 22.00	$ 1,422.72
Administration Assistant	3,594	$ 19.86	$ 35.00	$ 22.00	$ 1,422.72
Customer Service Officer	796	$ 19.86	$ 25.00	$ 21.00	$ 1,422.72
Receptionist / Swithboard Operator	582	$ 19.18	$ 25.00	$ 20.00	$ 1,422.72
Data Entry Operator	461	$ 19.86	$ 25.00	$ 21.00	$ 1,422.72
Executive Assistant	434	$ 22.33	$ 35.00	$ 30.00	$ 3,161.60

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

ADMINISTRATION CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
		34%	38%	26%	2%
Payroll Only	3%	1%	1%	1%	0%
1 month or less	35%	12%	13%	9%	1%
Greater than 1 month - 3 months	30%	10%	11%	8%	1%
Greater than 3 months	32%	11%	12%	8%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $19.00	$19.01 - $22.00	$22.01 - $30.00	$30.01+
Payroll Only	$ 1.59	$ 1.85	$ 2.52	$ 2.94
1 month or less	$ 2.37	$ 2.44	$ 3.44	$ 5.28
Greater than 1 month - 3 months	$ 2.37	$ 2.44	$ 3.44	$ 5.28
Greater than 3 months	$ 2.25	$ 2.34	$ 3.25	$ 5.01

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Our placement fee within the first 3 months is discounted to 8% in this category. Our formula is: Total Annual Salary (inclusive of Super) x 8%. Total Annual Salary = (Hourly personnel pay rate x 38 hours) x 52 weeks) x 1.09 Super i.e. ($35.00 pay rate x 38 hours per week x 52 weeks per annum) x 1.09 Super = $75384.40 Total Salary x 8% fee = Total fee of $6030.75. Please note: this is the maximum charge rate only based on our quoted maximum personnel pay rate for this category of $35.00. Our temp to perm fees will

Total Maximum Charge	**$ 6,030.75**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

ADMINISTRATION CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Office Support	3,981	$ 19.11	$ 27.00	$ 24.00	$ 2,020.00
Administration Assistant	3,594	$ 19.80	$ 27.00	$ 24.00	$ 2,020.00
Customer Service Officer	796	$ 19.80	$ 25.00	$ 21.50	$ 1,500.00
Receptionist / Swithboard Operator	582	$ 19.80	$ 25.00	$ 21.00	$ 1,500.00
Data Entry Operator	461	$ 19.11	$ 23.00	$ 21.00	$ 1,500.00
Executive Assistant	434	$ 25.00	$ 35.00	$ 30.00	$ 2,050.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category B serviced by Kelly Services)

FINANCE CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	3%	1%	2%	0%	0%
3 months or less	41%	9%	25%	6%	1%
Greater than 3 months - 6 months	32%	7%	19%	5%	1%
Greater than 6 months	24%	5%	14%	4%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	$ 2.20	$ 3.00	$ 3.50	$ 4.00
3 months or less	$ 3.20	$ 4.90	$ 6.80	$ 7.50
Greater than 3 months - 6 months	$ 3.20	$ 4.90	$ 6.80	$ 7.50
Greater than 6 months	$ 3.00	$ 4.60	$ 6.60	$ 7.10

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 0 to 1 month = 10% starting salary, 1 to 2 months= 9% starting salary, 2 to 3 months 8% starting salary, 3 months

plus = $0 charge

Total Maximum Charge	**$ 12,500.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- N/A

ORGANISATION NAME:- FINITE RECRUITMENT (Category B serviced by Kelly Services)

FINANCE CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Finance Officer / Accounts Clerk / Bookkeeper	612	$ 20.00	$ 32.00	$ 25.00	$ 1,000.00
Accountant / Management Accountant /Senior Accountant	321	$ 35.00	$ 60.00	$ 40.00	$ 1,250.00
Business Analyst / Financial Analyst	99	$ 35.00	$ 50.00	$ 40.00	$ 1,250.00
Auditor / Audit Manager / Auditor (Senior) / IT Auditor	63	$ 40.00	$ 70.00	$ 50.00	$ 1,000.00
Finance Specialist	40	$ 46.00	$ 70.00	$ 60.00	$ 1,000.00
Credit Officer/Manager	39	$ 35.00	$ 50.00	$ 38.00	$ 1,000.00
Investigator	15	$ 25.00	$ 45.00	$ 32.00	$ 1,000.00
Financial Controller	12	$ 55.00	$ 80.00	$ 60.00	$ 1,500.00
Financial Planner	1	$ 40.00	$ 50.00	$ 42.00	$ 1,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hays Specialist Recruitment (Australia) Pty Limited

FINANCE CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Duration (Months)	Usage	22%	60%	15%	3%
Payroll Only	3%	1%	2%	0%	0%
3 months or less	41%	9%	25%	6%	1%
Greater than 3 months - 6 months	32%	7%	19%	5%	1%
Greater than 6 months	24%	5%	14%	4%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	$ 2.50	$ 2.50	$ 3.50	$ 4.00
3 months or less	$ 3.50	$ 5.50	$ 11.00	$ 15.75
Greater than 3 months - 6 months	$ 3.25	$ 5.25	$ 10.75	$ 15.50
Greater than 6 months	$ 3.00	$ 5.00	$ 10.50	$ 15.25

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.40%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-
Charge Rate = Annualised Salary Package x 12%
Annualised Salary Package includes base salary and all other benefits and allowances which represent remuneration in other forms, such as superannuation, bonuses and commissions. Motor vehicles provided to candidates will be valued at a minimum of $15,000 or as agreed in the package.

Total Maximum Charge	$ 15,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Hays does not charge fees to Temporary Personnel for any services.

ORGANISATION NAME:- Hays Specialist Recruitment (Australia) Pty Limited

FINANCE CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Finance Officer / Accounts Clerk / Bookkeeper	612	$ 20.00	$ 30.00	$ 25.00	$ -
Accountant / Management Accountant /Senior Accountant	321	$ 30.00	$ 55.00	$ 40.00	$ -
Business Analyst / Financial Analyst	99	$ 35.00	$ 65.00	$ 40.00	$ -
Auditor / Audit Manager / Auditor (Senior) / IT Auditor	63	$ 45.00	$ 65.00	$ 50.00	$ -
Finance Specialist	40	$ 30.00	$ 80.00	$ 35.00	$ -
Credit Officer/Manager	39	$ 20.00	$ 35.00	$ 28.00	$ -
Investigator	15	$ 35.00	$ 60.00	$ 55.00	$ -
Financial Controller	12	$ 50.00	$ 80.00	$ 60.00	$ -
Financial Planner	1	$ 50.00	$ 80.00	$ 65.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- MICHAEL PAGE INTERNATIONAL (AUSTRALIA) PTY LTD

FINANCE CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Duration (Months)	Usage	22%	60%	15%	3%
Payroll Only	3%	1%	2%	0%	0%
3 months or less	41%	9%	25%	6%	1%
Greater than 3 months - 6 months	32%	7%	19%	5%	1%
Greater than 6 months	24%	5%	14%	4%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	$ 2.00	$ 2.00	$ 2.00	$ 2.00
3 months or less	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Greater than 3 months - 6 months	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Greater than 6 months	$ 3.50	$ 3.50	$ 3.50	$ 3.50

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- If a worker is offered employment within the first 3 months, Michael Page will charge $5,000 (exclusive of GST) for the placement

Total Maximum Charge	$ 5,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- MICHAEL PAGE INTERNATIONAL (AUSTRALIA) PTY LTD

FINANCE CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Finance Officer / Accounts Clerk / Bookkeeper	612	$ 17.00	$ 40.00	$ 30.00	$ 1,750.00
Accountant / Management Accountant /Senior Accountant	321	$ 30.00	$ 70.00	$ 55.00	$ 1,750.00
Business Analyst / Financial Analyst	99	$ 30.00	$ 80.00	$ 60.00	$ 1,750.00
Auditor / Audit Manager / Auditor (Senior) / IT Auditor	63	$ 35.00	$ 90.00	$ 65.00	$ 1,750.00
Finance Specialist	40	$ 30.00	$ 80.00	$ 60.00	$ 1,750.00
Credit Officer/Manager	39	$ 18.00	$ 60.00	$ 40.00	$ 1,750.00
Investigator	15	$ 30.00	$ 40.00	$ 40.00	$ 1,750.00
Financial Controller	12	$ 50.00	$ 110.00	$ 90.00	$ 1,750.00
Financial Planner	1	$ 40.00	$ 100.00	$ 80.00	$ 1,750.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- QUAY

FINANCE CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Duration (Months)	Usage	22%	60%	15%	3%
Payroll Only	3%	1%	2%	0%	0%
3 months or less	41%	9%	25%	6%	1%
Greater than 3 months - 6 months	32%	7%	19%	5%	1%
Greater than 6 months	24%	5%	14%	4%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	$ 3.00	$ 3.50	$ 5.00	$ 5.00
3 months or less	$ 3.80	$ 5.80	$ 7.80	$ 8.90
Greater than 3 months - 6 months	$ 3.80	$ 5.80	$ 7.50	$ 8.50
Greater than 6 months	$ 3.50	$ 5.50	$ 7.30	$ 8.30

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- Up to 1 month of service - 4000, Over 1 month and up to 2 months of service - $3000, Over 2 months and up to 3 months of service - $2000

Total Maximum Charge	$ 4,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Not applicable

ORGANISATION NAME:- QUAY

FINANCE CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Finance Officer / Accounts Clerk / Bookkeeper	612	$ 19.00	$ 40.00	$ 24.00	$ -
Accountant / Management Accountant /Senior Accountant	321	$ 35.00	$ 75.00	$ 40.00	$ -
Business Analyst / Financial Analyst	99	$ 30.00	$ 75.00	$ 40.00	$ -
Auditor / Audit Manager / Auditor (Senior) / IT Auditor	63	$ 19.00	$ 85.00	$ 45.00	$ -
Finance Specialist	40	$ 35.00	$ 85.00	$ 40.00	$ -
Credit Officer/Manager	39	$ 21.00	$ 75.00	$ 30.00	$ -
Investigator	15	$ 25.00	$ 75.00	$ 40.00	$ -
Financial Controller	12	$ 35.00	$ 110.00	$ 80.00	$ -
Financial Planner	1	$ 35.00	$ 85.00	$ 30.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

FINANCE CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	3%	1%	2%	0%	0%
3 months or less	41%	9%	25%	6%	1%
Greater than 3 months - 6 months	32%	7%	19%	5%	1%
Greater than 6 months	24%	5%	14%	4%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	$ 1.76	$ 3.36	$ 5.04	$ 6.30
3 months or less	$ 2.88	$ 4.38	$ 7.33	$ 12.05
Greater than 3 months - 6 months	$ 2.88	$ 4.33	$ 7.33	$ 12.05
Greater than 6 months	$ 2.80	$ 4.26	$ 7.14	$ 11.75

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Our placement fee within the first 3 months is discounted to 9% in this category. Our formula is: Total Annual Salary (inclusive of Super) x 9%. Total Annual Salary = (Hourly personnel pay rate x 38 hours) x 52 weeks) x 1.09 Super i.e. ($100.00 pay rate x 38 hours per week x 52 weeks per annum) x 1.09 Super = $215,384. Total Salary x 9% fee = Total fee of $19384.56. Please note: this is the maximum charge rate based on our quoted maximum personnel pay rate for this category of $100.00. Our temp to perm fees will be

Total Maximum Charge	**$ 19,384.56**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

FINANCE CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Finance Officer / Accounts Clerk / Bookkeeper	612	$ 22.00	$ 32.00	$ 25.50	$ 2,250.00
Accountant / Management Accountant /Senior Accountant	321	$ 30.00	$ 55.00	$ 40.00	$ 3,000.00
Business Analyst / Financial Analyst	99	$ 38.00	$ 70.00	$ 58.00	$ 5,000.00
Auditor / Audit Manager / Auditor (Senior) / IT Auditor	63	$ 30.00	$ 60.00	$ 48.00	$ 5,000.00
Finance Specialist	40	$ 25.00	$ 45.00	$ 40.00	$ 3,000.00
Credit Officer/Manager	39	$ 23.00	$ 50.00	$ 28.00	$ 2,250.00
Investigator	15	$ 38.00	$ 70.00	$ 60.00	$ 5,000.00
Financial Controller	12	$ 50.00	$ 100.00	$ 75.00	$ 12,600.00
Financial Planner	1	$ 35.00	$ 75.00	$ 50.00	$ 5,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

FINANCE CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Duration (Months)	**Usage**	**22%**	**60%**	**15%**	**3%**
Payroll Only	**3%**	1%	2%	0%	0%
3 months or less	**41%**	9%	25%	6%	1%
Greater than 3 months - 6 months	**32%**	7%	19%	5%	1%
Greater than 6 months	**24%**	5%	14%	4%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $21.00	$21.01 - $40.00	$40.01 - $60.00	$60.01+
Payroll Only	$ 2.34	$ 2.89	$ 3.18	$ 3.47
3 months or less	$ 3.50	$ 5.60	$ 7.00	$ 8.40
Greater than 3 months - 6 months	$ 3.25	$ 5.20	$ 6.50	$ 7.80
Greater than 6 months	$ 3.00	$ 4.80	$ 6.00	$ 7.20

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**1.10%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 10% of starting salary package (basic salary + super @ 9%)

Total Maximum Charge	**$ 9,265.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- Ross Human Directions Limited

FINANCE CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Finance Officer / Accounts Clerk / Bookkeeper	**612**	$ 22.00	$ 35.00	$ 28.00	$ 5,354.96
Accountant / Management Accountant /Senior Accountant	**321**	$ 40.00	$ 60.00	$ 50.00	$ 7,548.32
Business Analyst / Financial Analyst	**99**	$ 40.00	$ 65.00	$ 55.00	$ 7,548.32
Auditor / Audit Manager / Auditor (Senior) / IT Auditor	**63**	$ 35.00	$ 70.00	$ 45.00	$ 7,548.32
Finance Specialist	**40**	$ 40.00	$ 60.00	$ 50.00	$ 7,548.32
Credit Officer/Manager	**39**	$ 25.00	$ 50.00	$ 40.00	$ 5,354.96
Investigator	**15**	$ 35.00	$ 45.00	$ 40.00	$ 5,354.96
Financial Controller	**12**	$ 60.00	$ 80.00	$ 70.00	$ 9,741.68
Financial Planner	**1**	$ 40.00	$ 65.00	$ 50.00	$ 7,548.32

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category C serviced by Kelly Services & Finite Recruitment)

SPECIALIST CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Duration (Months)	Usage	37%	47%	14%	2%
Payroll Only	3%	1%	1%	0%	0%
3 months or less	52%	19%	24%	7%	1%
Greater than 3 months - 6 months	25%	9%	12%	4%	1%
Greater than 6 months	20%	7%	9%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.20	$ 3.30	$ 4.00	$ 5.95
3 months or less	$ 3.20	$ 4.50	$ 6.80	$ 7.95
Greater than 3 months - 6 months	$ 3.20	$ 4.50	$ 6.80	$ 7.95
Greater than 6 months	$ 3.00	$ 4.30	$ 6.60	$ 7.75

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 0 to 1 month = 10% starting salary, 1 to 2 months= 9% starting salary, 2 to 3 months 8% starting salary, 3 months

plus = $0 charge

Total Maximum Charge	$ 12,500.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- N/A

ORGANISATION NAME:- FINITE RECRUITMENT (Category C serviced by Kelly Services & Finite Recruitment)

SPECIALIST CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Project (Officer, Manager or Analyst)	694	$ 42.00	$ 125.00	$ 75.00	$ 1,500.00
Communications / Media / Promotion / Public Relations	453	$ 41.00	$ 75.00	$ 55.00	$ 1,000.00
Human Resources / Training & Development / Trainers	302	$ 34.00	$ 100.00	$ 50.00	$ 1,250.00
Library / Archives / Record Management	216	$ 32.00	$ 40.00	$ 33.00	$ 750.00
Field Officer	56	$ 35.00	$ 52.00	$ 45.00	$ 1,000.00
Marketing / Advertising (Officer, Manager or Specialist)	51	$ 41.00	$ 90.00	$ 50.00	$ 1,250.00
Legal Support / Law Clerks / Paralegal	32	$ 29.00	$ 37.00	$ 33.00	$ 750.00
Contract / Procurement / Vendor (Officer or Manager)	26	$ 34.00	$ 90.00	$ 50.00	$ 1,250.00
Logistics / Supply Chain (Officer or Manager)	4	$ 30.00	$ 90.00	$ 50.00	$ 1,250.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- MICHAEL PAGE INTERNATIONAL (AUSTRALIA) PTY LTD

SPECIALIST CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	3%	1%	1%	0%	0%
3 months or less	52%	19%	24%	7%	1%
Greater than 3 months - 6 months	25%	9%	12%	4%	1%
Greater than 6 months	20%	7%	9%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.00	$ 2.00	$ 2.00	$ 2.00
3 months or less	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Greater than 3 months - 6 months	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Greater than 6 months	$ 3.50	$ 3.50	$ 3.50	$ 3.50

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- If a worker is offered employment within the first 3 months, Michael Page will charge $5,000 (exclusive of GST) for the placement

Total Maximum Charge	$ 5,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- MICHAEL PAGE INTERNATIONAL (AUSTRALIA) PTY LTD

SPECIALIST CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Project (Officer, Manager or Analyst)	694	$ 30.00	$ 55.00	$ 45.00	$ 1,750.00
Communications / Media / Promotion / Public Relations	453	$ 30.00	$ 75.00	$ 60.00	$ 1,750.00
Human Resources / Training & Development / Trainers	302	$ 25.00	$ 75.00	$ 55.00	$ 1,750.00
Library / Archives / Record Management	216	$ -	$ -	$ -	$ -
Field Officer	56	$ -	$ -	$ -	$ -
Marketing / Advertising (Officer, Manager or Specialist)	51	$ 30.00	$ 60.00	$ 50.00	$ 1,750.00
Legal Support / Law Clerks / Paralegal	32	$ -	$ -	$ -	$ -
Contract / Procurement / Vendor (Officer or Manager)	26	$ 23.00	$ 100.00	$ 65.00	$ 1,750.00
Logistics / Supply Chain (Officer or Manager)	4	$ 23.00	$ 80.00	$ 55.00	$ 1,750.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

SPECIALIST CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	3%	1%	1%	0%	0%
3 months or less	52%	19%	24%	7%	1%
Greater than 3 months - 6 months	25%	9%	12%	4%	1%
Greater than 6 months	20%	7%	9%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.10	$ 3.78	$ 5.88	$ 8.40
3 months or less	$ 3.35	$ 5.05	$ 8.02	$ 13.56
Greater than 3 months - 6 months	$ 3.27	$ 4.93	$ 8.02	$ 13.56
Greater than 6 months	$ 3.19	$ 4.80	$ 7.82	$ 13.22

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Our placement fee within the first 3 months is discounted to 9% in this category. Our formula is: Total Annual Salary (inclusive of Super) x 9%. Total Annual Salary = (Hourly personnel pay rate x 38 hours) x 52 weeks) x 1.09 Super i.e. ($120.00 pay rate x 38 hours per week x 52 weeks per annum) x 1.09 Super = $258460.80. Total Salary x 9% fee = Total fee of $23261.47. Please note: this is the maximum charge rate based on our quoted maximum personnel pay rate for this category of $120.00. Our temp to perm fees will be

Total Maximum Charge	**$ 23,261.47**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

SPECIALIST CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Project (Officer, Manager or Analyst)	694	$ 30.00	$ 80.00	$ 50.00	$ 5,000.00
Communications / Media / Promotion / Public Relations	453	$ 25.00	$ 80.00	$ 40.00	$ 3,000.00
Human Resources / Training & Development / Trainers	302	$ 30.00	$ 85.00	$ 45.00	$ 3,000.00
Library / Archives / Record Management	216	$ 25.00	$ 40.00	$ 32.00	$ 2,800.00
Field Officer	56	$ 45.00	$ 120.00	$ 75.00	$ 11,300.00
Marketing / Advertising (Officer, Manager or Specialist)	51	$ 20.00	$ 75.00	$ 40.00	$ 3,000.00
Legal Support / Law Clerks / Paralegal	32	$ 25.00	$ 40.00	$ 32.00	$ 2,800.00
Contract / Procurement / Vendor (Officer or Manager)	26	$ 40.00	$ 80.00	$ 60.00	$ 11,300.00
Logistics / Supply Chain (Officer or Manager)	4	$ 40.00	$ 120.00	$ 65.00	$ 5,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

SPECIALIST CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
		37%	47%	14%	2%
Payroll Only	3%	1%	1%	0%	0%
3 months or less	52%	19%	24%	7%	1%
Greater than 3 months - 6 months	25%	9%	12%	4%	1%
Greater than 6 months	20%	7%	9%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $25.00	$25.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.45	$ 3.03	$ 3.61	$ 3.76
3 months or less	$ 3.50	$ 6.30	$ 8.40	$ 9.80
Greater than 3 months - 6 months	$ 3.25	$ 5.85	$ 7.80	$ 9.10
Greater than 6 months	$ 3.00	$ 5.40	$ 7.20	$ 8.40

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.10%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 10% of starting salary package (basic salary + super @ 9%)

Total Maximum Charge	**$ 7,630.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- Ross Human Directions Limited

SPECIALIST CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Project (Officer, Manager or Analyst)	694	$ 32.00	$ 70.00	$ 45.00	$ 6,461.52
Communications / Media / Promotion / Public Relations	453	$ 32.00	$ 60.00	$ 45.00	$ 6,461.52
Human Resources / Training & Development / Trainers	302	$ 35.00	$ 85.00	$ 55.00	$ 9,465.04
Library / Archives / Record Management	216	$ 20.00	$ 35.00	$ 30.00	$ 6,461.52
Field Officer	56	$ 25.00	$ 30.00	$ 30.00	$ 6,461.52
Marketing / Advertising (Officer, Manager or Specialist)	51	$ 32.00	$ 60.00	$ 45.00	$ 6,461.52
Legal Support / Law Clerks / Paralegal	32	$ 20.00	$ 45.00	$ 35.00	$ 6,461.52
Contract / Procurement / Vendor (Officer or Manager)	26	$ 35.00	$ 65.00	$ 45.00	$ 6,461.52
Logistics / Supply Chain (Officer or Manager)	4	$ 25.00	$ 45.00	$ 40.00	$ 6,461.52

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Australia Personnel Global Pty Ltd

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 1.00	$ 1.00	$ 1.00	$ 1.00
1 month or less	$ 2.90	$ 3.00	$ 3.50	$ 4.00
Greater than 1 month	$ 2.00	$ 2.40	$ 2.60	$ 3.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	4.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- The client will be charged $500 for a placement made within the first 6 weeks and no charge for any transfer made after that.

Total Maximum Charge	$ 500.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- N/A

ORGANISATION NAME:- Australia Personnel Global Pty Ltd

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 19.07	$ 20.98	$ 19.50	$ 20.00
Road Worker	435	$ 19.07	$ 20.98	$ 19.50	$ 20.00
Storeperson	204	$ 18.71	$ 20.58	$ 19.65	$ 20.00
Driver /Truck Driver / Tow Truck Driver	197	$ 19.19	$ 21.11	$ 20.15	$ 20.00
Track Worker / Labourer	172	$ 19.07	$ 20.98	$ 20.02	$ 20.00
Cleaner	112	$ 18.12	$ 19.93	$ 19.03	$ 20.00
Storeman and Packer	89	$ 18.71	$ 20.58	$ 19.65	$ 20.00
Carpenter	50	$ 22.87	$ 25.16	$ 24.01	$ 20.00
Tradesperson's / Technician's Assistant	47	$ 16.99	$ 19.69	$ 17.84	$ 20.00
Kitchenhand	36	$ 18.92	$ 20.81	$ 19.87	$ 20.00
Road Traffic Controller	25	$ 18.50	$ 20.35	$ 19.43	$ 20.00
Electrician	24	$ 19.87	$ 21.86	$ 20.86	$ 20.00
Building Services Employee	19	$ 19.02	$ 20.92	$ 19.97	$ 20.00
Security Officer	16	$ 19.78	$ 21.76	$ 20.77	$ 20.00
Plant Operator	16	$ 22.04	$ 24.24	$ 23.14	$ 20.00
Maintenance Patrolman	14	$ 18.00	$ 19.80	$ 18.90	$ 20.00
Mechanic	13	$ 20.27	$ 22.30	$ 21.28	$ 20.00
Painter	10	$ 22.24	$ 24.46	$ 23.35	$ 20.00
Leading Hand	9	$ 22.00	$ 24.20	$ 23.10	$ 20.00
Waiter	8	$ 15.90	$ 17.49	$ 16.70	$ 20.00
Landscape Gardener	8	$ 20.27	$ 22.30	$ 21.28	$ 20.00
Team Leader	7	$ 21.00	$ 23.10	$ 22.05	$ 20.00
Maintenance Handyman	7	$ 19.33	$ 21.26	$ 20.30	$ 20.00
Chef	6	$ 22.32	$ 24.55	$ 23.44	$ 20.00
Concreter	5	$ 21.17	$ 23.29	$ 22.23	$ 20.00
Plumber	4	$ 21.48	$ 23.63	$ 22.55	$ 20.00
Bridge Worker	4	$ 19.07	$ 20.98	$ 20.02	$ 20.00
Survey Field Hand	3	$ 20.64	$ 22.70	$ 21.67	$ 20.00
Road / Bridge Performance Tester	2	$ 20.00	$ 22.00	$ 21.00	$ 20.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Chandler Macleod Group

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 2.71	$ 2.71	$ 4.13	$ 4.13
1 month or less	$ 2.95	$ 2.95	$ 5.08	$ 5.08
Greater than 1 month	$ 2.95	$ 2.95	$ 5.08	$ 5.08

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	5.50%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-40 hour week X the Margin in the 1 month or less (highest pay point) = $69.55 X 13 Weeks = $904.13

Total Maximum Charge	$ 904.13

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Chandler Macleod Group

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 17.80	$ 28.00	$ 20.30	$ 1,250.00
Road Worker	435	$ 20.54	$ 30.00	$ 20.54	$ 1,250.00
Storeperson	204	$ 18.48	$ 28.00	$ 18.48	$ 1,250.00
Driver /Truck Driver / Tow Truck Driver	197	$ 18.66	$ 30.00	$ 18.66	$ 3,500.00
Track Worker / Labourer	172	$ 20.30	$ 30.00	$ 20.30	$ 1,250.00
Cleaner	112	$ 17.95	$ 25.00	$ 17.95	$ 1,250.00
Storeman and Packer	89	$ 18.48	$ 30.00	$ 18.48	$ 1,250.00
Carpenter	50	$ 22.69	$ 35.00	$ 22.69	$ 3,500.00
Tradesperson's / Technician's Assistant	47	$ 17.45	$ 30.00	$ 17.45	$ 1,250.00
Kitchenhand	36	$ 18.09	$ 22.00	$ 18.09	$ 1,250.00
Road Traffic Controller	25	$ 20.54	$ 27.00	$ 20.54	$ 1,250.00
Electrician	24	$ 19.79	$ 35.00	$ 22.69	$ 3,500.00
Building Services Employee	19	$ 16.83	$ 29.00	$ 16.83	$ 1,250.00
Security Officer	16	$ 19.73	$ 30.00	$ 19.73	$ 1,250.00
Plant Operator	16	$ 18.41	$ 35.00	$ 18.41	$ 1,250.00
Maintenance Patrolman	14	$ 20.54	$ 30.00	$ 20.54	$ 1,250.00
Mechanic	13	$ 20.19	$ 35.00	$ 20.19	$ 3,500.00
Painter	10	$ 22.09	$ 35.00	$ 22.09	$ 3,500.00
Leading Hand	9	$ 19.63	$ 45.00	$ 19.63	$ 3,500.00
Waiter	8	$ 18.68	$ 22.00	$ 18.68	$ 1,250.00
Landscape Gardener	8	$ 20.19	$ 30.00	$ 20.19	$ 3,500.00
Team Leader	7	$ 19.63	$ 45.00	$ 19.63	$ 3,500.00
Maintenance Handyman	7	$ 19.09	$ 30.00	$ 19.09	$ 1,250.00
Chef	6	$ 21.37	$ 28.00	$ 21.37	$ 3,500.00
Concreter	5	$ 21.26	$ 30.00	$ 21.26	$ 3,500.00
Plumber	4	$ 22.49	$ 35.00	$ 22.49	$ 3,500.00
Bridge Worker	4	$ 21.49	$ 30.00	$ 21.49	$ 1,250.00
Survey Field Hand	3	$ 16.48	$ 25.00	$ 16.48	$ 1,250.00
Road / Bridge Performance Tester	2	$ 20.54	$ 30.00	$ 20.54	$ 1,250.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Clicks Recruitment

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 1.72	$ 1.72	$ 1.72	$ 1.72
1 month or less	$ 2.70	$ 3.22	$ 3.42	$ 3.42
Greater than 1 month	$ 2.70	$ 2.93	$ 3.42	$ 3.42

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	6.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Total Maximum Charge	**$ -**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Clicks Recruitment

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 17.79	$ 23.00	$ 19.50	$ -
Road Worker	435	$ 20.50	$ 24.00	$ 21.00	$ -
Storeperson	204	$ 19.00	$ 23.00	$ 20.00	$ -
Driver /Truck Driver / Tow Truck Driver	197	$ 21.00	$ 25.00	$ 23.00	$ -
Track Worker / Labourer	172	$ 21.00	$ 24.00	$ 22.00	$ -
Cleaner	112	$ 19.00	$ 22.00	$ 20.00	$ -
Storeman and Packer	89	$ 17.79	$ 24.00	$ 19.00	$ -
Carpenter	50	$ 23.00	$ 30.00	$ 26.00	$ -
Tradesperson's / Technician's Assistant	47	$ 21.50	$ 30.00	$ 25.00	$ -
Kitchenhand	36	$ 17.79	$ 20.00	$ 18.50	$ -
Road Traffic Controller	25	$ 19.50	$ 23.00	$ 22.00	$ -
Electrician	24	$ 21.00	$ 35.00	$ 28.00	$ -
Building Services Employee	19	$ 23.00	$ 30.00	$ 26.00	$ -
Security Officer	16	$ 21.00	$ 25.00	$ 23.00	$ -
Plant Operator	16	$ 21.00	$ 26.00	$ 23.50	$ -
Maintenance Patrolman	14	$ 21.00	$ 25.00	$ 23.00	$ -
Mechanic	13	$ 23.00	$ 35.00	$ 28.00	$ -
Painter	10	$ 23.00	$ 35.00	$ 28.00	$ -
Leading Hand	9	$ 23.00	$ 35.00	$ 28.00	$ -
Waiter	8	$ 19.00	$ 23.00	$ 21.00	$ -
Landscape Gardener	8	$ 21.00	$ 30.00	$ 23.00	$ -
Team Leader	7	$ 21.00	$ 35.00	$ 28.00	$ -
Maintenance Handyman	7	$ 21.00	$ 25.00	$ 23.00	$ -
Chef	6	$ 25.00	$ 30.00	$ 27.50	$ -
Concreter	5	$ 25.00	$ 35.00	$ 27.50	$ -
Plumber	4	$ 25.00	$ 35.00	$ 30.00	$ -
Bridge Worker	4	$ 25.00	$ 35.00	$ 27.50	$ -
Survey Field Hand	3	$ 25.00	$ 35.00	$ 28.00	$ -
Road / Bridge Performance Tester	2	$ 23.00	$ 35.00	$ 28.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category D serviced by Kelly Services)

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 2.20	$ 2.75	$ 3.00	$ 4.00
1 month or less	$ 2.90	$ 3.40	$ 4.00	$ 4.50
Greater than 1 month	$ 2.75	$ 3.20	$ 3.85	$ 4.50

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	10.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 0 to 1 month = 6% starting salary, 1 to 2 months= 5% starting salary, 2 to 3 months 4% starting salary, 3 months plus = $0 charge

Total Maximum Charge	$ 5,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- N/A

ORGANISATION NAME:- FINITE RECRUITMENT (Category D serviced by Kelly Services)

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 20.55	$ 27.00	$ 22.00	$ 500.00
Road Worker	435	$ 20.00	$ 30.00	$ 25.00	$ 500.00
Storeperson	204	$ 19.11	$ 28.00	$ 21.00	$ 500.00
Driver /Truck Driver / Tow Truck Driver	197	$ 20.32	$ 32.00	$ 27.00	$ 500.00
Track Worker / Labourer	172	$ 17.44	$ 27.00	$ 25.00	$ 500.00
Cleaner	112	$ 18.33	$ 21.00	$ 20.00	$ 500.00
Storeman and Packer	89	$ 19.11	$ 28.00	$ 21.00	$ 500.00
Carpenter	50	$ 33.32	$ 40.00	$ 35.00	$ 750.00
Tradesperson's / Technician's Assistant	47	$ 22.24	$ 30.00	$ 25.00	$ 500.00
Kitchenhand	36	$ 18.77	$ 22.00	$ 20.00	$ 500.00
Road Traffic Controller	25	$ 21.66	$ 28.00	$ 23.00	$ 500.00
Electrician	24	$ 22.96	$ 35.00	$ 33.00	$ 750.00
Building Services Employee	19	$ 19.16	$ 40.00	$ 35.00	$ 750.00
Security Officer	16	$ 19.78	$ 30.00	$ 25.00	$ 500.00
Plant Operator	16	$ 19.23	$ 35.00	$ 25.00	$ 500.00
Maintenance Patrolman	14	$ 25.89	$ 40.00	$ 35.00	$ 750.00
Mechanic	13	$ 19.54	$ 40.00	$ 32.00	$ 750.00
Painter	10	$ 22.24	$ 30.00	$ 27.00	$ 500.00
Leading Hand	9	$ 26.02	$ 45.00	$ 35.00	$ 750.00
Waiter	8	$ 18.77	$ 25.00	$ 20.00	$ 500.00
Landscape Gardener	8	$ 20.27	$ 27.00	$ 24.00	$ 500.00
Team Leader	7	$ 27.33	$ 35.00	$ 30.00	$ 750.00
Maintenance Handyman	7	$ 18.13	$ 25.00	$ 25.00	$ 500.00
Chef	6	$ 23.58	$ 45.00	$ 28.00	$ 500.00
Concreter	5	$ 21.40	$ 40.00	$ 33.00	$ 750.00
Plumber	4	$ 20.33	$ 40.00	$ 33.00	$ 750.00
Bridge Worker	4	$ 20.54	$ 35.00	$ 30.00	$ 750.00
Survey Field Hand	3	$ 21.00	$ 35.00	$ 30.00	$ 750.00
Road / Bridge Performance Tester	2	$ 23.89	$ 80.00	$ 70.00	$ 1,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Duration (Months)	Usage	30%	43%	25%	2%
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 1.68	$ 2.55	$ 3.75	$ 4.39
1 month or less	$ 2.47	$ 3.62	$ 4.92	$ 6.60
Greater than 1 month	$ 2.47	$ 3.54	$ 4.43	$ 5.90

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	6.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Our fee for temporary to permanent placements in this category is a flat fee of $1000 across all roles.

Total Maximum Charge	$ 1,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 18.41	$ 25.00	$ 19.50	$ 1,750.00
Road Worker	435	$ 18.41	$ 25.00	$ 19.50	$ 1,750.00
Storeperson	204	$ 18.41	$ 25.00	$ 20.00	$ 1,750.00
Driver /Truck Driver / Tow Truck Driver	197	$ 19.67	$ 35.00	$ 24.00	$ 2,350.00
Track Worker / Labourer	172	$ 22.00	$ 32.00	$ 26.00	$ 2,350.00
Cleaner	112	$ 18.41	$ 23.00	$ 19.40	$ 1,750.00
Storeman and Packer	89	$ 18.41	$ 25.00	$ 20.00	$ 1,750.00
Carpenter	50	$ 25.00	$ 37.00	$ 30.00	$ 2,350.00
Tradesperson's / Technician's Assistant	47	$ 25.00	$ 38.00	$ 27.00	$ 2,350.00
Kitchenhand	36	$ 17.50	$ 27.00	$ 19.40	$ 1,750.00
Road Traffic Controller	25	$ 26.00	$ 38.00	$ 30.00	$ 2,350.00
Electrician	24	$ 26.00	$ 40.00	$ 32.00	$ 2,350.00
Building Services Employee	19	$ 26.00	$ 38.00	$ 32.00	$ 2,350.00
Security Officer	16	$ 25.00	$ 35.00	$ 27.00	$ 2,350.00
Plant Operator	16	$ 28.00	$ 40.00	$ 32.00	$ 2,350.00
Maintenance Patrolman	14	$ 26.00	$ 38.00	$ 30.00	$ 2,350.00
Mechanic	13	$ 25.00	$ 38.00	$ 32.00	$ 2,350.00
Painter	10	$ 26.00	$ 38.00	$ 30.00	$ 2,350.00
Leading Hand	9	$ 32.00	$ 45.00	$ 37.00	$ 2,560.00
Waiter	8	$ 17.50	$ 25.00	$ 19.40	$ 1,750.00
Landscape Gardener	8	$ 18.00	$ 29.00	$ 20.00	$ 1,750.00
Team Leader	7	$ 34.00	$ 55.00	$ 39.00	$ 2,560.00
Maintenance Handyman	7	$ 25.00	$ 38.00	$ 31.00	$ 2,350.00
Chef	6	$ 20.00	$ 35.00	$ 25.00	$ 2,350.00
Concreter	5	$ 26.00	$ 38.00	$ 28.00	$ 2,350.00
Plumber	4	$ 27.00	$ 40.00	$ 34.00	$ 2,350.00
Bridge Worker	4	$ 25.00	$ 40.00	$ 28.00	$ 2,350.00
Survey Field Hand	3	$ 30.00	$ 45.00	$ 37.00	$ 2,560.00
Road / Bridge Performance Tester	2	$ 33.00	$ 45.00	$ 40.00	$ 2,560.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 2.31	$ 2.74	$ 3.03	$ 3.18
1 month or less	$ 2.60	$ 3.58	$ 5.33	$ 6.10
Greater than 1 month	$ 2.40	$ 3.30	$ 4.92	$ 5.64

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	5.50%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

None Charged

ORGANISATION NAME:- Ross Human Directions Limited

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 18.45	$ 24.00	$ 18.45	$ 1,422.72
Road Worker	435	$ 19.94	$ 24.00	$ 19.94	$ 1,422.72
Storeperson	204	$ 19.11	$ 23.00	$ 19.11	$ 1,422.72
Driver /Truck Driver / Tow Truck Driver	197	$ 21.54	$ 26.00	$ 21.54	$ 1,659.84
Track Worker / Labourer	172	$ 19.94	$ 24.00	$ 19.94	$ 1,422.72
Cleaner	112	$ 18.70	$ 24.00	$ 18.70	$ 1,422.72
Storeman and Packer	89	$ 19.11	$ 24.00	$ 19.11	$ 1,422.72
Carpenter	50	$ 23.78	$ 30.00	$ 23.78	$ 1,659.84
Tradesperson's / Technician's Assistant	47	$ 19.94	$ 27.00	$ 19.94	$ 1,422.72
Kitchenhand	36	$ 18.01	$ 24.00	$ 18.01	$ 1,422.72
Road Traffic Controller	25	$ 19.96	$ 27.00	$ 19.96	$ 1,422.72
Electrician	24	$ 23.81	$ 32.00	$ 23.81	$ 1,659.84
Building Services Employee	19	$ 22.25	$ 27.00	$ 22.25	$ 1,659.84
Security Officer	16	$ 20.39	$ 24.00	$ 20.39	$ 1,659.84
Plant Operator	16	$ 22.80	$ 30.00	$ 22.80	$ 1,659.84
Maintenance Patrolman	14	$ 21.09	$ 27.00	$ 21.09	$ 1,659.84
Mechanic	13	$ 24.57	$ 32.00	$ 24.57	$ 1,659.84
Painter	10	$ 23.12	$ 32.00	$ 23.12	$ 1,659.84
Leading Hand	9	$ 23.00	$ 27.00	$ 23.00	$ 1,659.84
Waiter	8	$ 18.85	$ 24.00	$ 18.85	$ 1,422.72
Landscape Gardener	8	$ 22.90	$ 27.00	$ 22.90	$ 1,659.84
Team Leader	7	$ 23.00	$ 27.00	$ 23.00	$ 1,659.84
Maintenance Handyman	7	$ 21.09	$ 27.00	$ 21.09	$ 1,659.84
Chef	6	$ 22.63	$ 27.00	$ 22.63	$ 1,659.84
Concreter	5	$ 24.36	$ 30.00	$ 24.36	$ 1,659.84
Plumber	4	$ 23.64	$ 32.00	$ 23.64	$ 1,659.84
Bridge Worker	4	$ 24.36	$ 30.00	$ 24.36	$ 1,659.84
Survey Field Hand	3	$ 19.47	$ 35.00	$ 19.47	$ 1,422.72
Road / Bridge Performance Tester	2	$ 28.78	$ 35.00	$ 28.77	$ 1,659.84

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- RUBICOR GROUP

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 2.45	$ 2.45	$ 2.45	$ 2.45
1 month or less	$ 3.00	$ 3.00	$ 3.00	$ 3.00
Greater than 1 month	$ 2.90	$ 2.90	$ 2.90	$ 2.90

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	5.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- Our formula is based on a percentage calculation of the Total Remuneration Package (TRP) offered to the candidate and the length of time they have operated under the original temporary contract.
TRP will be include base salary and superannuation
- 0 – 4 weeks service in original temporary contract Fee of 5% of TRP
- 4 – 8 weeks service in original temporary contract Fee of 4% of TRP

Total Maximum Charge	$ 2,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- RUBICOR GROUP

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 19.00	$ 22.00	$ 20.00	$ -
Road Worker	435	$ 20.00	$ 23.00	$ 22.00	$ -
Storeperson	204	$ 19.00	$ 23.00	$ 22.00	$ -
Driver /Truck Driver / Tow Truck Driver	197	$ 20.00	$ 25.00	$ 23.00	$ -
Track Worker / Labourer	172	$ 20.00	$ 23.00	$ 22.00	$ -
Cleaner	112	$ 20.00	$ 22.00	$ 20.00	$ -
Storeman and Packer	89	$ 19.00	$ 21.00	$ 21.00	$ -
Carpenter	50	$ 23.00	$ 26.00	$ 25.00	$ -
Tradesperson's / Technician's Assistant	47	$ 20.00	$ 24.00	$ 24.00	$ -
Kitchenhand	36	$ 19.00	$ 21.00	$ 20.00	$ -
Road Traffic Controller	25	$ 19.00	$ 21.00	$ 20.00	$ -
Electrician	24	$ 25.00	$ 33.00	$ 34.00	$ -
Building Services Employee	19	$ 20.00	$ 23.00	$ 23.00	$ -
Security Officer	16	$ 21.00	$ 23.00	$ 22.00	$ -
Plant Operator	16	$ 22.00	$ 23.00	$ 23.00	$ -
Maintenance Patrolman	14	$ 23.00	$ 28.00	$ 27.00	$ -
Mechanic	13	$ 25.00	$ 30.00	$ 28.00	$ -
Painter	10	$ 23.00	$ 26.00	$ 25.00	$ -
Leading Hand	9	$ 27.00	$ 35.00	$ 28.00	$ -
Waiter	8	$ 20.00	$ 23.00	$ 22.00	$ -
Landscape Gardener	8	$ 20.00	$ 23.00	$ 22.00	$ -
Team Leader	7	$ 25.00	$ 28.00	$ 27.00	$ -
Maintenance Handyman	7	$ 20.00	$ 23.00	$ 22.00	$ -
Chef	6	$ 21.00	$ 30.00	$ 26.00	$ -
Concreter	5	$ 21.00	$ 25.00	$ 24.00	$ -
Plumber	4	$ 25.00	$ 33.00	$ 29.00	$ -
Bridge Worker	4	$ 21.00	$ 25.00	$ 22.00	$ -
Survey Field Hand	3	$ 21.00	$ 25.00	$ 23.00	$ -
Road / Bridge Performance Tester	2	$ 25.00	$ 35.00	$ 29.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Workforce International

INDUSTRIAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	2%	1%	1%	1%	0%
1 month or less	87%	26%	37%	22%	2%
Greater than 1 month	11%	3%	5%	3%	0%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $20.00	$20.01 - $35.00	$35.01 - $47.00	$47.01+
Payroll Only	$ 1.94	$ 1.94	$ 1.94	$ 1.94
1 month or less	$ 3.23	$ 3.23	$ 3.86	$ 4.10
Greater than 1 month	$ 2.95	$ 2.95	$ 3.51	$ 3.86

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	8.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 7% of Category D Average Annual Salary of $36,000

Total Maximum Charge	$ 2,520.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- N.A.

ORGANISATION NAME:- Workforce International

INDUSTRIAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Labourer - Various	443	$ 19.15	$ 26.75	$ 22.00	n/a
Road Worker	435	$ 20.40	$ 28.56	$ 23.50	n/a
Storeperson	204	$ 19.51	$ 27.45	$ 21.50	n/a
Driver /Truck Driver / Tow Truck Driver	197	$ 21.33	$ 27.86	$ 26.50	n/a
Track Worker / Labourer	172	$ 20.40	$ 28.56	$ 23.50	n/a
Cleaner	112	$ 18.12	$ 25.36	$ 21.50	n/a
Storeman and Packer	89	$ 19.81	$ 25.45	$ 21.00	n/a
Carpenter	50	$ 20.34	$ 28.45	$ 27.50	n/a
Tradesperson's / Technician's Assistant	47	$ 18.05	$ 25.27	$ 24.00	n/a
Kitchenhand	36	$ 19.38	$ 24.34	$ 22.00	n/a
Road Traffic Controller	25	$ 22.14	$ 31.00	$ 21.50	n/a
Electrician	24	$ 23.40	$ 38.76	$ 34.00	n/a
Building Services Employee	19	$ 20.32	$ 26.45	$ 24.00	n/a
Security Officer	16	$ 20.42	$ 27.58	$ 22.00	n/a
Plant Operator	16	$ 21.59	$ 30.22	$ 26.00	n/a
Maintenance Patrolman	14	$ 21.59	$ 30.22	$ 28.00	n/a
Mechanic	13	$ 21.59	$ 30.22	$ 28.00	n/a
Painter	10	$ 20.31	$ 28.45	$ 27.00	n/a
Leading Hand	9	$ 19.92	$ 27.57	$ 25.00	n/a
Waiter	8	$ 20.91	$ 28.27	$ 22.00	n/a
Landscape Gardener	8	$ 20.91	$ 28.27	$ 22.00	n/a
Team Leader	7	$ 20.91	$ 28.27	$ 22.00	n/a
Maintenance Handyman	7	$ 20.32	$ 28.27	$ 22.00	n/a
Chef	6	$ 20.41	$ 28.27	$ 26.00	n/a
Concreter	5	$ 18.56	$ 28.91	$ 25.00	n/a
Plumber	4	$ 20.56	$ 38.54	$ 35.00	n/a
Bridge Worker	4	$ 18.90	$ 26.46	$ 23.00	n/a
Survey Field Hand	3	$ 20.32	$ 28.45	$ 26.00	n/a
Road / Bridge Performance Tester	2	$ 20.32	$ 28.45	$ 25.00	n/a

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Chandler Macleod Group

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	**Usage**	**28%**	**46%**	**20%**	**6%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**34%**	10%	16%	7%	2%
Greater than 3 months - 6 months	**29%**	8%	13%	6%	2%
Greater than 6 months	**34%**	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 3.61	$ 4.27	$ 5.05	$ 5.80
3 months or less	$ 4.68	$ 5.45	$ 7.67	$ 9.15
Greater than 3 months - 6 months	$ 4.29	$ 4.98	$ 6.62	$ 8.04
Greater than 6 months	$ 3.90	$ 4.63	$ 6.10	$ 7.14

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**2.00%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 40 hour week X the Marginin greater than 1 - 3 months (highest pay point) = $385.2 X 13 Weeks = $5,007.60

Total Maximum Charge	**$ 5,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Chandler Macleod Group

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	**143**	$ 25.00	$ 110.00	$ 70.00	$ 8,300.00
Project Manager/Officer	**117**	$ 30.00	$ 150.00	$ 90.00	$ 9,900.00
Surveyor / Engineering Surveyor	**35**	$ 25.00	$ 100.00	$ 45.00	$ 6,500.00
Project Engineer	**31**	$ 25.00	$ 90.00	$ 65.00	$ 8,300.00
Town Planner	**27**	$ 25.00	$ 110.00	$ 80.00	$ 9,900.00
Environmental Officer/Scientist	**21**	$ 25.00	$ 90.00	$ 55.00	$ 8,300.00
Architect	**13**	$ 25.00	$ 90.00	$ 50.00	$ 8,300.00
OHS&R / Safety Compliance Officer/Manager	**10**	$ 30.00	$ 75.00	$ 60.00	$ 8,300.00
Project Planner/Cost Engineer	**10**	$ 25.00	$ 90.00	$ 65.00	$ 8,300.00
Quality Assurance /Quality Control Manager	**5**	$ 30.00	$ 75.00	$ 60.00	$ 8,300.00
Geographic Information Specialist	**4**	$ 25.00	$ 85.00	$ 55.00	$ 8,300.00
Archaeology and Heritage Advisor	**2**	$ 25.00	$ 130.00	$ 75.00	$ 9,900.00
Hydrologist	**2**	$ 25.00	$ 100.00	$ 70.00	$ 8,300.00

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Clicks Recruitment

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	**Usage**	**28%**	**46%**	**20%**	**6%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**34%**	10%	16%	7%	2%
Greater than 3 months - 6 months	**29%**	8%	13%	6%	2%
Greater than 6 months	**34%**	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 2.44	$ 2.93	$ 3.22	$ 3.42
3 months or less	$ 3.81	$ 3.81	$ 4.40	$ 4.40
Greater than 3 months - 6 months	$ 3.81	$ 3.81	$ 4.20	$ 4.20
Greater than 6 months	$ 3.42	$ 3.81	$ 4.20	$ 4.20

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**0.72%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Total Maximum Charge	**$ -**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Clicks Recruitment

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	**143**	$ 35.00	$ 70.00	$ 50.00	$ -
Project Manager/Officer	**117**	$ 30.00	$ 60.00	$ 40.00	$ -
Surveyor / Engineering Surveyor	**35**	$ 45.00	$ 70.00	$ 55.00	$ -
Project Engineer	**31**	$ 45.00	$ 75.00	$ 55.00	$ -
Town Planner	**27**	$ 25.00	$ 35.00	$ 32.00	$ -
Environmental Officer/Scientist	**21**	$ 28.00	$ 49.00	$ 35.00	$ -
Architect	**13**	$ 40.00	$ 55.00	$ 55.00	$ -
OHS&R / Safety Compliance Officer/Manager	**10**	$ 25.00	$ 40.00	$ 32.00	$ -
Project Planner/Cost Engineer	**10**	$ 40.00	$ 60.00	$ 50.00	$ -
Quality Assurance /Quality Control Manager	**5**	$ 35.00	$ 55.00	$ 38.00	$ -
Geographic Information Specialist	**4**	$ 55.00	$ 75.00	$ 72.00	$ -
Archaeology and Heritage Advisor	**2**	$ 55.00	$ 75.00	$ 72.00	$ -
Hydrologist	**2**	$ 55.00	$ 75.00	$ 72.00	$ -

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category E serviced by Conduit Pty Ltd/ Kelly Services)

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	Usage	28%	46%	20%	6%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	34%	10%	16%	7%	2%
Greater than 3 months - 6 months	29%	8%	13%	6%	2%
Greater than 6 months	34%	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 2.20	$ 2.75	$ 4.00	$ 4.00
3 months or less	$ 4.25	$ 6.20	$ 7.50	$ 7.50
Greater than 3 months - 6 months	$ 4.00	$ 6.00	$ 7.30	$ 7.50
Greater than 6 months	$ 3.75	$ 5.70	$ 7.10	$ 7.30

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- within 1st Month = 15%; within 2nd Month = 13%; within 3rd Month = 11%

Total Maximum Charge	**$ 14,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- FINITE RECRUITMENT (Category E serviced by Conduit Pty Ltd/ Kelly Services)

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	143	$ 30.00	$ 90.00	$ 65.00	$ 1,500.00
Project Manager/Officer	117	$ 40.00	$ 100.00	$ 75.00	$ 1,500.00
Surveyor / Engineering Surveyor	35	$ 30.00	$ 90.00	$ 65.00	$ 1,500.00
Project Engineer	31	$ 40.00	$ 80.00	$ 60.00	$ 1,500.00
Town Planner	27	$ 25.00	$ 85.00	$ 55.00	$ 1,500.00
Environmental Officer/Scientist	21	$ 25.00	$ 60.00	$ 50.00	$ 1,250.00
Architect	13	$ 25.00	$ 80.00	$ 55.00	$ 1,500.00
OHS&R / Safety Compliance Officer/Manager	10	$ 30.00	$ 60.00	$ 45.00	$ 1,000.00
Project Planner/Cost Engineer	10	$ 30.00	$ 90.00	$ 65.00	$ 1,500.00
Quality Assurance /Quality Control Manager	5	$ 40.00	$ 80.00	$ 70.00	$ 1,500.00
Geographic Information Specialist	4	$ 30.00	$ 85.00	$ 70.00	$ 1,500.00
Archaeology and Heritage Advisor	2	$ 30.00	$ 90.00	$ 70.00	$ 1,500.00
Hydrologist	2	$ 30.00	$ 80.00	$ 65.00	$ 1,250.00

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	Usage	28%	46%	20%	6%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	34%	10%	16%	7%	2%
Greater than 3 months - 6 months	29%	8%	13%	6%	2%
Greater than 6 months	34%	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 1.98	$ 1.98	$ 1.98	$ 1.98
3 months or less	$ 4.95	$ 5.45	$ 6.44	$ 6.44
Greater than 3 months - 6 months	$ 5.45	$ 5.45	$ 6.44	$ 6.44
Greater than 6 months	$ 4.95	$ 5.45	$ 5.94	$ 6.44

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Less than 1 month service a fee of $2500 + GST will be charged: Between 1-2 months of service a fee of $1500 + GST will be charged

and between 2-3 months service a fee of $1000 + GST will be chargedIndicate Formula:-

Total Maximum Charge	$ 3,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	143	$ 50.00	$ 110.00	$ 70.00	$ -
Project Manager/Officer	117	$ 50.00	$ 110.00	$ 70.00	$ -
Surveyor / Engineering Surveyor	35	$ 40.00	$ 120.00	$ 80.00	$ -
Project Engineer	31	$ 40.00	$ 80.00	$ 65.00	$ -
Town Planner	27	$ 35.00	$ 110.00	$ 70.00	$ -
Environmental Officer/Scientist	21	$ 35.00	$ 70.00	$ 50.00	$ -
Architect	13	$ 60.00	$ 140.00	$ 90.00	$ -
OHS&R / Safety Compliance Officer/Manager	10	$ 50.00	$ 90.00	$ 70.00	$ -
Project Planner/Cost Engineer	10	$ 35.00	$ 85.00	$ 60.00	$ -
Quality Assurance /Quality Control Manager	5	$ 30.00	$ 80.00	$ 55.00	$ -
Geographic Information Specialist	4	$ 50.00	$ 80.00	$ 55.00	$ -
Archaeology and Heritage Advisor	2	$ 60.00	$ 140.00	$ 90.00	$ -
Hydrologist	2	$ 50.00	$ 90.00	$ 65.00	$ -

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- IPA Personnel Pty Ltd

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	**Usage**	**28%**	**46%**	**20%**	**6%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**34%**	10%	16%	7%	2%
Greater than 3 months - 6 months	**29%**	8%	13%	6%	2%
Greater than 6 months	**34%**	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 2.80	$ 3.40	$ 5.00	$ 5.00
3 months or less	$ 4.20	$ 5.00	$ 6.50	$ 10.00
Greater than 3 months - 6 months	$ 4.20	$ 5.00	$ 6.50	$ 10.00
Greater than 6 months	$ 4.20	$ 5.00	$ 6.50	$ 10.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**2.50%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-
0 to less than 4 weeks Employment: 9.5% of Salary Package (inc super)
4 weeks to less than 8 weeks: 7.5% of Salary Package (inc super)
8 weeks to 13 weeks: 5.5% of Salary Package (inc super)
Greater than 13 weeks: No fee payable

Total Maximum Charge	**$ 12,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-N/A

ORGANISATION NAME:- IPA Personnel Pty Ltd

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	**143**	$ 56.25	$ 187.50	$ 125.00	$ 3,952.00
Project Manager/Officer	**117**	$ 93.75	$ 200.00	$ 162.50	$ 5,138.00
Surveyor / Engineering Surveyor	**35**	$ 62.50	$ 118.75	$ 100.00	$ 3,162.00
Project Engineer	**31**	$ 62.50	$ 150.00	$ 118.75	$ 3,754.00
Town Planner	**27**	$ 62.50	$ 137.50	$ 118.75	$ 3,754.00
Environmental Officer/Scientist	**21**	$ 81.25	$ 187.50	$ 150.00	$ 4,742.00
Architect	**13**	$ 75.00	$ 187.50	$ 150.00	$ 4,742.00
OHS&R / Safety Compliance Officer/Manager	**10**	$ 62.50	$ 118.75	$ 106.25	$ 3,359.00
Project Planner/Cost Engineer	**10**	$ 81.25	$ 206.25	$ 162.50	$ 5,138.00
Quality Assurance /Quality Control Manager	**5**	$ 62.50	$ 106.25	$ 93.75	$ 2,964.00
Geographic Information Specialist	**4**	$ 56.25	$ 87.50	$ 81.25	$ 2,569.00
Archaeology and Heritage Advisor	**2**	$ 56.25	$ 87.50	$ 85.00	$ 2,687.00
Hydrologist	**2**	$ 81.25	$ 225.00	$ 168.75	$ 5,335.00

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	Usage	28%	46%	20%	6%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	34%	10%	16%	7%	2%
Greater than 3 months - 6 months	29%	8%	13%	6%	2%
Greater than 6 months	34%	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 2.74	$ 3.18	$ 3.76	$ 3.90
3 months or less	$ 4.90	$ 6.30	$ 9.10	$ 10.50
Greater than 3 months - 6 months	$ 4.55	$ 5.85	$ 8.45	$ 9.75
Greater than 6 months	$ 4.20	$ 5.40	$ 7.80	$ 9.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.10%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 10% of starting salary package (basic salary + super @ 9%)

Total Maximum Charge	**$ 9,265.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- Ross Human Directions Limited

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	143	$ 30.00	$ 110.00	$ 70.00	$ 10,551.84
Project Manager/Officer	117	$ 45.00	$ 80.00	$ 60.00	$ 10,551.84
Surveyor / Engineering Surveyor	35	$ 45.00	$ 60.00	$ 55.00	$ 10,551.84
Project Engineer	31	$ 50.00	$ 90.00	$ 75.00	$ 10,551.84
Town Planner	27	$ 35.00	$ 50.00	$ 45.00	$ 6,165.12
Environmental Officer/Scientist	21	$ 30.00	$ 50.00	$ 40.00	$ 6,165.12
Architect	13	$ 30.00	$ 65.00	$ 38.00	$ 6,165.12
OHS&R / Safety Compliance Officer/Manager	10	$ 35.00	$ 60.00	$ 50.00	$ 10,551.84
Project Planner/Cost Engineer	10	$ 80.00	$ 100.00	$ 90.00	$ 13,041.60
Quality Assurance /Quality Control Manager	5	$ 30.00	$ 65.00	$ 55.00	$ 10,551.84
Geographic Information Specialist	4	$ 25.00	$ 45.00	$ 32.00	$ 7,526.40
Archaeology and Heritage Advisor	2	$ 30.00	$ 35.00	$ 35.00	$ 4,268.16
Hydrologist	2	$ 52.00	$ 120.00	$ 90.00	$ 13,041.60

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

Talent International

PROFESSIONAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Duration (Months)	**Usage**	**28%**	**46%**	**20%**	**6%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**34%**	10%	16%	7%	2%
Greater than 3 months - 6 months	**29%**	8%	13%	6%	2%
Greater than 6 months	**34%**	10%	16%	7%	2%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $50.00	$50.01 - $75.00	$75.01+
Payroll Only	$ 3.25	$ 3.70	$ 4.36	$ 4.75
3 months or less	$ 5.47	$ 6.10	$ 6.72	$ 7.30
Greater than 3 months - 6 months	$ 5.47	$ 6.10	$ 6.72	$ 7.30
Greater than 6 months	$ 5.47	$ 6.10	$ 6.72	$ 7.30

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**1.00%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

4% of annual salary package (Base + superannuation)

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Talent International

PROFESSIONAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Engineer - Various*	**143**	$ 32.00	$ 90.00	$ 60.00	$ 2,000.00
Project Manager/Officer	**117**	$ 30.00	$ 75.00	$ 60.00	$ 2,000.00
Surveyor / Engineering Surveyor	**35**	$ 50.00	$ 100.00	$ 88.00	$ 2,000.00
Project Engineer	**31**	$ 32.00	$ 77.00	$ 50.00	$ 2,000.00
Town Planner	**27**	$ 40.00	$ 60.00	$ 55.00	$ 2,000.00
Environmental Officer/Scientist	**21**	$ 43.00	$ 68.00	$ 55.00	$ 2,000.00
Architect	**13**	$ 38.00	$ 73.00	$ 61.00	$ 2,000.00
OHS&R / Safety Compliance Officer/Manager	**10**	$ 26.00	$ 68.00	$ 60.00	$ 2,000.00
Project Planner/Cost Engineer	**10**	$ 33.00	$ 100.00	$ 80.00	$ 2,000.00
Quality Assurance /Quality Control Manager	**5**	$ 22.00	$ 47.00	$ 35.00	$ 2,000.00
Geographic Information Specialist	**4**	$ 27.00	$ 55.00	$ 42.00	$ 2,000.00
Archaeology and Heritage Advisor	**2**	$ 60.00	$ 100.00	$ 85.00	$ 2,000.00
Hydrologist	**2**	$ 30.00	$ 88.00	$ 70.00	$ 2,000.00

Engineer - Various* includes, but is not limited to Bridge, Chemical, Civil, Construction, Electrical, Electronic, Industrial, Mechanical, Maintenance & Traffic

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Chandler Macleod Group

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Duration (Months)	Usage	30%	47%	20%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	40%	12%	19%	8%	1%
Greater than 3 months - 6 months	22%	7%	10%	4%	1%
Greater than 6 months	35%	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.95	$ 3.75	$ 4.63	$ 5.44
3 months or less	$ 4.12	$ 5.17	$ 6.38	$ 7.38
Greater than 3 months - 6 months	$ 3.73	$ 4.76	$ 5.91	$ 6.99
Greater than 6 months	$ 3.34	$ 4.15	$ 5.27	$ 6.22

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-40 hour week X the Marginin greater than 1 - 3 months (highest pay point) = $310.80X 13 Weeks = $4,040.40

Total Maximum Charge	$ 4,000.00

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Chandler Macleod Group

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fe
Clerk of Works	72	$ 30.00	$ 70.00	$ 50.00	$ 6,700.00
Technical Officer	56	$ 25.00	$ 80.00	$ 55.00	$ 6,700.00
Drafter	52	$ 35.00	$ 75.00	$ 50.00	$ 6,700.00
Facilities or Property Officer/Manager	31	$ 35.00	$ 100.00	$ 70.00	$ 8,500.00
Surveyor's Assistant	17	$ 25.00	$ 45.00	$ 35.00	$ 5,990.00
Technician - Engineering / Science / Laboratory / Processing	16	$ 26.00	$ 55.00	$ 42.00	$ 5,990.00
Site/Works Supervisor	14	$ 28.00	$ 75.00	$ 55.00	$ 6,700.00
Engineering Associate/Technician	13	$ 35.00	$ 60.00	$ 48.00	$ 6,700.00
Development Officer/Manager	12	$ 30.00	$ 80.00	$ 55.00	$ 6,700.00
Interior Designer	6	$ 25.00	$ 65.00	$ 50.00	$ 6,700.00
Asset Officer/Manager	5	$ 40.00	$ 60.00	$ 50.00	$ 6,700.00
Inspector	5	$ 40.00	$ 65.00	$ 50.00	$ 6,700.00
Designer - Construction / Industrial	4	$ 40.00	$ 80.00	$ 55.00	$ 6,700.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Clicks Recruitment

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Duration (Months)	**Usage**	**30%**	**47%**	**20%**	**3%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**40%**	12%	19%	8%	1%
Greater than 3 months - 6 months	**22%**	7%	10%	4%	1%
Greater than 6 months	**35%**	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 1.86	$ 2.44	$ 2.93	$ 2.93
3 months or less	$ 3.42	$ 4.20	$ 4.79	$ 4.79
Greater than 3 months - 6 months	$ 3.42	$ 3.91	$ 4.79	$ 4.79
Greater than 6 months	$ 3.22	$ 3.42	$ 3.62	$ 3.62

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**0.72%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Total Maximum Charge	**$ -**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Clicks Recruitment

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Clerk of Works	**72**	$ 30.00	$ 40.00	$ 35.00	$ -
Technical Officer	**56**	$ 30.00	$ 40.00	$ 35.00	$ -
Drafter	**52**	$ 42.00	$ 60.00	$ 49.00	$ -
Facilities or Property Officer/Manager	**31**	$ 42.00	$ 60.00	$ 49.00	$ -
Surveyor's Assistant	**17**	$ 30.00	$ 45.00	$ 41.00	$ -
Technician - Engineering / Science / Laboratory / Processing	**16**	$ 30.00	$ 50.00	$ 40.00	$ -
Site/Works Supervisor	**14**	$ 42.00	$ 60.00	$ 52.00	$ -
Engineering Associate/Technician	**13**	$ 35.00	$ 45.00	$ 40.00	$ -
Development Officer/Manager	**12**	$ 35.00	$ 55.00	$ 45.00	$ -
Interior Designer	**6**	$ 35.00	$ 55.00	$ 46.00	$ -
Asset Officer/Manager	**5**	$ 38.00	$ 60.00	$ 49.00	$ -
Inspector	**5**	$ 38.00	$ 60.00	$ 49.00	$ -
Designer - Construction / Industrial	**4**	$ 38.00	$ 60.00	$ 49.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category F serviced by Conduit Pty Ltd/ Kelly Services)

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	40%	12%	19%	8%	1%
Greater than 3 months - 6 months	22%	7%	10%	4%	1%
Greater than 6 months	35%	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.20	$ 2.75	$ 4.00	$ 5.00
3 months or less	$ 4.20	$ 4.90	$ 6.80	$ 7.50
Greater than 3 months - 6 months	$ 4.20	$ 4.90	$ 6.80	$ 7.50
Greater than 6 months	$ 3.70	$ 4.50	$ 6.20	$ 7.30

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- within 1st Month = 15%; within 2nd Month = 13%; within 3rd Month = 11%

Total Maximum Charge	**$ 14,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- FINITE RECRUITMENT (Category F serviced by Conduit Pty Ltd/ Kelly Services)

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fe
Clerk of Works	72	$ 35.00	$ 80.00	$ 50.00	$ 1,250.00
Technical Officer	56	$ 20.00	$ 30.00	$ 23.00	$ 1,000.00
Drafter	52	$ 25.00	$ 95.00	$ 35.00	$ 1,250.00
Facilities or Property Officer/Manager	31	$ 35.00	$ 80.00	$ 50.00	$ 1,500.00
Surveyor's Assistant	17	$ 25.00	$ 55.00	$ 40.00	$ 1,000.00
Technician - Engineering / Science / Laboratory / Processing	16	$ 20.00	$ 30.00	$ 27.00	$ 1,000.00
Site/Works Supervisor	14	$ 35.00	$ 85.00	$ 55.00	$ 1,500.00
Engineering Associate/Technician	13	$ 35.00	$ 80.00	$ 45.00	$ 1,500.00
Development Officer/Manager	12	$ 40.00	$ 140.00	$ 80.00	$ 1,500.00
Interior Designer	6	$ 30.00	$ 75.00	$ 40.00	$ 1,250.00
Asset Officer/Manager	5	$ 40.00	$ 85.00	$ 60.00	$ 1,500.00
Inspector	5	$ 30.00	$ 65.00	$ 40.00	$ 1,500.00
Designer - Construction / Industrial	4	$ 35.00	$ 80.00	$ 45.00	$ 1,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	40%	12%	19%	8%	1%
Greater than 3 months - 6 months	22%	7%	10%	4%	1%
Greater than 6 months	35%	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 1.98	$ 1.98	$ 1.98	$ 1.98
3 months or less	$ 4.95	$ 5.45	$ 5.94	$ 6.44
Greater than 3 months - 6 months	$ 5.45	$ 5.94	$ 6.44	$ 6.93
Greater than 6 months	$ 5.45	$ 5.45	$ 5.94	$ 6.44

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.90%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Less than 1 month service a fee of $2500 + GST will be charged: Between 1-2 months of service a fee of $1500 + GST will be charged and between 2-3 months service a fee of $1000 + GST will be chargedIndicate Formula:-

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fe
Clerk of Works	72	$ 25.00	$ 50.00	$ 35.00	$ -
Technical Officer	56	$ 25.00	$ 50.00	$ 33.00	$ -
Drafter	52	$ 30.00	$ 70.00	$ 50.00	$ -
Facilities or Property Officer/Manager	31	$ 25.00	$ 70.00	$ 40.00	$ -
Surveyor's Assistant	17	$ 25.00	$ 50.00	$ 30.00	$ -
Technician - Engineering / Science / Laboratory / Processing	16	$ 25.00	$ 50.00	$ 33.00	$ -
Site/Works Supervisor	14	$ 30.00	$ 70.00	$ 45.00	$ -
Engineering Associate/Technician	13	$ 30.00	$ 70.00	$ 40.00	$ -
Development Officer/Manager	12	$ 30.00	$ 75.00	$ 45.00	$ -
Interior Designer	6	$ 40.00	$ 90.00	$ 50.00	$ -
Asset Officer/Manager	5	$ 35.00	$ 80.00	$ 55.00	$ -
Inspector	5	$ 35.00	$ 70.00	$ 45.00	$ -
Designer - Construction / Industrial	4	$ 35.00	$ 70.00	$ 60.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Duration (Months)	Usage	30%	47%	20%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	40%	12%	19%	8%	1%
Greater than 3 months - 6 months	22%	7%	10%	4%	1%
Greater than 6 months	35%	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.35	$ 3.78	$ 5.88	$ 6.72
3 months or less	$ 4.35	$ 6.05	$ 9.47	$ 12.83
Greater than 3 months - 6 months	$ 4.24	$ 5.90	$ 9.23	$ 12.83
Greater than 6 months	$ 4.13	$ 5.75	$ 8.99	$ 12.83

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Our placement fee within the first 3 months is discounted to 11% in this category. Our formula is: Total Annual Salary (inclusive of Super) x 11%. Total Annual Salary = (Hourly personnel pay rate x 38 hours) x 52 weeks) x 1.09 Super i.e. ($80.00 pay rate x 38 hours per week x 52 weeks per annum) x 1.09 Super = $172,307.20. Total Salary x 11% fee = Total fee of $18953.79. Please note: this is the maximum charge rate based on our quoted maximum personnel pay rate for this category of $80.00. Our temp to perm fees will be

Total Maximum Charge	**$ 18,953.79**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Clerk of Works	72	$ 30.00	$ 65.00	$ 55.00	$ 7,860.00
Technical Officer	56	$ 35.00	$ 70.00	$ 53.00	$ 7,860.00
Drafter	52	$ 20.00	$ 60.00	$ 45.00	$ 5,000.00
Facilities or Property Officer/Manager	31	$ 30.00	$ 60.00	$ 45.00	$ 5,000.00
Surveyor's Assistant	17	$ 35.00	$ 45.00	$ 42.00	$ 5,000.00
Technician - Engineering / Science / Laboratory / Processing	16	$ 27.00	$ 45.00	$ 35.00	$ 5,000.00
Site/Works Supervisor	14	$ 40.00	$ 80.00	$ 55.00	$ 7,860.00
Engineering Associate/Technician	13	$ 35.00	$ 80.00	$ 55.00	$ 7,860.00
Development Officer/Manager	12	$ 35.00	$ 65.00	$ 60.00	$ 7,860.00
Interior Designer	6	$ 40.00	$ 65.00	$ 40.00	$ 5,000.00
Asset Officer/Manager	5	$ 30.00	$ 70.00	$ 45.00	$ 5,000.00
Inspector	5	$ 45.00	$ 60.00	$ 50.00	$ 7,860.00
Designer - Construction / Industrial	4	$ 35.00	$ 60.00	$ 42.00	$ 5,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Duration (Months)	Usage	30%	47%	20%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	40%	12%	19%	8%	1%
Greater than 3 months - 6 months	22%	7%	10%	4%	1%
Greater than 6 months	35%	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.54	$ 3.03	$ 3.61	$ 3.76
3 months or less	$ 3.92	$ 5.60	$ 8.40	$ 9.80
Greater than 3 months - 6 months	$ 3.64	$ 5.20	$ 7.80	$ 9.10
Greater than 6 months	$ 3.36	$ 4.80	$ 7.20	$ 8.40

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.10%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 10% of starting salary package (basic salary + super @ 9%)

Total Maximum Charge	**$ 7,630.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- Ross Human Directions Limited

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Clerk of Works	72	$ 35.00	$ 50.00	$ 43.00	$ 5,078.32
Technical Officer	56	$ 25.00	$ 40.00	$ 33.00	$ 5,078.32
Drafter	52	$ 30.00	$ 50.00	$ 40.00	$ 5,078.32
Facilities or Property Officer/Manager	31	$ 25.00	$ 45.00	$ 35.00	$ 5,078.32
Surveyor's Assistant	17	$ 20.00	$ 40.00	$ 30.00	$ 5,078.32
Technician - Engineering / Science / Laboratory / Processing	16	$ 23.00	$ 35.00	$ 28.00	$ 5,078.32
Site/Works Supervisor	14	$ 30.00	$ 50.00	$ 40.00	$ 5,078.32
Engineering Associate/Technician	13	$ 25.00	$ 60.00	$ 45.00	$ 5,078.32
Development Officer/Manager	12	$ 25.00	$ 45.00	$ 35.00	$ 5,078.32
Interior Designer	6	$ 22.00	$ 40.00	$ 33.00	$ 5,078.32
Asset Officer/Manager	5	$ 25.00	$ 60.00	$ 45.00	$ 5,078.32
Inspector	5	$ 30.00	$ 45.00	$ 38.00	$ 5,078.32
Designer - Construction / Industrial	4	$ 30.00	$ 50.00	$ 40.00	$ 5,078.32

NOTE: The volume figures above are based on historical data and are provided for information only.

Talent International

TECHNICAL CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Duration (Months)	**Usage**	**30%**	**47%**	**20%**	**3%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**40%**	12%	19%	8%	1%
Greater than 3 months - 6 months	**22%**	7%	10%	4%	1%
Greater than 6 months	**35%**	11%	16%	7%	1%

PAYG and Non-PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $28.00	$28.01 - $45.00	$45.01 - $70.00	$70.01+
Payroll Only	$ 2.60	$ 3.30	$ 4.10	$ 4.60
3 months or less	$ 4.68	$ 5.60	$ 5.80	$ 6.10
Greater than 3 months - 6 months	$ 4.68	$ 5.60	$ 5.80	$ 6.10
Greater than 6 months	$ 4.68	$ 5.60	$ 5.80	$ 6.10

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**5.00%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

A flat fee of $1000.00

Total Maximum Charge	**$ 1,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Talent International

TECHNICAL CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Clerk of Works	72	$ 35.00	$ 40.00	$ 37.00	$ 1,000.00
Technical Officer	56	$ 35.00	$ 40.00	$ 37.00	$ 1,000.00
Drafter	52	$ 35.00	$ 40.00	$ 37.00	$ 1,000.00
Facilities or Property Officer/Manager	31	$ 35.00	$ 40.00	$ 37.00	$ 1,000.00
Surveyor's Assistant	17	$ 25.00	$ 30.00	$ 27.00	$ 1,000.00
Technician - Engineering / Science / Laboratory / Processing	16	$ 30.00	$ 35.00	$ 34.00	$ 1,000.00
Site/Works Supervisor	14	$ 45.00	$ 50.00	$ 47.00	$ 1,000.00
Engineering Associate/Technician	13	$ 65.00	$ 80.00	$ 70.00	$ 1,000.00
Development Officer/Manager	12	$ 60.00	$ 70.00	$ 68.00	$ 1,000.00
Interior Designer	6	$ 40.00	$ 60.00	$ 50.00	$ 1,000.00
Asset Officer/Manager	5	$ 40.00	$ 60.00	$ 55.00	$ 1,000.00
Inspector	5	$ 30.00	$ 35.00	$ 32.50	$ 1,000.00
Designer - Construction / Industrial	4	$ 40.00	$ 60.00	$ 50.00	$ 1,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category G serviced by Finite Recruitment)

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.00	$ 4.40	$ 5.00	$ 5.95
3 months or less	$ 5.00	$ 6.40	$ 7.20	$ 8.75
Greater than 3 months - 6 months	$ 5.00	$ 6.40	$ 7.20	$ 8.75
Greater than 6 months	$ 4.75	$ 6.20	$ 6.95	$ 8.50

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.00	$ 4.40	$ 5.00	$ 5.95
3 months or less	$ 5.00	$ 6.40	$ 7.20	$ 8.75
Greater than 3 months - 6 months	$ 5.00	$ 6.40	$ 7.20	$ 8.75
Greater than 6 months	$ 4.75	$ 6.20	$ 6.95	$ 8.50

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.90%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 0-1 month = 10% starting salary, 1-2 months = 9% starting salary, 2-3 months= 8% starting salary, 3 months+ = $0

Total Maximum Charge	**$ 10,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- FINITE RECRUITMENT (Category G serviced by Finite Recruitment)

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 25.00	$ 50.00	$ 40.00	$ 4,450.00
Network Administrator	50	$ 30.00	$ 55.00	$ 45.00	$ 4,450.00
Network Technical Consultant	40	$ 45.00	$ 75.00	$ 62.50	$ 4,450.00
Network Designer / Architect	19	$ 60.00	$ 110.00	$ 90.00	$ 4,450.00
Server Engineer	8	$ 40.00	$ 80.00	$ 65.00	$ 4,450.00
Telco / Voice / Communications Analyst	8	$ 40.00	$ 80.00	$ 67.50	$ 4,450.00
PABX Systems Technician	5	$ 30.00	$ 65.00	$ 55.00	$ 4,450.00
Novell Engineer / Specialist	6	$ 40.00	$ 80.00	$ 65.00	$ 4,450.00
Data Network Engineer	2	$ 40.00	$ 75.00	$ 62.50	$ 4,450.00
VoIP Consultant	2	$ 60.00	$ 110.00	$ 90.00	$ 4,450.00
WAN Specialist	2	$ 45.00	$ 75.00	$ 65.00	$ 4,450.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Greythorn Smalls

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.31	$ 4.06	$ 4.99	$ 5.73
3 months or less	$ 5.65	$ 6.37	$ 7.18	$ 7.69
Greater than 3 months - 6 months	$ 5.55	$ 6.20	$ 7.01	$ 7.64
Greater than 6 months	$ 5.43	$ 6.04	$ 6.83	$ 7.60

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.22	$ 3.91	$ 4.78	$ 5.47
3 months or less	$ 5.58	$ 6.22	$ 6.97	$ 7.43
Greater than 3 months - 6 months	$ 5.47	$ 6.06	$ 6.78	$ 7.38
Greater than 6 months	$ 5.32	$ 5.88	$ 6.60	$ 7.33

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- Nil Charge if less than 10 temporary personnel employed per annum. If more than 10 temporary personnel employed per annum: within one month - $3000; between 1 - 2 months $2000: Between two to three months $1000.

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:- Nil Charge

ORGANISATION NAME:- Greythorn Smalls

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 25.00	$ 50.00	$ 40.00	$ 3,000.00
Network Administrator	50	$ 45.00	$ 75.00	$ 60.00	$ 3,000.00
Network Technical Consultant	40	$ 50.00	$ 85.00	$ 70.00	$ 3,000.00
Network Designer / Architect	19	$ 60.00	$ 100.00	$ 80.00	$ 3,000.00
Server Engineer	8	$ 50.00	$ 80.00	$ 70.00	$ 3,000.00
Telco / Voice / Communications Analyst	8	$ 60.00	$ 80.00	$ 65.00	$ 3,000.00
PABX Systems Technician	5	$ 40.00	$ 80.00	$ 55.00	$ 3,000.00
Novell Engineer / Specialist	6	$ 50.00	$ 80.00	$ 70.00	$ 3,000.00
Data Network Engineer	2	$ 60.00	$ 90.00	$ 75.00	$ 3,000.00
VoIP Consultant	2	$ 60.00	$ 90.00	$ 70.00	$ 3,000.00
WAN Specialist	2	$ 60.00	$ 90.00	$ 75.00	$ 3,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Paxus

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Duration (Months)	Usage	23%	49%	24%	4%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 2.49	$ 3.15	$ 4.77	$ 6.76
3 months or less	$ 4.09	$ 5.38	$ 8.16	$ 11.56
Greater than 3 months - 6 months	$ 3.72	$ 4.89	$ 7.42	$ 10.51
Greater than 6 months	$ 3.72	$ 4.89	$ 7.42	$ 10.51

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 2.29	$ 2.91	$ 4.45	$ 6.51
3 months or less	$ 3.91	$ 4.98	$ 7.61	$ 11.14
Greater than 3 months - 6 months	$ 3.56	$ 4.53	$ 6.92	$ 10.12
Greater than 6 months	$ 3.56	$ 4.53	$ 6.92	$ 10.12

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.46%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- $0

Total Maximum Charge	**$ -**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges: Paxus currently does not charge fees to Temporary Personnel to administer their pay. We are in the process of considering offering an opt-in service where Temporary Personnel may choose to secure access to PI/PL insurance coverage from Paxus' insurer, with the cost deducted from the Personnel's rate.The cost of this cover, if introduced, will be approximately 1% of the Personnel's rate, and if introduced we will advise accordingly.

ORGANISATION NAME:- Paxus

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 30.00	$ 50.00	$ 40.00	$ 3,016.00
Network Administrator	50	$ 35.00	$ 60.00	$ 45.00	$ 3,276.00
Network Technical Consultant	40	$ 55.00	$ 75.00	$ 65.00	$ 4,901.00
Network Designer / Architect	19	$ 70.00	$ 110.00	$ 90.00	$ 6,786.00
Server Engineer	8	$ 50.00	$ 70.00	$ 60.00	$ 4,524.00
Telco / Voice / Communications Analyst	8	$ 35.00	$ 55.00	$ 50.00	$ 3,276.00
PABX Systems Technician	5	$ 30.00	$ 45.00	$ 35.00	$ 2,589.00
Novell Engineer / Specialist	6	$ 50.00	$ 70.00	$ 55.00	$ 4,147.00
Data Network Engineer	2	$ 40.00	$ 65.00	$ 55.00	$ 4,147.00
VoIP Consultant	2	$ 45.00	$ 70.00	$ 60.00	$ 4,524.00
WAN Specialist	2	$ 55.00	$ 75.00	$ 65.00	$ 4,901.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Peoplebank Australia Limited

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Duration (Months)	Usage	23%	49%	24%	4%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 4.00	$ 4.50	$ 5.25	$ 5.90
3 months or less	$ 6.70	$ 7.30	$ 8.05	$ 8.70
Greater than 3 months - 6 months	$ 6.20	$ 6.70	$ 7.50	$ 8.10
Greater than 6 months	$ 6.05	$ 6.55	$ 7.25	$ 7.90

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.95	$ 4.45	$ 5.20	$ 5.85
3 months or less	$ 6.65	$ 7.25	$ 8.00	$ 8.65
Greater than 3 months - 6 months	$ 6.15	$ 6.65	$ 7.45	$ 8.05
Greater than 6 months	$ 6.00	$ 6.50	$ 7.20	$ 7.85

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.65%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- No Formula - Flat Fee of $1000.00

Total Maximum Charge	**$ 1,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Not Applicable

ORGANISATION NAME:- Peoplebank Australia Limited

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 40.00	$ 70.00	$ 55.00	N/A
Network Administrator	50	$ 40.00	$ 70.00	$ 55.00	N/A
Network Technical Consultant	40	$ 45.00	$ 80.00	$ 65.00	N/A
Network Designer / Architect	19	$ 55.00	$ 90.00	$ 70.00	N/A
Server Engineer	8	$ 45.00	$ 80.00	$ 60.00	N/A
Telco / Voice / Communications Analyst	8	$ 40.00	$ 65.00	$ 50.00	N/A
PABX Systems Technician	5	$ 40.00	$ 60.00	$ 50.00	N/A
Novell Engineer / Specialist	6	$ 40.00	$ 70.00	$ 55.00	N/A
Data Network Engineer	2	$ 40.00	$ 70.00	$ 55.00	N/A
VoIP Consultant	2	$ 50.00	$ 85.00	$ 70.00	N/A
WAN Specialist	2	$ 50.00	$ 90.00	$ 75.00	N/A

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 2.70	$ 3.87	$ 5.63	$ 7.73
3 months or less	$ 5.18	$ 5.95	$ 9.06	$ 12.42
Greater than 3 months - 6 months	$ 5.18	$ 5.80	$ 8.80	$ 12.42
Greater than 6 months	$ 5.18	$ 5.80	$ 8.80	$ 12.42

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 2.70	$ 3.87	$ 5.63	$ 7.73
3 months or less	$ 5.18	$ 5.95	$ 9.06	$ 12.42
Greater than 3 months - 6 months	$ 5.18	$ 5.80	$ 8.80	$ 12.42
Greater than 6 months	$ 5.18	$ 5.80	$ 8.80	$ 12.42

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Our placement fee within the first 3 months is discounted to 8% in this category. Our formula is: Total Annual Salary (inclusive of Super) x 8%. Total Annual Salary = (Hourly personnel pay rate x 38 hours) x 52 weeks) x 1.09 Super i.e. ($110.00 pay rate x 38 hours per week x 52 weeks per annum) x 1.09 Super = $236922.40. Total Salary x 8% fee = Total fee of $18953.79. Please note: this is the maximum charge rate based on our quoted maximum personnel pay rate for this category of $110.00. Our temp to perm fees will be

Total Maximum Charge	**$ 18,953.79**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 20.00	$ 35.00	$ 25.00	$ 5,500.00
Network Administrator	50	$ 25.00	$ 40.00	$ 30.00	$ 5,500.00
Network Technical Consultant	40	$ 50.00	$ 70.00	$ 60.00	$ 7,500.00
Network Designer / Architect	19	$ 70.00	$ 110.00	$ 90.00	$ 10,200.00
Server Engineer	8	$ 30.00	$ 60.00	$ 45.00	$ 5,500.00
Telco / Voice / Communications Analyst	8	$ 50.00	$ 70.00	$ 60.00	$ 7,500.00
PABX Systems Technician	5	$ 40.00	$ 60.00	$ 50.00	$ 5,500.00
Novell Engineer / Specialist	6	$ 60.00	$ 90.00	$ 75.00	$ 7,500.00
Data Network Engineer	2	$ 55.00	$ 75.00	$ 60.00	$ 7,500.00
VoIP Consultant	2	$ 65.00	$ 100.00	$ 75.00	$ 7,500.00
WAN Specialist	2	$ 60.00	$ 80.00	$ 70.00	$ 7,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Duration (Months)	Usage	23%	49%	24%	4%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 2.74	$ 3.18	$ 3.90	$ 4.05
3 months or less	$ 4.90	$ 7.00	$ 9.80	$ 11.20
Greater than 3 months - 6 months	$ 4.55	$ 6.50	$ 9.10	$ 10.40
Greater than 6 months	$ 4.20	$ 6.00	$ 8.40	$ 9.60

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 2.74	$ 3.18	$ 3.90	$ 4.05
3 months or less	$ 4.90	$ 7.00	$ 9.80	$ 11.20
Greater than 3 months - 6 months	$ 4.55	$ 6.50	$ 9.10	$ 10.40
Greater than 6 months	$ 4.20	$ 6.00	$ 8.40	$ 9.60

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.10%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 10% of starting salary package (basic salary + super @ 9%)

Total Maximum Charge	**$ 9,810.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- Ross Human Directions Limited

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 40.00	$ 50.00	$ 45.00	$ 7,548.32
Network Administrator	50	$ 50.00	$ 75.00	$ 65.00	$ 11,658.40
Network Technical Consultant	40	$ 65.00	$ 80.00	$ 75.00	$ 11,658.40
Network Designer / Architect	19	$ 80.00	$ 110.00	$ 100.00	$ 14,128.40
Server Engineer	8	$ 55.00	$ 70.00	$ 62.00	$ 11,658.40
Telco / Voice / Communications Analyst	8	$ 75.00	$ 100.00	$ 80.00	$ 11,658.40
PABX Systems Technician	5	$ 75.00	$ 85.00	$ 80.00	$ 11,658.40
Novell Engineer / Specialist	6	$ 65.00	$ 75.00	$ 70.00	$ 11,658.40
Data Network Engineer	2	$ 65.00	$ 75.00	$ 70.00	$ 11,658.40
VoIP Consultant	2	$ 75.00	$ 85.00	$ 80.00	$ 11,658.40
WAN Specialist	2	$ 70.00	$ 85.00	$ 80.00	$ 11,658.40

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Talent International Pty Limited

NETWORK & EQUIPMENT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Duration (Months)	Usage	23%	49%	24%	4%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	9%	20%	10%	2%
Greater than 3 months - 6 months	29%	7%	14%	7%	1%
Greater than 6 months	27%	6%	13%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.34	$ 3.87	$ 4.54	$ 5.07
3 months or less	$ 6.36	$ 6.90	$ 7.62	$ 8.20
Greater than 3 months - 6 months	$ 6.36	$ 6.90	$ 7.62	$ 8.20
Greater than 6 months	$ 6.36	$ 6.90	$ 7.62	$ 8.20

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $55.00	$55.01 - $80.00	$80.01+
Payroll Only	$ 3.33	$ 3.86	$ 4.52	$ 5.05
3 months or less	$ 6.37	$ 6.89	$ 7.60	$ 8.18
Greater than 3 months - 6 months	$ 6.37	$ 6.89	$ 7.60	$ 8.18
Greater than 6 months	$ 6.37	$ 6.89	$ 7.60	$ 8.18

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

5% charge of Annual Salary (Base + Superannuation)

Total Maximum Charge	**$ 5,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- Talent International Pty Limited

NETWORK & EQUIPMENT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Network Support	70	$ 40.00	$ 60.00	$ 55.00	$ 1,500.00
Network Administrator	50	$ 45.00	$ 65.00	$ 60.00	$ 1,500.00
Network Technical Consultant	40	$ 55.00	$ 80.00	$ 75.00	$ 1,500.00
Network Designer / Architect	19	$ 75.00	$ 100.00	$ 90.00	$ 1,500.00
Server Engineer	8	$ 55.00	$ 85.00	$ 70.00	$ 1,500.00
Telco / Voice / Communications Analyst	8	$ 45.00	$ 60.00	$ 55.00	$ 1,500.00
PABX Systems Technician	5	$ 55.00	$ 75.00	$ 65.00	$ 1,500.00
Novell Engineer / Specialist	6	$ 55.00	$ 85.00	$ 75.00	$ 1,500.00
Data Network Engineer	2	$ 45.00	$ 60.00	$ 50.00	$ 1,500.00
VoIP Consultant	2	$ 65.00	$ 95.00	$ 85.00	$ 1,500.00
WAN Specialist	2	$ 50.00	$ 75.00	$ 60.00	$ 1,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Chandler Macleod Group

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	12%	16%	9%	3%
Greater than 3 months - 6 months	30%	9%	12%	7%	2%
Greater than 6 months	26%	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 2.74	$ 5.00	$ 5.52	$ 6.25
3 months or less	$ 5.86	$ 7.59	$ 8.59	$ 8.59
Greater than 3 months - 6 months	$ 5.46	$ 6.70	$ 7.36	$ 7.81
Greater than 6 months	$ 5.07	$ 5.80	$ 6.14	$ 7.03

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 2.88	$ 4.90	$ 5.42	$ 6.13
3 months or less	$ 4.60	$ 7.01	$ 7.83	$ 8.42
Greater than 3 months - 6 months	$ 4.22	$ 6.13	$ 7.23	$ 7.66
Greater than 6 months	$ 3.83	$ 5.25	$ 6.62	$ 6.89

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-Charges would be calculated at the less than 3 month margin X 40 hours X 13 Weeks

Total Maximum Charge	**$ 4,700.80**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Chandler Macleod Group

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	389	$ 20.00	$ 50.00	$ 35.00	$ 5,681.00
Project Coordinator / Project Manager / Program Manager	308	$ 35.00	$ 75.00	$ 60.00	$ 5,681.00
ICT Business Analyst	236	$ 35.00	$ 70.00	$ 60.00	$ 5,681.00
IT Specialist / ICT Consultant	99	$ 50.00	$ 140.00	$ 110.00	$ 6,036.00
IT Manager	41	$ 50.00	$ 110.00	$ 90.00	$ 6,036.00
ICT Strategy Planner / Consultant	20	$ 35.00	$ 65.00	$ 50.00	$ 5,681.00
ICT Trainer	15	$ 30.00	$ 60.00	$ 40.00	$ 5,681.00
Change Management Specialist	14	$ 40.00	$ 65.00	$ 60.00	$ 6,036.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Clicks Recruitment

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	12%	16%	9%	3%
Greater than 3 months - 6 months	30%	9%	12%	7%	2%
Greater than 6 months	26%	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 2.60	$ 3.92	$ 4.80	$ 4.80
3 months or less	$ 5.00	$ 6.57	$ 7.11	$ 7.11
Greater than 3 months - 6 months	$ 4.90	$ 6.37	$ 6.86	$ 6.86
Greater than 6 months	$ 4.80	$ 6.17	$ 6.62	$ 6.62

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 2.60	$ 3.92	$ 4.80	$ 4.80
3 months or less	$ 5.00	$ 6.57	$ 7.11	$ 7.11
Greater than 3 months - 6 months	$ 4.90	$ 6.37	$ 6.86	$ 6.86
Greater than 6 months	$ 4.80	$ 6.17	$ 6.62	$ 6.62

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.25%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-

Total Maximum Charge	**$ -**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Clicks Recruitment

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	389	$ 20.00	$ 50.00	$ 30.00	$ -
Project Coordinator / Project Manager / Program Manager	308	$ 40.00	$ 125.00	$ 80.00	$ -
ICT Business Analyst	236	$ 50.00	$ 90.00	$ 70.00	$ -
IT Specialist / ICT Consultant	99	$ 60.00	$ 100.00	$ 80.00	$ -
IT Manager	41	$ 60.00	$ 110.00	$ 80.00	$ -
ICT Strategy Planner / Consultant	20	$ 60.00	$ 90.00	$ 75.00	$ -
ICT Trainer	15	$ 50.00	$ 80.00	$ 65.00	$ -
Change Management Specialist	14	$ 60.00	$ 100.00	$ 80.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category H serviced by Finite Recruitment)

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	12%	16%	9%	3%
Greater than 3 months - 6 months	30%	9%	12%	7%	2%
Greater than 6 months	26%	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 3.00	$ 5.00	$ 5.95	$ 6.75
3 months or less	$ 5.00	$ 7.20	$ 8.75	$ 10.25
Greater than 3 months - 6 months	$ 5.00	$ 7.20	$ 8.75	$ 10.25
Greater than 6 months	$ 4.75	$ 6.95	$ 8.50	$ 9.95

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 3.00	$ 5.00	$ 5.95	$ 6.75
3 months or less	$ 5.00	$ 7.20	$ 8.75	$ 10.25
Greater than 3 months - 6 months	$ 5.00	$ 7.20	$ 8.75	$ 10.25
Greater than 6 months	$ 4.75	$ 6.95	$ 8.50	$ 9.95

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.90%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 0-1 month = 10% starting salary, 1-2 months = 9% starting salary, 2-3 months= 8% starting salary, 3 months+ = $0

Total Maximum Charge	**$ 12,500.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- FINITE RECRUITMENT (Category H serviced by Finite Recruitment)

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	389	$ 30.00	$ 60.00	$ 35.00	$ 4,450.00
Project Coordinator / Project Manager / Program Manager	308	$ 30.00	$ 125.00	$ 75.00	$ 4,450.00
ICT Business Analyst	236	$ 50.00	$ 100.00	$ 80.00	$ 4,450.00
IT Specialist / ICT Consultant	99	$ 65.00	$ 150.00	$ 100.00	$ 4,450.00
IT Manager	41	$ 60.00	$ 110.00	$ 90.00	$ 4,450.00
ICT Strategy Planner / Consultant	20	$ 70.00	$ 120.00	$ 85.00	$ 4,450.00
ICT Trainer	15	$ 40.00	$ 80.00	$ 60.00	$ 4,450.00
Change Management Specialist	14	$ 55.00	$ 115.00	$ 80.00	$ 4,450.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Greythorn Smalls

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	12%	16%	9%	3%
Greater than 3 months - 6 months	30%	9%	12%	7%	2%
Greater than 6 months	26%	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 3.31	$ 4.99	$ 6.11	$ 6.85
3 months or less	$ 5.65	$ 7.11	$ 8.08	$ 8.58
Greater than 3 months - 6 months	$ 5.55	$ 6.97	$ 7.91	$ 8.53
Greater than 6 months	$ 5.43	$ 6.81	$ 7.72	$ 8.47

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 3.22	$ 4.78	$ 5.82	$ 6.51
3 months or less	$ 5.58	$ 6.90	$ 7.78	$ 8.23
Greater than 3 months - 6 months	$ 5.47	$ 6.75	$ 7.61	$ 8.18
Greater than 6 months	$ 5.32	$ 6.59	$ 7.43	$ 8.12

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- Nil Charge if less than 10 temporary personnel employed per annum. If more than 10 temporary personnel employed per annum: within one month - $3000; between 1 - 2 months $2000: Between two to three months $1000.

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:- Nil Charge

ORGANISATION NAME:- Greythorn Smalls

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	389	$ 25.00	$ 60.00	$ 35.00	$ 3,000.00
Project Coordinator / Project Manager / Program Manager	308	$ 30.00	$ 150.00	$ 95.00	$ 3,000.00
ICT Business Analyst	236	$ 65.00	$ 95.00	$ 80.00	$ 3,000.00
IT Specialist / ICT Consultant	99	$ 100.00	$ 200.00	$ 125.00	$ 3,000.00
IT Manager	41	$ 90.00	$ 125.00	$ 100.00	$ 3,000.00
ICT Strategy Planner / Consultant	20	$ 80.00	$ 150.00	$ 100.00	$ 3,000.00
ICT Trainer	15	$ 40.00	$ 80.00	$ 55.00	$ 3,000.00
Change Management Specialist	14	$ 80.00	$ 170.00	$ 95.00	$ 3,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Duration (Months)	**Usage**	**30%**	**40%**	**22%**	**8%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**41%**	12%	16%	9%	3%
Greater than 3 months - 6 months	**30%**	9%	12%	7%	2%
Greater than 6 months	**26%**	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 1.98	$ 1.98	$ 1.98	$ 1.98
3 months or less	$ 3.96	$ 4.95	$ 4.95	$ 6.93
Greater than 3 months - 6 months	$ 4.46	$ 4.95	$ 4.95	$ 6.93
Greater than 6 months	$ 4.95	$ 4.95	$ 4.95	$ 6.93

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 1.98	$ 1.98	$ 1.98	$ 1.98
3 months or less	$ 3.96	$ 4.95	$ 4.95	$ 6.93
Greater than 3 months - 6 months	$ 4.46	$ 4.95	$ 4.95	$ 6.93
Greater than 6 months	$ 4.95	$ 4.95	$ 4.95	$ 6.93

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**1.00%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Less than 1 month service a fee of $2000 + GST will be charged: Between 1-2 months of service a fee of $1500 + GST will be charged

and between 2-3 months service a fee of $500 + GST will be chargedIndicate Formula:-

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	**389**	$ 65.00	$ 85.00	$ 75.00	$ -
Project Coordinator / Project Manager / Program Manager	**308**	$ 40.00	$ 150.00	$ 90.00	$ -
ICT Business Analyst	**236**	$ 70.00	$ 90.00	$ 80.00	$ -
IT Specialist / ICT Consultant	**99**	$ 110.00	$ 145.00	$ 130.00	$ -
IT Manager	**41**	$ 87.00	$ 125.00	$ 100.00	$ -
ICT Strategy Planner / Consultant	**20**	$ 130.00	$ 188.00	$ 159.00	$ -
ICT Trainer	**15**	$ 55.00	$ 70.00	$ 60.00	$ -
Change Management Specialist	**14**	$ 150.00	$ 190.00	$ 170.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hays Specialist Recruitment (Australia) Pty Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Duration (Months)	**Usage**	**30%**	**40%**	**22%**	**8%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**41%**	12%	16%	9%	3%
Greater than 3 months - 6 months	**30%**	9%	12%	7%	2%
Greater than 6 months	**26%**	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 2.50	$ 3.25	$ 4.00	$ 4.50
3 months or less	$ 6.00	$ 7.00	$ 8.50	$ 9.50
Greater than 3 months - 6 months	$ 5.75	$ 6.75	$ 8.25	$ 8.50
Greater than 6 months	$ 5.50	$ 6.50	$ 8.00	$ 8.00

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 2.25	$ 3.00	$ 3.50	$ 4.00
3 months or less	$ 5.50	$ 6.50	$ 8.00	$ 9.00
Greater than 3 months - 6 months	$ 5.25	$ 6.25	$ 7.75	$ 8.25
Greater than 6 months	$ 5.00	$ 6.25	$ 7.50	$ 8.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**1.40%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-
Charge Rate = Annualised Salary Package x 8%
Annualised Salary Package includes base salary and all other benefits and allowances which represent remuneration in other forms, such as superannuation, bonuses and commissions. Motor vehicles provided to candidates will be valued at a minimum of $15,000 or as agreed in the package.

Total Maximum Charge	**$ 12,500.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Hays does not charge fees to Temporary Personnel for any services.

ORGANISATION NAME:- Hays Specialist Recruitment (Australia) Pty Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	**389**	$ 23.00	$ 45.00	$ 33.00	$ -
Project Coordinator / Project Manager / Program Manager	**308**	$ 45.00	$ 120.00	$ 92.00	$ -
ICT Business Analyst	**236**	$ 62.50	$ 90.00	$ 73.00	$ -
IT Specialist / ICT Consultant	**99**	$ 70.00	$ 110.00	$ 85.00	$ -
IT Manager	**41**	$ 65.00	$ 85.00	$ 80.00	$ -
ICT Strategy Planner / Consultant	**20**	$ 85.00	$ 110.00	$ 102.00	$ -
ICT Trainer	**15**	$ 45.00	$ 98.00	$ 81.00	$ -
Change Management Specialist	**14**	$ 75.00	$ 110.00	$ 97.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Peoplebank Australia Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Duration (Months)	**Usage**	**30%**	**40%**	**22%**	**8%**
Payroll Only	**3%**	1%	1%	1%	0%
3 months or less	**41%**	12%	16%	9%	3%
Greater than 3 months - 6 months	**30%**	9%	12%	7%	2%
Greater than 6 months	**26%**	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 4.05	$ 5.40	$ 6.20	$ 6.90
3 months or less	$ 6.70	$ 8.05	$ 8.90	$ 9.80
Greater than 3 months - 6 months	$ 6.20	$ 7.50	$ 8.40	$ 9.30
Greater than 6 months	$ 6.10	$ 7.45	$ 8.30	$ 9.25

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 4.00	$ 5.35	$ 6.15	$ 5.85
3 months or less	$ 6.65	$ 8.00	$ 8.85	$ 9.75
Greater than 3 months - 6 months	$ 6.15	$ 7.45	$ 8.35	$ 9.25
Greater than 6 months	$ 6.05	$ 7.40	$ 8.25	$ 9.20

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	**0.65%**
Superannuation Rate	**9.00%**
Payroll Tax (Effective 1 January 2009)	**5.75%**

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- No Formula - Flat Fee of $1000.00

Total Maximum Charge	**$ 1,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Not Applicable

ORGANISATION NAME:- Peoplebank Australia Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	**389**	$ 30.00	$ 60.00	$ 45.00	N/A
Project Coordinator / Project Manager / Program Manager	**308**	$ 40.00	$ 130.00	$ 100.00	N/A
ICT Business Analyst	**236**	$ 60.00	$ 85.00	$ 70.00	N/A
IT Specialist / ICT Consultant	**99**	$ 70.00	$ 140.00	$ 100.00	N/A
IT Manager	**41**	$ 55.00	$ 80.00	$ 65.00	N/A
ICT Strategy Planner / Consultant	**20**	$ 75.00	$ 110.00	$ 95.00	N/A
ICT Trainer	**15**	$ 50.00	$ 80.00	$ 60.00	N/A
Change Management Specialist	**14**	$ 80.00	$ 120.00	$ 100.00	N/A

NOTE: The volume figures above are based on historical data and are provided for information only.

Talent International Pty Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	41%	12%	16%	9%	3%
Greater than 3 months - 6 months	30%	9%	12%	7%	2%
Greater than 6 months	26%	8%	10%	6%	2%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 3.34	$ 4.54	$ 5.07	$ 5.87
3 months or less	$ 6.37	$ 7.62	$ 8.56	$ 8.84
Greater than 3 months - 6 months	$ 6.37	$ 7.62	$ 8.56	$ 8.84
Greater than 6 months	$ 6.37	$ 7.62	$ 8.56	$ 8.84

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $35.00	$35.01 - $80.00	$80.01 - $110.00	$110.01+
Payroll Only	$ 3.33	$ 4.52	$ 5.05	$ 5.84
3 months or less	$ 6.36	$ 7.60	$ 8.57	$ 8.81
Greater than 3 months - 6 months	$ 6.36	$ 7.60	$ 8.57	$ 8.81
Greater than 6 months	$ 6.36	$ 7.60	$ 8.57	$ 8.81

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

5% charge on annual salary (base + superannuation)

Total Maximum Charge	**$ 5,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Talent International Pty Limited

MANAGEMENT, IMPLEMENTATION & SUPPORT CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Help Desk Support / Manager	389	$ 30.00	$ 100.00	$ 45.00	$ 2,500.00
Project Coordinator / Project Manager / Program Manager	308	$ 45.00	$ 150.00	$ 90.00	$ 2,500.00
ICT Business Analyst	236	$ 65.00	$ 95.00	$ 80.00	$ 2,500.00
IT Specialist / ICT Consultant	99	$ 85.00	$ 135.00	$ 100.00	$ 2,500.00
IT Manager	41	$ 85.00	$ 125.00	$ 100.00	$ 2,500.00
ICT Strategy Planner / Consultant	20	$ 100.00	$ 140.00	$ 125.00	$ 2,500.00
ICT Trainer	15	$ 50.00	$ 100.00	$ 68.00	$ 2,500.00
Change Management Specialist	14	$ 70.00	$ 115.00	$ 80.00	$ 2,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- FINITE RECRUITMENT (Category I serviced by Finite Recruitment)

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.00	$ 4.95	$ 5.95	$ 6.85
3 months or less	$ 5.25	$ 6.95	$ 8.50	$ 9.95
Greater than 3 months - 6 months	$ 5.25	$ 6.95	$ 8.50	$ 9.95
Greater than 6 months	$ 5.00	$ 6.75	$ 8.25	$ 9.75

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.00	$ 4.95	$ 5.95	$ 6.85
3 months or less	$ 5.25	$ 6.95	$ 8.50	$ 9.95
Greater than 3 months - 6 months	$ 5.25	$ 6.95	$ 8.50	$ 9.95
Greater than 6 months	$ 5.00	$ 6.75	$ 8.25	$ 9.75

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.90%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 0-1 month = 10% starting salary, 1-2 months = 9% starting salary, 2-3 months= 8% starting salary, 3 months+ = $0

Total Maximum Charge	**$ 12,500.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

ORGANISATION NAME:- FINITE RECRUITMENT (Category I serviced by Finite Recruitment)

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 40.00	$ 80.00	$ 65.00	$ 4,450.00
Database Administrator / Designer / Analyst	96	$ 50.00	$ 85.00	$ 75.00	$ 4,450.00
Systems Administrator	93	$ 35.00	$ 75.00	$ 55.00	$ 4,450.00
System Tester	59	$ 35.00	$ 70.00	$ 55.00	$ 4,450.00
Technical Writer	57	$ 35.00	$ 70.00	$ 57.50	$ 4,450.00
Computer Operator	49	$ 25.00	$ 45.00	$ 37.50	$ 4,450.00
Systems Architect/Designer	42	$ 70.00	$ 110.00	$ 95.00	$ 4,450.00
Web Site Content Manager	31	$ 40.00	$ 75.00	$ 60.00	$ 4,450.00
SAP Professionals	30	$ 60.00	$ 110.00	$ 90.00	$ 4,450.00
Systems Analyst	29	$ 45.00	$ 85.00	$ 65.00	$ 4,450.00
Siebel Specialist	27	$ 65.00	$ 125.00	$ 90.00	$ 4,450.00
Solution Architects /Designers	27	$ 70.00	$ 120.00	$ 95.00	$ 4,450.00
Data Warehouse Technologist / Specialist / Developer	19	$ 60.00	$ 110.00	$ 75.00	$ 4,450.00
Software Engineer	16	$ 40.00	$ 80.00	$ 65.00	$ 4,450.00
Data Modeller / Architect	15	$ 50.00	$ 100.00	$ 75.00	$ 4,450.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Greythorn Smalls

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.72	$ 4.62	$ 5.73	$ 6.48
3 months or less	$ 6.08	$ 6.81	$ 7.78	$ 8.28
Greater than 3 months - 6 months	$ 5.91	$ 6.65	$ 7.61	$ 8.23
Greater than 6 months	$ 5.72	$ 6.50	$ 7.43	$ 8.18

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.57	$ 4.43	$ 5.47	$ 6.16
3 months or less	$ 5.96	$ 6.62	$ 7.51	$ 7.97
Greater than 3 months - 6 months	$ 5.79	$ 6.47	$ 7.33	$ 7.91
Greater than 6 months	$ 5.61	$ 6.30	$ 7.14	$ 7.86

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- Nil Charge if less than 10 temporary personnel employed per annum. If more than 10 temporary personnel employed per annum: within one month - $3000; between 1 - 2 months $2000: Between two to three months $1000.

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:- Nil Charge

ORGANISATION NAME:- Greythorn Smalls

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 45.00	$ 100.00	$ 75.00	$ 3,000.00
Database Administrator / Designer / Analyst	96	$ 50.00	$ 120.00	$ 80.00	$ 3,000.00
Systems Administrator	93	$ 45.00	$ 80.00	$ 65.00	$ 3,000.00
System Tester	59	$ 40.00	$ 80.00	$ 60.00	$ 3,000.00
Technical Writer	57	$ 40.00	$ 75.00	$ 50.00	$ 3,000.00
Computer Operator	49	$ 20.00	$ 35.00	$ 25.00	$ 3,000.00
Systems Architect/Designer	42	$ 80.00	$ 120.00	$ 95.00	$ 3,000.00
Web Site Content Manager	31	$ 40.00	$ 70.00	$ 55.00	$ 3,000.00
SAP Professionals	30	$ 90.00	$ 200.00	$ 130.00	$ 3,000.00
Systems Analyst	29	$ 65.00	$ 95.00	$ 70.00	$ 3,000.00
Siebel Specialist	27	$ 80.00	$ 180.00	$ 100.00	$ 3,000.00
Solution Architects /Designers	27	$ 90.00	$ 150.00	$ 110.00	$ 3,000.00
Data Warehouse Technologist / Specialist / Developer	19	$ 75.00	$ 150.00	$ 110.00	$ 3,000.00
Software Engineer	16	$ 50.00	$ 90.00	$ 70.00	$ 3,000.00
Data Modeller / Architect	15	$ 65.00	$ 130.00	$ 100.00	$ 3,000.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 1.98	$ 1.98	$ 1.98	$ 1.98
3 months or less	$ 4.46	$ 4.95	$ 4.95	$ 4.95
Greater than 3 months - 6 months	$ 4.95	$ 4.95	$ 4.95	$ 4.95
Greater than 6 months	$ 4.95	$ 4.95	$ 4.95	$ 4.95

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 1.98	$ 1.98	$ 1.98	$ 1.98
3 months or less	$ 4.46	$ 4.95	$ 4.95	$ 4.95
Greater than 3 months - 6 months	$ 4.95	$ 4.95	$ 4.95	$ 4.95
Greater than 6 months	$ 4.95	$ 4.95	$ 4.95	$ 4.95

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.90%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Less than 1 month service a fee of $2000 + GST will be charged: Between 1-2 months of service a fee of $1500 + GST will be charged

and between 2-3 months service a fee of $500 + GST will be chargedIndicate Formula:-

Total Maximum Charge	**$ 3,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances

Indicate Charges:-

ORGANISATION NAME:- Hamilton, James & Bruce Group Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 45.00	$ 55.00	$ 50.00	$ -
Database Administrator / Designer / Analyst	96	$ 80.00	$ 100.00	$ 90.00	$ -
Systems Administrator	93	$ 55.00	$ 70.00	$ 63.00	$ -
System Tester	59	$ 50.00	$ 70.00	$ 60.00	$ -
Technical Writer	57	$ 55.00	$ 70.00	$ 60.00	$ -
Computer Operator	49	$ 45.00	$ 55.00	$ 50.00	$ -
Systems Architect/Designer	42	$ 90.00	$ 140.00	$ 115.00	$ -
Web Site Content Manager	31	$ 55.00	$ 75.00	$ 65.00	$ -
SAP Professionals	30	$ 88.00	$ 125.00	$ 100.00	$ -
Systems Analyst	29	$ 70.00	$ 90.00	$ 80.00	$ -
Siebel Specialist	27	$ 88.00	$ 125.00	$ 100.00	$ -
Solution Architects /Designers	27	$ 100.00	$ 135.00	$ 120.00	$ -
Data Warehouse Technologist / Specialist / Developer	19	$ 90.00	$ 110.00	$ 100.00	$ -
Software Engineer	16	$ 55.00	$ 65.00	$ 60.00	$ -
Data Modeller / Architect	15	$ 90.00	$ 140.00	$ 115.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Paxus

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 2.71	$ 3.37	$ 5.69	$ 7.42
3 months or less	$ 4.63	$ 5.76	$ 9.73	$ 12.68
Greater than 3 months - 6 months	$ 4.21	$ 5.24	$ 8.84	$ 11.53
Greater than 6 months	$ 4.21	$ 5.24	$ 8.84	$ 11.53

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 2.58	$ 3.71	$ 5.43	$ 10.38
3 months or less	$ 4.42	$ 6.34	$ 9.28	$ 12.27
Greater than 3 months - 6 months	$ 4.02	$ 5.76	$ 8.44	$ 11.16
Greater than 6 months	$ 4.02	$ 5.76	$ 8.44	$ 11.16

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.46%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- $0

Total Maximum Charge	**$ -**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Paxus currently does not charge fees to Temporary Personnel to administer their pay. We are in the process of considering offering an opt-in service where Temporary Personnel may choose to secure access to PI/PL insurance coverage from Paxus' insurer, with the cost deducted from the Personnel's rate.The cost of this cover, if introduced, will be approximately 1% of the Personnel's rate, and if introduced we will advise accordingly.

ORGANISATION NAME:- Paxus

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 40.00	$ 90.00	$ 60.00	$ 3,504.00
Database Administrator / Designer / Analyst	96	$ 55.00	$ 100.00	$ 70.00	$ 5,278.00
Systems Administrator	93	$ 40.00	$ 70.00	$ 55.00	$ 3,504.00
System Tester	59	$ 35.00	$ 70.00	$ 50.00	$ 3,504.00
Technical Writer	57	$ 40.00	$ 70.00	$ 65.00	$ 3,504.00
Computer Operator	49	$ 20.00	$ 35.00	$ 25.00	$ 1,885.00
Systems Architect/Designer	42	$ 70.00	$ 110.00	$ 90.00	$ 5,917.00
Web Site Content Manager	31	$ 35.00	$ 60.00	$ 55.00	$ 3,504.00
SAP Professionals	30	$ 70.00	$ 120.00	$ 100.00	$ 5,917.00
Systems Analyst	29	$ 40.00	$ 70.00	$ 55.00	$ 3,504.00
Siebel Specialist	27	$ 70.00	$ 120.00	$ 100.00	$ 5,917.00
Solution Architects /Designers	27	$ 80.00	$ 115.00	$ 95.00	$ 5,917.00
Data Warehouse Technologist / Specialist / Developer	19	$ 60.00	$ 115.00	$ 85.00	$ 5,917.00
Software Engineer	16	$ 40.00	$ 75.00	$ 65.00	$ 3,504.00
Data Modeller / Architect	15	$ 45.00	$ 95.00	$ 70.00	$ 3,504.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Peoplebank Australia Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 4.25	$ 5.00	$ 5.90	$ 6.80
3 months or less	$ 7.00	$ 7.70	$ 8.65	$ 9.20
Greater than 3 months - 6 months	$ 6.50	$ 7.20	$ 8.10	$ 9.00
Greater than 6 months	$ 6.20	$ 7.10	$ 8.00	$ 8.90

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 4.20	$ 4.95	$ 5.85	$ 6.75
3 months or less	$ 6.95	$ 7.65	$ 8.60	$ 9.15
Greater than 3 months - 6 months	$ 6.45	$ 7.15	$ 8.05	$ 8.95
Greater than 6 months	$ 6.15	$ 7.05	$ 7.95	$ 8.85

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	0.65%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- No Fomula - Flat Fee of $1000.00

Total Maximum Charge	**$ 1,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Not Applicable

ORGANISATION NAME:- Peoplebank Australia Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 50.00	$ 90.00	$ 75.00	N/A
Database Administrator / Designer / Analyst	96	$ 45.00	$ 90.00	$ 75.00	N/A
Systems Administrator	93	$ 45.00	$ 70.00	$ 55.00	N/A
System Tester	59	$ 35.00	$ 80.00	$ 55.00	N/A
Technical Writer	57	$ 55.00	$ 85.00	$ 70.00	N/A
Computer Operator	49	$ 30.00	$ 55.00	$ 40.00	N/A
Systems Architect/Designer	42	$ 70.00	$ 110.00	$ 100.00	N/A
Web Site Content Manager	31	$ 50.00	$ 65.00	$ 55.00	N/A
SAP Professionals	30	$ 70.00	$ 150.00	$ 110.00	N/A
Systems Analyst	29	$ 45.00	$ 75.00	$ 60.00	N/A
Siebel Specialist	27	$ 70.00	$ 90.00	$ 80.00	N/A
Solution Architects /Designers	27	$ 80.00	$ 120.00	$ 100.00	N/A
Data Warehouse Technologist / Specialist / Developer	19	$ 60.00	$ 95.00	$ 80.00	N/A
Software Engineer	16	$ 50.00	$ 90.00	$ 70.00	N/A
Data Modeller / Architect	15	$ 70.00	$ 110.00	$ 90.00	N/A

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- QUAY

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 4.00	$ 5.00	$ 7.00	$ 8.00
3 months or less	$ 6.00	$ 7.00	$ 8.00	$ 10.00
Greater than 3 months - 6 months	$ 5.80	$ 6.80	$ 7.60	$ 9.60
Greater than 6 months	$ 5.40	$ 6.60	$ 7.40	$ 9.40

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.50	$ 4.50	$ 6.30	$ 7.00
3 months or less	$ 5.90	$ 6.90	$ 7.90	$ 10.00
Greater than 3 months - 6 months	$ 5.70	$ 6.70	$ 7.50	$ 9.60
Greater than 6 months	$ 5.30	$ 6.50	$ 7.30	$ 9.40

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- Up to 1 month of service - 4000, Over 1 month and up to 2 months of service - $3000, Over 2 months and up to 3 months of service - $2000

Total Maximum Charge	**$ 4,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- Not applicable

ORGANISATION NAME:- QUAY

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 40.00	$ 80.00	$ 60.00	$ -
Database Administrator / Designer / Analyst	96	$ 50.00	$ 80.00	$ 60.00	$ -
Systems Administrator	93	$ 45.00	$ 72.50	$ 50.00	$ -
System Tester	59	$ 45.00	$ 72.50	$ 50.00	$ -
Technical Writer	57	$ 45.00	$ 62.50	$ 50.00	$ -
Computer Operator	49	$ 35.00	$ 53.00	$ 40.00	$ -
Systems Architect/Designer	42	$ 70.00	$ 82.50	$ 70.00	$ -
Web Site Content Manager	31	$ 70.00	$ 82.50	$ 70.00	$ -
SAP Professionals	30	$ 65.00	$ 105.00	$ 75.00	$ -
Systems Analyst	29	$ 55.00	$ 77.50	$ 65.00	$ -
Siebel Specialist	27	$ 70.00	$ 105.00	$ 85.00	$ -
Solution Architects /Designers	27	$ 75.00	$ 95.00	$ 70.00	$ -
Data Warehouse Technologist / Specialist / Developer	19	$ 70.00	$ 95.00	$ 70.00	$ -
Software Engineer	16	$ 40.00	$ 82.50	$ 60.00	$ -
Data Modeller / Architect	15	$ 60.00	$ 95.00	$ 65.00	$ -

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Randstad Pty Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

		Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Duration (Months)	Usage	30%	46%	21%	3%
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.47	$ 4.93	$ 7.03	$ 10.55
3 months or less	$ 5.18	$ 7.25	$ 9.99	$ 12.94
Greater than 3 months - 6 months	$ 5.18	$ 7.09	$ 9.83	$ 12.94
Greater than 6 months	$ 5.18	$ 7.09	$ 9.83	$ 12.94

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.47	$ 4.93	$ 7.03	$ 10.55
3 months or less	$ 5.18	$ 7.25	$ 9.99	$ 12.94
Greater than 3 months - 6 months	$ 5.18	$ 7.09	$ 9.83	$ 12.94
Greater than 6 months	$ 5.18	$ 7.09	$ 9.83	$ 12.94

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	2.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:-
Our placement fee within the first 3 months is discounted to 8% in this category. Our formula is: Total Annual Salary (inclusive of Super) x 8%. Total Annual Salary = (Hourly personnel pay rate x 38 hours) x 52 weeks) x 1.09 Super i.e. ($150.00 pay rate x 38 hours pe week x 52 weeks per annum) x 1.09 Super = $323076.00. Total Salary x 8% fee = Total fee of $25846.08. Please note: this is the maximum charge rate based on our quoted maximum personnel pay rate for this category of $150.00. Our temp to perm fees will be

Total Maximum Charge	**$ 25,846.08**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Randstad Pty Limited does not charge fees to temporary personnel

ORGANISATION NAME:- Randstad Pty Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 40.00	$ 90.00	$ 60.00	$ 5,100.00
Database Administrator / Designer / Analyst	96	$ 30.00	$ 100.00	$ 60.00	$ 5,100.00
Systems Administrator	93	$ 30.00	$ 50.00	$ 45.00	$ 3,750.00
System Tester	59	$ 40.00	$ 75.00	$ 60.00	$ 5,100.00
Technical Writer	57	$ 40.00	$ 70.00	$ 55.00	$ 5,100.00
Computer Operator	49	$ 15.00	$ 30.00	$ 22.00	$ 3,750.00
Systems Architect/Designer	42	$ 75.00	$ 130.00	$ 95.00	$ 6,500.00
Web Site Content Manager	31	$ 30.00	$ 50.00	$ 40.00	$ 3,750.00
SAP Professionals	30	$ 60.00	$ 150.00	$ 95.00	$ 6,500.00
Systems Analyst	29	$ 50.00	$ 70.00	$ 60.00	$ 5,100.00
Siebel Specialist	27	$ 60.00	$ 150.00	$ 95.00	$ 6,500.00
Solution Architects /Designers	27	$ 80.00	$ 140.00	$ 95.00	$ 6,500.00
Data Warehouse Technologist / Specialist / Developer	19	$ 60.00	$ 130.00	$ 90.00	$ 6,500.00
Software Engineer	16	$ 40.00	$ 90.00	$ 60.00	$ 5,100.00
Data Modeller / Architect	15	$ 50.00	$ 130.00	$ 90.00	$ 6,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

ORGANISATION NAME:- Ross Human Directions Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
	30%	46%	21%	3%	
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.03	$ 3.61	$ 4.34	$ 4.63
3 months or less	$ 6.30	$ 8.40	$ 11.90	$ 14.00
Greater than 3 months - 6 months	$ 5.85	$ 7.80	$ 11.05	$ 13.00
Greater than 6 months	$ 5.40	$ 7.20	$ 10.20	$ 12.00

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.03	$ 3.61	$ 4.34	$ 4.63
3 months or less	$ 6.30	$ 8.40	$ 11.90	$ 14.00
Greater than 3 months - 6 months	$ 5.85	$ 7.80	$ 11.05	$ 13.00
Greater than 6 months	$ 5.40	$ 7.20	$ 10.20	$ 12.00

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.10%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

Indicate Formula:- 10% of starting salary package (basic salary + super @ 9%)

Total Maximum Charge	**$ 9,810.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:- No Charges

ORGANISATION NAME:- Ross Human Directions Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 50.00	$ 70.00	$ 60.00	$ 9,465.04
Database Administrator / Designer / Analyst	96	$ 55.00	$ 85.00	$ 70.00	$ 9,465.04
Systems Administrator	93	$ 45.00	$ 60.00	$ 55.00	$ 9,465.04
System Tester	59	$ 45.00	$ 70.00	$ 60.00	$ 9,465.04
Technical Writer	57	$ 45.00	$ 65.00	$ 57.00	$ 9,465.04
Computer Operator	49	$ 45.00	$ 60.00	$ 57.00	$ 9,465.04
Systems Architect/Designer	42	$ 80.00	$ 100.00	$ 95.00	$ 14,938.56
Web Site Content Manager	31	$ 45.00	$ 60.00	$ 55.00	$ 9,465.04
SAP Professionals	30	$ 80.00	$ 120.00	$ 100.00	$ 14,938.56
Systems Analyst	29	$ 65.00	$ 80.00	$ 72.00	$ 14,938.56
Siebel Specialist	27	$ 80.00	$ 120.00	$ 100.00	$ 14,938.56
Solution Architects /Designers	27	$ 70.00	$ 110.00	$ 85.00	$ 14,938.56
Data Warehouse Technologist / Specialist / Developer	19	$ 60.00	$ 90.00	$ 75.00	$ 14,938.56
Software Engineer	16	$ 65.00	$ 75.00	$ 70.00	$ 9,465.04
Data Modeller / Architect	15	$ 65.00	$ 110.00	$ 85.00	$ 14,938.56

NOTE: The volume figures above are based on historical data and are provided for information only.

Talent International Pty Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

MARGIN

Usage level of each pay rate for each duration level to determine weightings

Duration (Months)	Usage	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	3%	1%	1%	1%	0%
3 months or less	37%	11%	17%	8%	1%
Greater than 3 months - 6 months	30%	9%	14%	6%	1%
Greater than 6 months	30%	9%	14%	6%	1%

PAYG Personnel

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.60	$ 4.27	$ 5.07	$ 5.61
3 months or less	$ 6.63	$ 7.35	$ 8.20	$ 8.57
Greater than 3 months - 6 months	$ 6.63	$ 7.35	$ 8.20	$ 8.57
Greater than 6 months	$ 6.63	$ 7.35	$ 8.20	$ 8.57

Contractors

Hourly Margins based on Pay Rates and on Duration

Duration (Months)	Up to $45.00	$45.01 - $70.00	$70.01 - $100.00	$100.01+
Payroll Only	$ 3.59	$ 4.26	$ 5.05	$ 5.58
3 months or less	$ 6.62	$ 7.33	$ 8.19	$ 8.56
Greater than 3 months - 6 months	$ 6.62	$ 7.33	$ 8.19	$ 8.56
Greater than 6 months	$ 6.62	$ 7.33	$ 8.19	$ 8.56

WORKERS COMPENSATION RATE

Workers Compensate Percentage Rate	1.00%
Superannuation Rate	9.00%
Payroll Tax (Effective 1 January 2009)	5.75%

EMPLOYMENT WITH CUSTOMER WITHIN FIRST 3 MONTHS OF SERVICE PERIOD

Tenderers should indicate if a charge applies and the total maximum amount payable and the formula for its calculation. Where this field is left blank, the tenderer will be deemed to have tendererd a $0 charge for the purposes of Clause 4.11 Part D.

5% of annual salary package (Base + Superannuation)

Total Maximum Charge	**$ 5,000.00**

FEES CHARGED TO TEMPORARY PERSONNEL

Where the tenderer does charge fees to Temporary Personnel for services not prohibited by Section 60Q of the Fair Trading Act in NSW, these must be disclosed. Tenderers must detail the nature of the charge, the amount of the charge and the circumstances and frequency when the charge applies. Tenderers should detail specifically how this charge impacts the Personnel's Pay Rate, the Margin tendered and any other part of the cost structure.

Indicate Charges:-

Talent International Pty Limited

APPLICATIONS, DATABASE & SYSTEMS CATEGORY

PERSONNEL PAY RATES BY JOB TITLE

Role	Volume	Min Pay Rate	Max Pay Rate	Mode Pay Rate	Sourcing Fee
Analyst Programmer / Applications Developer	380	$ 55.00	$ 90.00	$ 75.00	$ 1,500.00
Database Administrator / Designer / Analyst	96	$ 65.00	$ 95.00	$ 85.00	$ 1,500.00
Systems Administrator	93	$ 55.00	$ 75.00	$ 65.00	$ 1,500.00
System Tester	59	$ 45.00	$ 75.00	$ 60.00	$ 1,500.00
Technical Writer	57	$ 50.00	$ 70.00	$ 65.00	$ 1,500.00
Computer Operator	49	$ 35.00	$ 50.00	$ 40.00	$ 1,500.00
Systems Architect/Designer	42	$ 75.00	$ 120.00	$ 90.00	$ 1,500.00
Web Site Content Manager	31	$ 50.00	$ 80.00	$ 75.00	$ 1,500.00
SAP Professionals	30	$ 80.00	$ 150.00	$ 100.00	$ 1,500.00
Systems Analyst	29	$ 65.00	$ 90.00	$ 75.00	$ 1,500.00
Siebel Specialist	27	$ 75.00	$ 150.00	$ 90.00	$ 1,500.00
Solution Architects /Designers	27	$ 75.00	$ 120.00	$ 90.00	$ 1,500.00
Data Warehouse Technologist / Specialist / Developer	19	$ 70.00	$ 100.00	$ 90.00	$ 1,500.00
Software Engineer	16	$ 70.00	$ 100.00	$ 85.00	$ 1,500.00
Data Modeller / Architect	15	$ 70.00	$ 110.00	$ 95.00	$ 1,500.00

NOTE: The volume figures above are based on historical data and are provided for information only.

NSW ICAC EXHIBIT

nswbuy

CONTRACT GUIDE

Contract 100
Temporary Staff
(Contingent Workforce) Contract

CONTRACT PERIOD: 20 April 2009 to 19 April 2012

07/09

NSW ICAC EXHIBIT

Contract 100 – Temporary Staff

The Temporary Staff State Contract provides a 'one stop shop' to hiring temporary staff. To meet the unique temporary staffing needs of government, you can use this contract to find and hire personnel for all your recruitment needs.

To reduce total costs and provide greater access to the best candidates in the market, NSW Government has consolidated contingent workforce expenditure within one contract, delivering greater buying power and better value for buyers.

There is a wide range of staffing resources to choose from including technical, finance, information technology, blue collar, managerial and specialist. This contract delivers savings and real benefits to NSW Government through a best price contract with a single price per supplier, per role, for all small and large NSW government agencies, NGOs, local councils and registered buyers.

NSW Procurement Client Support Centre
McKell Building 2-24 Rawson Place Sydney NSW 2000

T 1800 NSW BUY (1800 679 289)
F (02) 9372 8687
E nswbuy@commerce.nsw.gov.au
I www.nswbuy.com.au

Always ensure you obtain the latest version of the contract guide.

NSW ICAC EXHIBIT

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Introduction

This contract guide is designed to provide customers with all the necessary information needed to use the Temporary Staff (Contingent Workforce – C100) contract.

NSW Procurement provides a full range of procurement services for government agencies and other clients. Services include contract management of common use contracts. These are state contracts on a rolling one to five year renewal cycle for the supply of products and services in common use across many agencies.

The Temporary Staff contract is for provision of temporary staff. It has a term of 3 years expiring on 29 April 2012, plus two 12 month extension options.

This state contract allows users to achieve considerable cost savings due to the combined purchasing power of the NSW state government. It offers value for money including competitive rates, and a quality range of services.

When to use the Contract

NSW Government Agencies may have a requirement to employ temporary staff in the following situations:

- To replace personnel for short periods
- To engage personnel quickly
- To obtain personnel with particular skills
- To cover unexpected vacancies
- To work on projects
- To meet the need for extra personnel during busy periods
- To meet recruitment needs in changing times
- To cover unexpected increases in workloads

This contract does not cover temporary staff employed under section 27, or section 38 of the Public Sector Employment and Management Act 2002 (PSEMA).

Please refer to relevant Premier's Department Circulars, as well as the NSW Government Personnel Handbook, available at www.dpc.nsw.gov.au.

Statutory costs

These are costs outside your control and the agency. The statutory costs include 9% Superannuation Guarantee, Workers Compensation and 5.75% Payroll Tax. Workers Compensation varies depending on a number of factors including type of work, your work environment and the Workers Comp history of the supplier.

Act Quickly

One of the advantages of the contract is the availability of personnel at short notice. This is diminished when a recruitment agency finds suitable candidates quickly but the client is slow responding. Good candidates are likely to be offered to a number of clients simultaneously and consequently, if a government client is too slow with its decision, the candidate may be engaged by another client. Requests to recruitment agencies to act quickly to source personnel need to be matched by the client to act quickly with its decision.

Know your requirements

There are three relationships involved when employing labour hire personnel: the candidate/agency relationship, the candidate/client relationship and the client/agency relationship. For finding successful labour hire personnel, it is important to be open, honest and specific with your requirements. Clear communication will ensure success when engaging temporary staff.

The recruitment agency should be informed at the beginning of the conversation whether the assignment is approved and ready to be filled or whether you are just sourcing rates. A number of agencies have commented on instances where they searched and located a suitable candidate only to find that the client department have not signed-off on the assignment and would not be ready for some time. Agencies do not like raising candidates' expectations unnecessarily.

Using more than one agency

There are two approaches you may wish to consider. First is to contact one of the approved recruitment agencies and request three of its best candidates. Second is to contact three agencies and request their best candidate. The first approach is more suited to standard assignments requiring a typical skill set, experience and qualifications that are freely available, for example, a data entry operator. The second approach is more suited to the more specialised assignments or if there is a shortage of suitable candidates in the market place, for example, a senior finance specialist. Talking to three recruitment agencies about a prospective assignment should ensure a good pool of candidates.

This information is provided as a guide only.

NSW ICAC EXHIBIT

Section 1 – Accessing the Contract

State contracts are established under the authority of the State Contracts Control Board and administered by NSW Procurement, an office of the Department of Commerce.

Organisations Eligible to Purchase from the Contract

The following organisations are eligible to purchase from the Contract:

a) Any department, agency or office of the Commonwealth including any Statutory Authority constituted under Commonwealth legislation
b) Any department, agency or office of any State or Territory of the Commonwealth, including any Statutory Authority constituted under State/Territory legislation
c) Any council of a city, municipality or shire constituted by a State or Territory
d) Any other organisation constituted by or subject to an Act of Parliament either Commonwealth or State or by a Regulation thereunder
e) Any body or association, other than a trading, commercial or industrial firm or corporation, which conducts a service, not being a trade, business or industry followed or carried on for profit, at the request of the Government, in respect of such service
f) Any authority, person, body, corporation, association or organisation, whether incorporated or not, to which permission has been given by the Minister for the Department of Commerce, or an official delegate of the Minister, to issue orders for supplies comprised in that agreement.

For the purpose of parts (d) and (e) examples of typical organisations include, but are not limited to:

- Government Schools and Private Schools
- TAFE Colleges
- Public Hospitals and Area Health Services
- Trustees of Public Parks
- Boards
- Tribunals
- Commissions
- Registries.

For the purposes of part (f) authorities to which permission has been given generally have:

- Charitable or benevolent status
- Non-profit objective
- Level of government subsidy/support.

Examples are:

- Non-Government Schools
- Pre-Schools/Kindergartens and Child Care Centres
- Child Care Centres (excluding privately owned)
- Family Day Care Administrations
- Nursing Homes (excluding privately owned)
- Other community based service providers
- Student support groups which are established under the auspice of the relevant school or education institution
- Arts based groups sponsored by the Ministry for the Arts.

Most eligible organisations have already registered with NSW Procurement in which case they have immediate access to the contracts.

New Customers

To register as a new customer, visit www.nswbuy.com.au > Purchasing for Government. You can either complete the process on line or download and complete an application form. Once approved, you will be advised of your NSWBUY Identification Number and are then eligible to use any of the state contracts administered by NSW Procurement.

smartbuy®

smartbuy® is the NSW Government's electronic procurement system that supports agencies and other authorised buyers to facilitate the streamlining of procurement processes, assisting with the move from paper-based to electronic procurement. Delivering a complete procurement solution from supplier engagement and catalogue management, through to purchasing and reporting, smartbuy® provide a real-time, electronic connection to suppliers.

smartbuy® solutions can support your electronic procurement initiative and achieve direct savings by:

- Increasing purchasing compliance, leading to direct cost savings and product rationalisation
- Reducing transaction and administration costs of purchasing by decreasing the effort of placing orders and removing duplicate processes
- Reducing consumption and improving cash management through reduction of purchasing cycle times

NSW ICAC EXHIBIT

- Reducing an organisation's IT investment and system duplication by utilising existing applications
- Delivering purchasing advantages to organisations through access to a large competitive range of suppliers
- Providing low to zero cost entry for suppliers, removing duplicate costs in the trading support of each agency
- Bringing transparency to the purchasing element of the supply chain through improved reportability.

Placing an Order through smartbuy®

Registered customers have the advantage of signing up as a smartbuy® user.

Simply visit www.smartbuy.nsw.gov.au, complete the e-form in the Buyers section online and submit. Once confirmation of the online application is received back from your organisation's authoriser, a LOG IN and USER ID will be generated to allow you access to the Search and Browse facility of smartbuy®.

The Search and Browse facility allows you to view the goods and services listed and compare prices before placing an order.

Hiring Temporary Staff from C100 Contact

The following is a quick checklist designed to guide users through the processes of using the Temporary Staff contract to purchase Temporary Staff. An order form template is provided on *p28*. To place an order you will need to ensure the following:

☑ **Prepare Purchase Order Information**

- Contract Number and Name (Contingent Workforce -C100)
- Name and address of Supplier and Customer
- NSWBUY Identification Number (If you are unsure if you are a registered buyer with a NSWBUY Identification number contact the Client Support Centre 1800 NSW BUY (1800 679 289) or email nswbuy@commerce.nsw.gov.au)
- Customer's Purchase Order Number
- Date of Order and Commencement Date
- Additional information, such as description of services, role of Temporary Staff personnel, price range and duties performed should also be included.
- Length of assignment

☑ **Refer to the Pricing Schedule in smartbuy®**

You can locate the Pricing Schedule in smartbuy® by clicking "Contracts", finding Contract 100, and selecting the "Details" tab in the last column on the right hand side. Select "Additional Content" tab and then select the c100 Price Schedule.

Please note that the Job Titles listed in the price schedule are high usage Job Titles only. Customers may negotiate Personnel Pay Rates with suppliers if they require a Job Title that is not listed in the price schedule.

The margins provided in the price schedule will apply to all Job Titles for the relevant category

A step-by-step guide to locating the Pricing Schedule in smartbuy® for Temporary Staff is available at: http://www.nswbuy.com.au/Promotions/Temp-Staff.aspx

☑ **Place an order electronically using smartbuy®**

Go to http://www.nswprocurement.com.au/buy-online.aspx and select the "Login to smartbuy®" Link.

A step-by-step guide to purchasing Temporary Staff on smartbuy® is available at: http://www.nswbuy.com.au/Promotions/Temp-Staff.aspx

☑ **OR: Place an order directly with a supplier, via phone, fax or email or your ERP system**

A Supplier Quick Contact list can be found on the NSWBUY website at http://www.nswbuy.com.au/Promotions/Temp-Staff.aspx

To place an order directly, simply refer to the Supplier Quick Contact list, select which Recruitment Agencies you would like to use and send them the required Purchase Order information

Alternatively, your organisation may be using an ERP system or Purchasing Tool to send orders. Simply refer to the Supplier Quick Contact list, select which Recruitment Agencies and order through your agency's procurement procedures using your ERP system or Purchasing Tool.

NSW ICAC EXHIBIT

Pricing

This is a 'best price' contract which means pricing (margin) is fixed for the term of the contract.

Please refer to the "Hiring Temporary Staff from C100 Contract" paragraph *p6* for the location of the pricing schedule related to this contract.

Price is only one element to consider when deciding on candidates. The qualifications, skill set requested and experience of the candidate will influence the actual rate charged. We encourage agencies to be clear on their requirements, seek more than 1 quote for comparison, and speak to suppliers for a final costing.

Cost transparency

Under the Temporary Staff contract, temporary staff charges include the following components;
- Personnel pay rates
- Statutory Costs
- Supplier Margin

Statutory Costs include the following components;
- Superannuation
- Workers Compensation
- Payroll Tax

Supplier margin components differ depending on whether the candidate is;
- PAYG
- Non-PAYG (ie Contractor) (*superannuation component not included in supplier margin*)

Supplier Margin is calculated depending on the relevant;
- Tenure
- Personnel Pay Rate

Note: When calculating the price, remember that Worker's Compensation is not payable on Payroll Tax. Therefore, when working out the total price, use the Personnel pay rate with Superannuation added, then apply the percentage from the Price Schedule for Worker's Compensation payable.

The Temporary Staff contract offers three scenarios for which temporary staff can be sourced and charged for. As part of their pricing structure, some suppliers have separated out the sourcing fee element of their pricing. These are identified in the price schedule available on smartbuy®. (where a supplier has a figure listed in the "Sourcing Fee" column under Personnel Pay Rates per job title). The three scenarios are best described below.

1) *Supplier sources candidate and Client amortises sourcing fee over time of contract*

This will be the most common charging structure experienced by clients under this contract. The following components should be included in calculations.

PAYG
Personnel pay rates
Statutory charges
Supplier Margin (apply relevant margin, depending on tenure and pay rates)

Non-PAYG
Personnel pay rates
Statutory charges (no superannuation component)
Supplier Margin (apply relevant margin, depending on tenure and personnel pay rates)

2) *Supplier sources candidate and Client pays sourcing fee upfront (also referred to as the Alternate Cost Structure)*

This charging structure is available in the event that clients would like to pay the sourcing fee in total upfront. The following components should be included in the calculations.

PAYG
Personnel pay rates
Statutory charges
Supplier Margin (apply "Payroll Only" margin, relating to pay rate, plus sourcing fee)

Non-PAYG
Personnel pay rates
Statutory charges (no superannuation component)
Supplier Margin (apply "Payroll Only" margin, relating to pay rate, plus sourcing fee)

3) *Client sources candidate (no sourcing fee is payable)*
On some occasions, clients know of a candidate and bring this person to the attention of their preferred supplier. As the supplier has not incurred a cost in sourcing the candidate, a sourcing fee may not apply. The following components should be included in calculations.

PAYG
Personnel pay rates
Statutory charges
Supplier Margin (apply "Payroll Only" margin, relating to pay rate)

Non-PAYG
Personnel pay rates
Statutory charges (no superannuation)
Supplier Margin (apply "Payroll Only" margin, relating to pay rate)

NSW ICAC EXHIBIT

NB: Not all suppliers have separated out the sourcing fee element. The above is only possible for suppliers that have supplied separate sourcing fees.

Bulk order Discounts

Some Contractors provide discounts on the margin for bulk orders of 10, 20, 30, 40, 50 or more personnel. These discounts are listed in Section 4.

Volume Discounts

Where the purchase of services by all Customers exceeds the total annual estimated expenditure ($420M), some Contractors provide a volume discount for the remainder of the term, and this discount will apply to all Customer Contracts. Volume growth will be assessed on an annual basis.

Important Note

Any additional conditions relating to the assignment, such as overtime, special hours or travel requirements etc should be included in the Official Order. These are to be agreed to by both the client and the supplier, and **must not** detract from the Deed of Agreement of the contract.

Any confirmation letters received from suppliers **must not** have attached, refer to, or have printed, any additional terms and conditions of business, or similar. Clients should not be signing any additional conditions or agreements, only the official order.

Operation of Nominee Purchasing

Introduction

The Nominee Purchaser Arrangement was created under REG 18 of the Public Sector (Goods and Services) Regulation 2000 (NSW). The Regulation allows the State Contracts Control Board ("SCCB") to provide access to suppliers of public sector agencies to SCCB standing offer agreements for the provision of goods and services. These suppliers are known as Nominee Purchasers. The public sector agencies making the nominations are known as Nominating Agencies.

What is a Nominee Purchaser?

"Nominee Purchaser" means a supplier to a public sector agency, nominated by the public sector agency to be authorised to place Orders under Standing Offer Agreements provided to that agency registered by NSW Procurement. Access of nominee purchasers to SCCB standing offer agreements:

- Is limited to standing offer agreements relevant to the contract between the nominating agency and the nominee purchaser, and which are specifically listed in the nominee purchaser's registration; and
- Is for a fixed period of registration, usually ending on the completion of the term of the contract between the nominating agency and the nominee purchaser.
- A nominee purchaser must not purchase goods or services under a SCCB standing offer agreement, unless they are related to its obligations under a contract with a public sector agency and are used during the term of such a contract or included or incorporated in works, goods or services to be provided to the public sector agency.

For further information regarding the use of state contracts and/or smartbuy® please contact:

NSW Procurement Client Support Centre
McKell Building 2-24 Rawson Place Sydney NSW 2000
T 1800 NSW BUY (1800 679 289)
F (02) 9372 8077
E nswbuy@commerce.nsw.gov.au
I www.nswbuy.com.au

NSW ICAC EXHIBIT

Section 2 – Range of Products/Services

The new contract has nine categories of Temporary Staff services available on contract.

Category	Category Description
A	Administration
B	Finance
C	Specialist
D	Industrial
E	Professional
F	Technical
G	IT Network/Equipment
H	IT Management, Implementation & Support
I	IT Application/Database/Systems

The Temporary Staff (Contingent Workforce – C100) State Contract offers up-to-date role descriptions that meet a variety of staffing needs, including technical, finance, Information Technology, blue collar, managerial and specialist. The categories and role descriptions available under this contract include:

Category A – Administrative Personnel

Administration Assistant
Call or Contact Centre Team Leader
Customer Service Officer
Data Entry Operator
Executive Assistant
Office Support
Receptionist / Switchboard Operator

Category B – Finance Personnel

Accountant / Management Accountant /Senior Accountant
Auditor / Audit Manager / Auditor (Senior) / IT Auditor
Business Analyst / Financial Analyst
Credit Officer/Manager
Finance Officer / Accounts Clerk / Book keeper
Finance Specialist
Financial Controller
Financial Planner
Investigator
Payroll Officer / Manager

Category C – Specialist Personnel

Communications / Media / Promotion / Public Relations
Contract / Procurement / Vendor (Officer or Manager)
Distribution / Warehouse / Inventory (Officer or Manager)
Field Officer
Graphic Designer
Human Resources / Training & Development / Trainers
Lease (Administrator or Negotiator)
Legal Support / Law Clerks / Paralegal
Library / Archives / Record Management
Logistics / Supply Chain (Officer or Manager)
Marketing / Advertising (Officer, Manager or Specialist)
Policy (Officer or Manager)
Program (Officer, Manager or Director)
Project (Officer, Manager or Analyst)
Property Valuer / Conveyancer
Security Specialist

Category D – Industrial Personnel

Apprentice
Arborist
Battery Fitter
Blacksmith/Boilermaker
Bricklayer
Bridge Worker
Building Inspector
Building Services Employee
Carpenter
Chef
Cleaner
Concrete Inspector
Concreter
Crane, Hoist or Lift Operator
Crossing Supervisor
Driver /Truck Driver / Tow Truck Driver
Electrician
Fencer
Fitter
Gardener
Kitchenhand
Labourer - Various
Landscape Gardener
Leading Hand
Line Marker
Maintenance Handyman
Maintenance Patrolman
Maintenance Planner
Mechanic
Operators of Explosive-Powered Tools
Painter
Plant Operator
Plasterer
Plumber
Production Worker
Rigger

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Category D – Industrial Personnel (cont)

Road / Bridge Performance Tester
Road Traffic Controller
Road Worker
Roofer
Security Officer
Signwriter
Steersman
Stonemason
Storeman and Packer
Storeperson
Survey Field Hand
Team Leader
Timberperson
Track Worker / Labourer
Tradesperson's / Technician's Assistant
Transport Facility Worker
Waiter
Welder
Yardman

Category E – Professional Personnel

Archaeology and Heritage Advisor
Architect
Camera Enforcement Officer
Chemist
Engineer - Bridge /Chemical /Civil /Construction /Electrical /Electronic /Industrial /Mechanical /Maintenance /Traffic etc.
Environmental Officer/Scientist
Food Technologist
Geographic Information Specialist
Geologist
Geophysicist
Hydrologist
Metallurgist
OHS&R / Safety Compliance Officer/Manager
Project Engineer
Project Manager/Officer
Project Planner/Cost Engineer
Quality Assurance /Quality Control Manager
Scientist
Surveyor / Engineering Surveyor
Town Planner
Traffic and Transport Planner
Urban and Regional Planner

Category F – Technical Personnel

Asset Officer/Manager
Clerk of Works
Control Room Supervisor
Designer - Construction / Industrial
Development Officer/Manager
Documentation Officer
Drafter
Engineering Associate/Technician
Estimator
Facilities or Property Officer/Manager
Inspector
Installation & Maintenance Supervisor
Interior Designer
Property Acquisition Officer
Signal Technician
Site Supervisor
Site/Works Supervisor
Surveillance Officer / Steel Inspection - Bridges
Surveyor's Assistant
Technical Officer
Technician - Engineering / Science / Laboratory / Processing

Category G – ICT: Network and Equipment Personnel (PAYG and contractors)

Computer Network and Systems Engineer
Data Network Engineer
Hardware Technician
Network Administrator
Network Designer / Architect
Network Security Consultant
Network Support
Network Technical Consultant
Network/Operations Manager
Novell Engineer / Specialist
PABX Systems Technician
Project Manager (Network and Equipment)
Radio Communications Technician
Server Engineer
Support and Test Engineers
Support Technicians
Telco / Voice / Communications Analyst
Telecommunications Engineer / Field Engineer
Telecommunications Network Engineer
Telecommunications Technician
VoIP Consultant
WAN Specialist

Category H – ICT: Management, Implementation and Support Personnel (PAYG and contractors)

Business Continuity Manager
Business to Business Integration Specialist
Change Management Specialist
CIO
Data Centre Facilities Supervisor
Data Centre Support Analyst

NSW ICAC EXHIBIT

Category H – ICT: Management, Implementation and Support Personnel (PAYG and contractors) (cont)

Desktop Support
Documentation Specialist
Help Desk Support / Manager
ICT Business Analyst
ICT Operations Manager
ICT Strategy Planner / Consultant
ICT Trainer
IT Manager
IT Specialist / ICT Consultant
Project Coordinator / Project Manager / Program Manager
Security Consultant/Specialist
Technical Manager

Category I – ICT: Applications, Databases and Systems Personnel (PAYG and contractors)

Net Specialist
Analyst Programmer / Applications Developer
C# Specialist
Computer Operator
Data Modeller / Architect
Data Warehouse Technologist / Specialist / Developer
Database Administrator / Designer / Analyst
Email Technical Specialist
ERP/CRM Functional / Technical Consultant
Mercury Specialist
Microsoft Consultant
Multimedia Designer / Specialist
Project Manager (Applications, Databases and Systems)
SAP Professionals
Siebel Specialist
Software Engineer
Solaris / Unix Administrator
Solution Architects /Designers
System Tester
Systems Administrator
Systems Analyst
Systems Architect/Designer
Technical Writer
Test Manager/Leader/Analyst
TSM Specialist
Web Site Content Manager
Web Site Designer/Consultant/Developer

NSW ICAC EXHIBIT

Section 3 – Key Features

This section contains the key features of the contract that may be of interest to customers.

- Average potential savings: 30% p.a. based on average margins, representing $16M pa savings*
- Best Price Contract – a single price per supplier per role. Small and large NSW government agencies, NGO's and local councils will all receive the same rates, to help track and control temporary staff purchasing.
- A choice of NSW's top recruitment agencies, with the ability to source and retain quality personnel, at the best government rates, and that will enhance NSW Government as an "employer of choice".
- One contract with up-to-date job descriptions that meets a variety of staffing needs, including technical, finance, IT, blue collar, managerial and specialist.
- Ability for NSW Government Agencies to negotiate Service Level Agreements for value added service such as consolidated invoicing, permanent recruitment services, induction services, and HR Consultancy Services.
- Full coverage for all NSW regional areas. (This includes Far Western, New England, North West, Northern Rivers, Holiday Coast, Central Western, Riverina, Murray and South Eastern NSW).

* Based on previous state contract average margins

NSW ICAC EXHIBIT

Section 4 – Suppliers

The following Suppliers have been awarded the Temporary Staff (Contingent Workforce – C100) State Contract.

To ensure you can receive the savings and benefits that come from using this contract, including pricing and terms and conditions, you must be engaged by and invoiced by one of the 18 primary recruitment agencies on this contract. (listed in the Recruitment Agencies and Categories table on *p13*).

SUPPLIERS

- Australia Personnel Global
- Challenge Recruitment
- Chandler Macleod
- Clicks Hoban Recruitment (formerly t/a Clicks Recruitment)
- Finite Recruitment
- Greythorn Smalls
- Hamilton James & Bruce
- Hays Specialist Recruitment
- Hudson Global Resources
- IPA Personnel
- Michael Page International
- Paxus Australia
- Peoplebank Australia
- Quay Appointments
- Randstad
- Ross Human Directions
- Talent International
- Workforce International

If you are dealing with, or engaged by, a company claiming to be in partnership with a primary recruitment agency, they must deal with you under the primary recruitment agency name, not their own individual agency name. You will not be guaranteed the contract pricing and/or terms and conditions if you engage under the individual agency name.

Recruitment agencies can only provide temporary staff for categories to which they have been awarded (see table on Recruitment Agencies and Categories on *p13*)

Printed Catalogues

The supplier will provide catalogues of the services available for supply under the contract upon request. These are free of charge to customers on a reasonable request basis. The information in the catalogues will be regularly updated by the Supplier through newsletters and other bulletins to ensure that customers are kept up to date on changes to the range of services available.

NSW ICAC EXHIBIT

Recruitment Agencies and Categories

Recruitment Agency	Cat A - Administration	Cat B - Finance	Cat C - Specialist	Cat D - Industrial	Cat E - Professional	Cat F - Technical	Cat G - IT Network, Equipment	Cat H - IT Management, Implementation & Support	Cat I - IT Applications, Database, Systems
Australia Personnel Global				✓					
Challenge Recruitment				✓					
Chandler Macleod				✓	✓	✓		✓	
Clicks Hoban Recruitment (formerly t/a Clicks Recruitment)				✓	✓	✓		✓	
Finite Recruitment		✓	✓	✓	✓	✓	✓	✓	✓
Greythorn Smalls							✓	✓	✓
Hamilton James & Bruce					✓	✓		✓	✓
Hays Specialist Recruitment	✓	✓						✓	
Hudson Global Resources	✓								
IPA Personnel					✓				
Michael Page International		✓	✓						
Paxus Australia							✓		✓
PeopleBank Australia							✓	✓	✓
Quay Appointments	✓	✓							✓
Randstad	✓	✓	✓	✓		✓	✓		✓
Ross Human Directions	✓	✓	✓	✓	✓	✓	✓		✓
Talent International					✓	✓	✓	✓	✓
Workforce International				✓					

NSW ICAC EXHIBIT

Australia Personnel Global

Company:	Australia Personnel Global
Contact:	Glenn Redman
ABN:	24 135 632 235
Site address:	Suite G2, 1 Bolger St, Campbelltown NSW 2560
Post address:	PO Box 234, Macarthur Square NSW 2560
Telephone:	02 4626 6722
Facsimile:	02 4628 9803
E-mail:	glenn@apglobal.com.au
Internet:	www.apglobal.com.au

Supplier Notes

Services
Category D - Industrial

Discount
Bulk Orders:
10+ Personnel – 2%
20+ Personnel – 4%
30+ Personnel – 5%
40+ Personnel – 10%
50+ Personnel – 12%

Daily Rate - 2%
Consolidated Invoicing - 2%

Sub-Contractors
Nil

Regions Covered
All

Regional Office Location
Tamworth

Challenge Recruitment

Company:	Challenge Recruitment
Contact:	Renata Bilotta
ABN:	82 083 202 939
Site address:	Level 11 100 George Street Parramatta NSW 2150
Post address:	Level 11 100 George Street Parramatta NSW 2150
Telephone:	02 9633 0500
Facsimile:	02 9633 0501
E-mail:	rbilotta@challengeltd.com
Internet:	www.challengltd.com

Supplier Notes

Services
Category D - Industrial

Discount
Bulk Orders:
10+ Personnel – 1%
20+ Personnel – 2%
30+ Personnel – 5%
40+ Personnel – 8%
50+ Personnel – 10%

Daily Rate - 1%
Consolidated Invoicing - 2%

Sub-Contractors
Nil

Regions Covered
Northern Rivers
Holiday Coast

NSW ICAC EXHIBIT

Chandler Macleod Group

Company: Chandler Macleod Group
Contact: Tony Georginis
ABN: 33 090 555 052
Site address: Level 8, 32 Walker St, North Sydney NSW 2060
Post address: PO Box 6005, North Sydney NSW 2060
Telephone: 02 8836 0600
Facsimile: 02 9633 3066
E-mail: tony.georginis@chandlermacleod.com
Internet: www.chandlermacleod.com

Supplier Notes

Services
Category D – Industrial
Category E – Professional
Category F – Technical
Category H – IT Management, Implementation & Support

Discount
Bulk Orders:
10+ Personnel – 0%
20+ Personnel – 5%
30+ Personnel – 7%
40+ Personnel – 10%
50+ Personnel – 12%

Sub-Contractors
Entec
Diversiti

Regions Covered
All

Regional Office Locations
Canberra
Orange
Tamworth
Wodonga VIC
Young

Clicks Hoban Recruitment (formerly t/a Clicks Recruitment)

Company: Clicks Hoban Recruitment (formerly t/a Clicks Recruitment)
Contact: Nick Bacon
ABN: 51 094 789 910
Site address: Level 11, 39 York St, Sydney NSW 2000
Post address: Level 11, 39 York St, Sydney NSW 2000
Telephone: 02 9200 4430
Facsimile: 02 9200 4440
E-mail: nickb@clicksrecruit.com.au
Internet: www.clicksrecruit.com.au

Supplier Notes

Services
Category D – Industrial
Category E – Professional
Category F – Technical
Category H – IT Management, Implementation & Support

Discount
Bulk Orders:
10+ Personnel – 2%
20+ Personnel – 2%
30+ Personnel – 2%
40+ Personnel – 2%
50+ Personnel – 3%

Daily Rate – 4%
Consolidated Invoicing – 2%

Sub-Contractors
Coffs Harbour All Staff Professional
Edmen Recruitment
Hoban Recruitment
Industry Recruitment
North Coast Recruitment

Regions Covered
All

Regional Office Locations
Coffs Harbour
Lismore

NSW ICAC EXHIBIT

Finite Recruitment Solutions

Company:	Finite Recruitment Solutions
Contact:	Jean Martin
ABN:	43 085 406 300
Site address:	Level 31, 264-278 George St, Sydney NSW 2000
Post address:	Level 31, 264-278 George St, Sydney NSW 2000
Telephone:	02 8243 6843
Facsimile:	02 8243 6866
E-mail:	jeanm@finite.com.au
Internet:	www.finite.com.au

Supplier Notes

Services
Category B - Finance
Category C - Specialist
Category D – Industrial
Category E – Professional
Category F – Technical
Category G – IT Network & Equipment
Category H – IT Management, Implementation & Support
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 2%
20+ Personnel – 4%
30+ Personnel – 6%
40+ Personnel – 8%
50+ Personnel – 10%

Sub-Contractors
Conduit Recruitment
Kelly Services

Regions Covered
All

Regional Office Locations
Canberra
Southport (Qld)

Greythorn Smalls

Company:	Greythorn Smalls
Contact:	Scott Small
ABN:	60 001 719 259
Site address:	Level 8, 33 York St, Sydney NSW 2000
Post address:	Level 8, 33 York St, Sydney NSW 2000
Telephone:	02 9290 3733
Facsimile:	02 9290 3415
E-mail:	scott.small@greythornsmalls.com
Internet:	www.greythornsmalls.com

Supplier Notes

Services
Category G – IT Network & Equipment
Category H – IT Management, Implementation & Support
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 5%
20+ Personnel – 6%
30+ Personnel – 7%
40+ Personnel – 8%
50+ Personnel – 10%

Daily Rate – 1%
Consolidated Invoicing – 1%

Sub-Contractors
Calibrate Recruitment
Forsythes
GWS Personnel
JHA Recruitment & Staff@Work
Greythorn Pty Ltd
Smalls Recruiting
Techwriter Placements

Regions Covered
All
Regional Office Locations
Ballina
Byron Bay
Canberra
Dubbo
Gosford
Lismore
Newcastle
Orange
Parkes
Port Macquarie
Wagga Wagga
Wollongong

NSW ICAC EXHIBIT

Hamilton James & Bruce

Company:	Hamilton James & Bruce Group
Contact:	Dawn Toynton
ABN:	90 091 302 975
Site address:	Level 11, 20 Bridge St, Sydney NSW 2000
Post address:	Level 11, 20 Bridge St, Sydney NSW 2000
Telephone:	02 8248 7136
Facsimile:	02 8248 7200
E-mail:	dtoynton@hjb.com.au
Internet:	www.hjb.com.au

Supplier Notes

Services
Category E – Professional
Category F – Technical
Category H – IT Management, Implementation & Support
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 1%
20+ Personnel – 2%
30+ Personnel – 3%
40+ Personnel – 4%
50+ Personnel – 5%

Daily Rate – 1%

Sub-Contractors
Smalls Recruiting
GWS Personnel
JHA Recruitment
Staff @ Work
Bayside Personnel
Techstaff Pty Ltd
Aspire IT International
Hi Tech Personnel

Regions Covered
All

Regional Office Locations
Albury
Dubbo
Lismore
Mitchell ACT
Orange
Wagga Wagga

Hays Specialist Recruitment

Company:	Hays Specialist Recruitment
Contact:	Jane Donnelly
ABN:	47 001 407 281
Site address:	Level 11, 2 Chiefly Square, Sydney NSW 2000
Post address:	GPO Box 3868, Sydney NSW 2001
Telephone:	1300 434 891
Facsimile:	02 9223 2273
E-mail:	C100@hays.com.au or jane.donnelly@hays.com.au
Internet:	www.hays.com.au

Supplier Notes

Services
Category A - Administration
Category B - Finance
Category H – IT Management, Implementation & Support

Discount
Bulk Orders:
10+ Personnel – 3%
20+ Personnel – 5%
30+ Personnel – 10%
40+ Personnel – 10%
50+ Personnel – 10%

Sub-Contractors
Nil

Regional Office Locations
Newcastle
Wollongong

Regions Covered
All

NSW ICAC EXHIBIT

Hudson Global Resources

Company:	Hudson Global Resources
Contact:	John Hiron
ABN:	21 002 888 762
Site address:	Level 19, 45 Clarence St, Sydney NSW 2000
Post address:	GPO Box 3995, Sydney NSW 2001
Telephone:	02 8233 2541
Facsimile:	02 8223 4903
E-mail:	john.hiron@hudson.com
Internet:	http://au.hudson.com

Supplier Notes

Services
Category A - Administration

Discount

Sub-Contractors
Smalls Recruiting
GWS Personnel
JHA Recruitment
Staff @ Work

Regions Covered
All

Regional Office Locations
Canberra
Newcastle

IPA Personnel

Company:	IPA Personnel
Contact:	Zac Smith
ABN:	69 060 472 666
Site address:	Suite 1502, L15, 264-278 George St, Sydney NSW 2000
Post address:	Suite 1502, L15, 264-278 George St, Sydney NSW 2000
Telephone:	02 9220 6924
Facsimile:	02 9220 6999
E-mail:	zsmith@ipa.com.au
Internet:	www.ipa.com.au

Supplier Notes

Services
Category E - Professional

Discount
Bulk Orders:
10+ Personnel – 2%
20+ Personnel – 2%
30+ Personnel – 2%
40+ Personnel – 2%
50+ Personnel – 2%

Sub-Contractors
Flexiforce Australia
APS Pacific
Tamworth Secretarial & Employment
Workfront
BDS Recruitment

Regions Covered
All

Regional Office Locations
Canberra
Coffs Harbour
Grafton
Griffith
Shellharbour
Tamworth
Wagga Wagga

NSW ICAC EXHIBIT

Michael Page International

Company: Michael Page International
Contact: Carolyn Rogers
ABN: 58 002 872 264
Site address: Level 7, 1 Margaret St, Sydney NSW 2000
Post address: Level 7, 1 Margaret St, Sydney NSW 2000
Telephone: 02 8292 2080
Facsimile: 02 8292 2001
E-mail: carolynrogers@michaelpage.com.au
Internet: www.michaelpage.com.au

Supplier Notes

Services
Category B - Finance
Category C - Specialist

Discount

Sub-Contractors
Smalls Recruiting
GWS Personnel
JHA Recruitment
Staff @ Work

Regions Covered
All

Paxus Australia

Company: Paxus Australia
Contact: Richard Barnett
ABN: 35 004 609 616
Site address: Level 19, 99 Walker St, North Sydney NSW 2060
Post address: Level 19, 99 Walker St, North Sydney NSW 2060
Telephone: 02 9464 5973
Facsimile: 02 9464 5858
E-mail: rbarnett@paxus.com.au
Internet: www.paxus.com.au

Supplier Notes

Services
Category G – IT Network & Equipment
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 0%
20+ Personnel – 6%
30+ Personnel – 12%
40+ Personnel – 18%
50+ Personnel – 24%

Sub-Contractors
Nil

Regions Covered
All

Regional Office Locations
Nowra

NSW ICAC EXHIBIT

Peoplebank Australia

Company:	Peoplebank Australia
Contact:	Chris Gordon
ABN:	42 003 995 748
Site address:	Level 17, 15 Blue St, North Sydney NSW 2060
Post address:	PO Box 6335, North Sydney NSW 2059
Telephone:	02 9409 4700
Facsimile:	02 9922 1929
E-mail:	chris.gordon@peoplebank.com.au
Internet:	www.peoplebank.com.au

Supplier Notes

Services
Category G – IT Network & Equipment
Category H – IT Management, Implementation & Support
Category I - IT Applications, Database & Systems

Discount

Dealers
Complete Staff Solutions

Regions Covered
All

Regional Office Locations
Broadmeadow
Taree
Tuggerah

Quay Appointments

Company:	Quay Appointments
Contact:	Winsome Bernard
ABN:	32 065 568 685
Site address:	Level 7, 200 George St, Sydney NSW 2000
Post address:	PO N118 Grosvenor Place NSW 1220
Telephone:	02 9251 7339
Facsimile:	02 9251 7332
E-mail:	wbernard@quayappointments.com.au
Internet:	www.quayappointments.com.au

Supplier Notes

Services
Category A - Administration
Category B - Finance
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 4%
20+ Personnel – 5%
30+ Personnel – 6%
40+ Personnel – 7%
50+ Personnel – 8%

Sub-Contractors
Complete Staff Solutions
Competent Appointment Service
Enterprise & Training Company
Enterprise IT Services
Focus Personnel
Macquarie Business Centre
Oxbow t/a North Coast Recruitment
People Fusion
Workforce on Tap
The Recruitment Company Pty Ltd (TRC)

Regions Covered
All

Regional Office Locations

Albury	Coffs Harbour	Port Macquarie
Broken Hill	Lismore	Wagga Wagga
Canberra	Orange	

NSW ICAC EXHIBIT

Randstad

Company:	Randstad
Contact:	Peter Cowan
ABN:	28 080 275 378
Site address:	Level 5, 109 Pitt St, Sydney NSW 2000
Post address:	GPO Box 4640, Sydney NSW 2001
Telephone:	02 8258 9604
Facsimile:	02 8258 9611
E-mail:	pcowan@randstad.com.au
Internet:	www.randstad.com.au

Supplier Notes

Services
Category A – Administration
Category B - Finance
Category C - Specialist
Category D – Industrial
Category F – Technical
Category G – IT Network & Equipment
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 4%
20+ Personnel – 5%
30+ Personnel – 7%
40+ Personnel – 10%
50+ Personnel – 12%

Sub-Contractors
Hill McGlynn Australia
HR Partners
Link Recruitment (a division of Randstad)

Regions Covered
All

Regional Office Locations
Lavington
Newcastle
Wollongong
Canberra

Ross Human Directions

Company:	RossJuliaRoss
Contact:	Kylie Saunders
ABN:	25 003 758 709
Site address:	Level 2, 14 Martin Place, Sydney NSW 2000
Post address:	Level 2, 14 Martin Place, Sydney NSW 2000
Telephone:	02 8267 4600
Facsimile:	02 8267 4555
E-mail:	kylie.saunders@rossjuliaross.com
Internet:	www.rossjuliaross.com

Supplier Notes

Services
Category A - Administration
Category B - Finance
Category C - Specialist
Category D – Industrial
Category E – Professional
Category F – Technical
Category G – IT Network & Equipment
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 0%
20+ Personnel – 1%
30+ Personnel – 1%
40+ Personnel – 1%
50+ Personnel – 2%

Daily Rate – 5%

Sub-Contractors
Nil

Regions Covered
All

Regional Office Locations
Broken Hill
Coffs Harbour
Tamworth

NSW ICAC EXHIBIT

Talent International

Company:	Talent International
Contact:	Amanda Capel
ABN:	15 094 099 617
Site address:	Level 23, 123 Pitt St, Sydney NSW 2000
Post address:	Level 23, 123 Pitt St, Sydney NSW 2000
Telephone:	02 9223 9855
Facsimile:	02 9223 9833
E-mail:	amandac@talentinternational.com.au
Internet:	www.talentinternational.com.au

Supplier Notes

Services
Category E – Professional
Category F – Technical
Category G – IT Network & Equipment
Category H – IT Management, Implementation & Support
Category I - IT Applications, Database & Systems

Discount
Bulk Orders:
10+ Personnel – 1%
20+ Personnel – 2%
30+ Personnel – 3%
40+ Personnel – 4%
50+ Personnel – 5%

Sub-Contractors
Clements Recruitment

Regions Covered
All

Workforce International

Company:	Workforce International
Contact:	Paul Rixon
ABN:	91 894 526 904
Site address:	Level 1, 601 Botany Rd, Rosebery NSW 2018
Post address:	PO Box 6226, Alexandria NSW 2015
Telephone:	02 9310 6900
Facsimile:	02 9698 2975
E-mail:	paul.rixon@workforce.com.au
Internet:	www.workforce.com.au

Supplier Notes

Services
Category D – Industrial

Discount
Bulk Orders:
10+ Personnel – 0%
20+ Personnel – 2%
30+ Personnel – 3%
40+ Personnel – 4%
50+ Personnel – 5%

Sub-Contractors
Nil

Regions Covered
New England
Northern Rivers
Holiday Coast

Regional Office Locations
Grafton
Port Macquarie
Tamworth
West Gosford
Warabrook
Unanderra
Tweed Heads

NSW ICAC EXHIBIT

Summary information on regional coverage

The following table summaries information from the preceding pages on regional locations where offices of suppliers are located:

Office locations	Supplier
Albury	Hamilton James & Bruce
	Quay Appointments
Ballina	Greythorn Smalls
Broadmeadow	Peoplebank Australia
Broken Hill	Quay Appointments
	Ross Human Directors
Byron Bay	Greythorn Smalls
Canberra ACT	Chandler Mcleod Group
	Finite Recruitment Solutions
	Greythorn Smalls
	Hudson Global Resources
	IPA Personnel
	Quay Appointments
	Randstad
Coffs Harbour	Clicks Hoban Recruitment (formerly t/a Clicks Recruitment)
	IPA Personnel
	Quay Appointments
	Ross Human Directors
Dubbo	Greythorn Smalls
	Hamilton James & Bruce
Gosford	Greythorn Smalls
Grafton	IPA Personnel
	Workforce International
Griffith	IPA Personnel
Lavington	Randstad
Lismore	Clicks Hoban Recruitment (formerly t/a Clicks Recruitment)
	Greythorn Smalls
	Hamilton James & Bruce
	Quay Appointments
Mitchell ACT	Hamilton James & Bruce
Newcastle	Greythorn Smalls
	Hays Specialist Recruitment
	Hudson Global Resources
	Randstad

Office locations	Supplier
Nowra	Paxus Australia
Orange	Chandler Mcleod Group
	Greythorn Smalls
	Hamilton James & Bruce
	Quay Appointments
Parkes	Greythorn Smalls
Port Macquarie	Greythorn Smalls
	Quay Appointments
	Workforce International
Shellharbour	IPA Personnel
Southport (Qld)	Finite Recruitment Solutions
Tamworth	Australia Personnel Global
	Chandler Mcleod Group
	IPA Personnel
	Ross Human Directors
	Workforce International
Taree	Peoplebank Australia
Tuggerah	Peoplebank Australia
Tweed Heads	Workforce International
Unanderra	Workforce International
Wagga Wagga	Greythorn Smalls
	Hamilton James & Bruce
	IPA Personnel
	Quay Appointments
Warabrook	Workforce International
West Gosford	Workforce International
Wodonga VIC	Chandler Mcleod Group
Wollongong	Greythorn Smalls
	Hays Specialist Recruitment
	Randstad
Young	Chandler Mcleod Group

NSW ICAC EXHIBIT

Section 5 – Frequently Asked Questions

Why should I use the new contract?

The new contract will deliver savings and benefits to NSW Government which includes:

- Best Price Contract – a single price per supplier per role. Small and large NSW government agencies, NGO's and local councils will all receive the same rates, to help track and control your temporary staff purchasing.
- Based on previous State contract margins, your Agency can achieve significant savings, ranging from 26% to 46%.
- A choice of NSW's top recruitment agencies, with the ability to source and retain quality personnel, at the best government rates, that will enhance NSW Government as an "employer of choice".
- A mix of broad-scope and small-scope suppliers.
- One contract with up-to-date job descriptions that meets a variety of staffing needs, including technical, finance, IT, blue collar, managerial and specialist.
- Contract management framework that will facilitate supplier performance and enhance supplier relationships to ensure a high level of efficiency.
- Ability for NSW Government agencies to negotiate Service Level Agreements for value added services such as consolidated invoicing, permanent recruitment services, induction services, and HR Consultancy Services.
- Full coverage of all NSW regional areas. This includes Far Western, New England, North West, Northern Rivers, Holiday Coast, Central Western, Riverina, Murray and South Eastern NSW.

How many suppliers are on the Temporary Staff contract?

- Eighteen (18) suppliers have been awarded to the Temporary Staff contract. There are 9 categories of recruitment available on contract. Recruitment agencies can only provide temporary staff for the categories to which they have been awarded.
- Some recruitment agencies are operating in partnership with additional recruitment agencies. If you are dealing with or engaged by a company claiming to be in partnership with a prime recruitment agency, they must deal with you under the prime recruitment agency name.
- To ensure you receive the savings and benefits that come from using this contract, you must be engaged and invoiced by one of the 18 prime recruitment agencies. Please refer to Recruitment Agencies on Contract and Categories table.

Does the Temporary Staff contract include temporary staff for "technical areas" (medical / health / nurses, teaching, engineers, specialists, managers) or is it more office environment?

- The new Temporary Staff contract does not include temporary staff for frontline services, e.g. teachers, police, nurses etc. The Temporary Staff contract does include technical, IT, blue collar, managerial and specialist positions. For a full list of Temporary Staff job descriptions please refer to www.nswbuy.com.au

How does the transition and implementation of the Temporary Staff Contract affect my temporary staff?

- Employment conditions and pay rates of temporary staff are not affected by the transition requirements.

What is the Transition Period for transitioning temporary staff from outgoing suppliers to incoming suppliers?

- A 90-day Transition Period has been allowed for clients and suppliers to transition temporary staff from outgoing suppliers to incoming suppliers for the new Temporary Staff contract. The Transition Period will commence on 20 April 2009 and finish on 19 July 2009.
- The transition of temporary staff from outgoing to incoming suppliers cannot be forced where there is an existing order, without the agreement of all parties.

NSW ICAC EXHIBIT

Will my temporary staff members' pay increase/ decrease when transferring to another recruitment agency?

- No. Pay rates will remain the same unless the temporary staff member negotiates a higher pay rate with their recruitment agency and the NSW Government agency agrees to pay this.
- Pay rate increases cannot be via a reduction in the Supplier Margins. Under the temporary staff contract a reduced supplier margin must be approved by the State Contracts Control Board (SCCB) and made available to all eligible customers of this SCCB contract.

How do I get an exception to the 90 day transition requirements?

For the purposes of business continuity, an exception to the 90 day transition period may apply where the following four conditions exist together:

1. A customer Contract exists with an outgoing supplier that expires after the 3-month Transition Period;
2. the temporary staff is not currently registered with an incoming supplier;
3. the temporary staff will not transfer to an incoming supplier before expiry of their tenure; and,
4. the agency decides it must retain the temporary staff for the remainder of their tenure for business continuity reasons.

Steps to lodging an exception

I. Review the list of incoming suppliers.
II. Refer to your Temporary Staff Profile
III. Decide which incoming suppliers your Agency will continue a relationship with, which incoming suppliers you will embark on a new relationship with, and identify which outgoing suppliers you will need to cease a relationship with.
IV. Identify any exceptions to the 3-month transition period and obtain your senior management's approval of these exceptions to the Transition Period.
V. Lodge with NSW Procurement any exceptions to the Transition Period via the NSW Procurement Client Support Centre on 1800 NSWBUY (1800 679 289) or nswbuy@commerce.nsw.gov.au. Include the number of temporary staff involved, their job descriptions, and the value and tenure of their engagement.

5. Where an exception to the Transition Period does not apply, engage your temporary staff and:
   a. Inform them of your organisation's decision regarding incoming suppliers
   b. Explain that they need to work for a supplier on government contract if they wish to continue working for your agency
   c. Inform them it is likely that their current supplier will contact them regarding transitioning
6. Immediately inform outgoing supplier/s of the temporary staff that do need to be transitioned to an incoming supplier within the 3-month Transition Period.
7. Immediately inform outgoing supplier/s of the temporary staff that do not require transitioning, due to an exception to the 3-month Transition Period, or due to an existing contractual agreement with current suppliers for longer than a three month period.
8. Inform your new supplier(s) that outgoing suppliers have been informed of the temporary staff that need to be transitioned by 19 July 2009.

Is there a notice period needed for lodging an exception, or applying for an exemption?

- There is no defined notice period. The notice required will vary on a case by case basis.
- Further information on exemptions under 'How do I seek an exemption….?'

Can temporary staff make the decision if an exception or exemption applies?

- No. Only senior management of NSW Government agencies can decide that an exception to the Transition Period is required, based upon business continuity reasons where transition may be a risk, and only NSW Government agencies can seek an exemption from using SCCB Contracts.

NSW ICAC EXHIBIT

What if a temporary staff member does not wish to transfer to an incoming supplier?

- Temporary staff will need to transition to an incoming supplier if they wish to continue working for NSW Government. However, the transition of temporary staff cannot be forced where there is an existing order, without the agreement of all parties.
- Government agencies are required to source temporary staff from the Temporary Staff contract for all new orders commencing 20 April 2009 or after.

What if I recruited my temporary staff from a supplier that was not a supplier to the previous SCCB labour hire contracts, and has not been awarded to the new temporary staff contract?

- If a government agency has not used SCCB contracts, the contract terms and conditions will differ and assistance from NSWP will be limited. Details relating to these orders will need to be discussed and agreed between the government agency and their supplier, without NSWP involvement.
- Government agencies are required to source temporary staff from the Temporary Staff contract for all new orders commencing 20 April 2009 or after. Orders under old arrangements should not be extended or renewed.

457 Visas

- NSW Government Agencies may hire temporary staff that have been sponsored by a supplier via a 457 Visa. Further information on 457 Visas is available at the Department of Immigration and Citizenship site: http://www.immi.gov.au/skilled/skilled-workers/sbs/.
- Transition issues related to 457 visa's are handled on a case-by-case basis.
- If transition for an existing order is not agreeable to the parties involved, an exception should be lodged.
- If transition is not relating to an existing order, an exemption would need to be sought. Please contact the NSWP Client Support Centre on 1800 NSW BUY (679 289) if you require an exemption to using this contract due to issues relating to 457 visas.

Industry Codes of Conduct

- The Recruitment and Consulting Services Association Ltd (RCSA) is an industry body related to non-ICT services (categories A – F on the temporary staff contract). The RCSA Code for Professional Practice can be found at www.rcsa.com.au/whoweare/codefpp.asp.
- The Information Technology Contract and Recruitment Association (ITCRA) is an industry body related to ICT services (categories G, H & I on the temporary staff contract). The ITCRA Code of Conduct can be found at http://www.itcra.com.au/index.asp?menuid=060.050

What are Personnel Pay Rate bands?

- This contract offers minimum and maximum personnel pay rate bands as a guide for pricing a job role. The application of the appropriate pay rate will depend on your temporary staff requirements, including skill level and experience. Agencies are encouraged to shop around to fill temporary staff roles. Suppliers are obligated to comply with minimum award pay rates, where they exist.

What is Benchmarking?

- Personnel pay rates may be benchmarked by an independent service provider, at annual intervals throughout the term of the contract, to ensure temporary staff are receiving pay that is in line with market forces and industry. If, during benchmarking, rates are identified that are not in line with market forces, changes may be applied in consultation with suppliers.

Do the new rates include allowances?

- No, the rates under the Temporary Staff contract do not include allowances.

NSW ICAC EXHIBIT

What is a "Sourcing Fee"? How is it applied?

- Suppliers incur costs related to sourcing, maintaining, and providing temporary staff, which clients pay for when they engage these services using the temporary staff contract. The sourcing fee is the cost element related to sourcing a candidate (eg interviews, reference checks etc). The sourcing fee applies to both cost structures. The Normal Cost Structure includes the sourcing fee in the supplier margin, relevant to the tenure of the Order. The Alternate Cost Structure charges the sourcing fee upfront.

What is an Alternate Cost Structure?

- This contract offers a Normal Cost Structure and an Alternate Cost Structure. That is, a different way of paying for the same service. An Alternate Cost Structure is available where a supplier has made the sourcing fee transparent.
- This means agencies can choose to pay the sourcing fee as part of the supplier margin over time, or as an upfront charge. If they choose to pay the sourcing fee upfront, a "Payroll Only" margin will apply for the time period of the Order.
- *NB: Not all suppliers offer an Alternate Cost Structure. Please refer to the price schedule on smartbuy® to determine which suppliers have made the sourcing fee transparent, for particular job roles.*
- It is a matter for the government agency to determine, based on their individual business requirements, when to use the Normal Cost Structure or the Alternate Cost Structure.

If a replacement is required part way through an order, do I have to pay the sourcing fee again?

- No. If you had decided to use the Normal Cost Structure, a replacement will be found and you will continue to pay the original supplier margin agreed, which would have been based on the original tenure of your order.
- If you had decided to use the Alternate Cost Structure (ie pay the sourcing fee upfront), an additional upfront sourcing fee is not required for replacing the candidate.

What if I want to extend / renew an Order, what supplier margin should apply?

- Schedule 3 of the Deed of Agreement allows for a reduced margin, applicable to longer tenure, to be applied to extensions /renewals where the following conditions apply:
  1. The extension/renewal is placed within 2 weeks of the previous Order ending with the same Supplier; and
  2. The services are for similar work in the same job role
  3. The same person is engaged for the extended/renewed order.
- The reduced margin cannot be applied retrospectively and can only be applied from the date of commencement of the second Service Period (ie the extension or renewal).
- Under a Normal Cost Structure, apply the supplier margin that amounts to the combined tenure of the first order and the extended/renewed order. Under an Alternate Cost Structure, an additional upfront sourcing fee is not required and the "Payroll Only" margin applies.
- However, if the same person is not available for the extended/renewed period, and a <u>different person</u> is engaged, the supplier <u>can</u> expect the sourcing fee to be payable on the extended/renewed Order. Under a Normal Cost Structure, apply the supplier margin that relates to the extended/renewed period only. Under an Alternate Cost Structure, apply the upfront sourcing fee and the "Payroll Only" margin.

What happens if suppliers quote higher margins than those that are permissible under the Temporary Staff Contract?

- Suppliers cannot charge higher margins than what is shown in the price schedule. To ensure this doesn't happen, follow the steps below:
  1. Refer to the price schedule on smartbuy® to ensure the correct contract price has been quoted
  2. Ensure a full written quote from the supplier is obtained.
  3. Clarify with the Supplier if there are any price inconsistencies.
- If price inconsistencies remain, call 1800 NSW BUY (1800 679 289) for referral to NSWP's Vendor Managers.

NSW ICAC EXHIBIT

What happens if I cannot find a job title within the price schedule?

- The Job Titles listed in the price schedule are high usage Job Titles only, and are not exhaustive. Clients may negotiate Personnel Pay Rates with suppliers if they require pricing for a Job Title that is not listed in the price schedule. The margins provided in the price schedule will apply to all Job Titles for the relevant category under the Temporary Staff contract. Further Job Titles may be found at Section 2 of the Contract Guide

What occurs if staff required by a Government agency cannot be sourced by a supplier on the Temporary Staff contract?

- If the NSW Government agency is seeking to fill a job role that is listed on the new Temporary Staff contract, the Supplier is responsible for sourcing relevant candidates. If there are multiple suppliers to the category of work you require, another supplier may be able to source the temporary staff you require.
- If a candidate cannot be sourced please contact NSWP Client Support Centre on 1800 NSW BUY (1800 679 289) for referral to NSWP's Vendor Managers.
- If the job role sought is not listed on the new Temporary Staff contract, then the Government Agency is not obliged to use the Temporary Staff contract, and not obliged to seek an exemption.

Who is responsible for ensuring the correct pricing is applied?

- Suppliers must invoice the correct amount and the Government agency must check the invoices before payment. If you find an error, bring this to the attention of the supplier for correction and reissue of the invoice.
- If this cannot be resolved between your agency and the supplier please contact NSWP Client Support Centre on 1800 NSW BUY (679 289).

Does the Temporary Staff contract have Bulk Orders available?

- Some suppliers under the temporary staff contract do offer bulk order discounts. Please refer to the Contract Guide for discount information for each supplier.

Do I need three quotes?

- Two of the benefits that this contract delivers are great pricing and cost transparency. To take advantage of these it is a good idea to shop around among suppliers to get the right candidate at the best price for your agency.

Who will an agency receive an invoice from in a consortium/ partnership supplier arrangement? Will the invoice come from the primary or the partner recruitment agency?

- The Primary Recruitment Agency, as per the Recruitment Agencies on Contract and Categories table.

How do we know we are getting the best candidate from the supplier?

- Suppliers are responsible for ensuring quality candidates are available. However, it is the Government agency's responsibility to review candidate resumes and conduct interviews, and choose the most appropriate candidate to fill the position.

How do I seek an exemption from using the Temporary Staff contract due to my special requirements?

- As directed in Premier's Memorandum M2006-11 NSW Procurement Reforms: "All agencies, other than State Owned Corporations, must use SCCB whole-of-government contracts, where they are available, when procuring goods and services."
- If your agency has niche requirements that you believe are not met by an existing SCCB contract, your agency can seek an exemption to the SCCB contract. If you are seeking an exemption to using an SCCB contract, contact the NSWP Client Support Centre on 1800 NSW BUY (679 289).

NSW ICAC EXHIBIT

What action needs to be taken if outgoing suppliers encourage government agencies to apply for an exemption?

- As directed in Premier's Memorandum M2006-11 NSW Procurement Reforms: "All agencies, other than State Owned Corporations, must use SCCB whole-of-government contracts, where they are available, when procuring goods and services."
- The required action is that government agencies abide by the Premier's mandate, and communicate this to the supplier. A supplier has no bearing or influence here, and determining whether an exemption should be sought is not a matter for suppliers.
- Government agencies are required to source temporary staff from the Temporary Staff contract for all new orders commencing 20 April 2009 or after. Orders under old arrangements should not be extended or renewed.

How is the 30% savings rate calculated?

- The 30% savings rate is calculated by comparing the average margins of the old labour contracts with the average margins available under the new Temporary Contract.

How long can I employ a backpacker for?

- Australia has reciprocal working holiday arrangements with a number of countries, which allows working holiday-makers to have an extended holiday by supplementing their travel funds through incidental employment. As the main purpose of the visit is for holiday and travel, full-time work for longer than three months with any one employee is not allowed.
- For the most up to date information please contact the Department of Immigration and Multicultural Affairs on 131 881 or www.immi.gov.au.

What if I need to terminate the services of temporary staff?

- NSW Government agencies should use their best endeavours to provide 14 days notice when terminating the services of temporary staff under the temporary staff contract. Notice should be given to the supplier, who will not charge any costs or fees for the balance of the customer order.

Do I contact the Parent Company or Affiliated Company to place an order?

- Always contact one of the 18 suppliers listed on the Temporary Staff contract. Click here for a list of suppliers on contract for each category.

Who do I contact if I need further information?

- **NSW Procurement Client Support Centre**
  McKell Building 2-24 Rawson Place Sydney NSW 2000
  T 1800 NSW BUY (1800 679 289)
  F (02) 9372 8077
  E nswbuy@commerce.nsw.gov.au
  I www.nswbuy.com.au

NSW ICAC EXHIBIT

Section 6 – Contract Administration & Supplier Performance Survey

To help us maintain a high level of service and to meet agencies' obligations under NSW Government Service Provider Performance Management Guidelines, we seek your feedback concerning suppliers' performance under contracts established by NSW Procurement (an office of the Department of Commerce) on behalf of NSW government agencies.

Information on "Service Provider Performance Management" is available on the NSW Procurement website at http://www.nswprocurement.com.au/PDF/Policy/Service-Provider-Performance-Reporting-Guideline.aspx

NSW Procurement Contact Numbers

The contract has been arranged and is administered by NSW Procurement. If you have any questions relating to the operation of the contract then contact:

NSW Procurement Client Support Centre
McKell Building 2-24 Rawson Place Sydney NSW 2000
T 1800 NSW BUY (1800 679 289)
F (02) 9372 8077
E nswbuy@commerce.nsw.gov.au
I www.nswbuy.com.au

NSW JCAC EXHIBIT

Section 7 – Templates

Official Order Form Template

An order form template is provided for clients to use when ordering temporary staff from suppliers on the Temporary Staff (Contingent Workforce C100) contract.

Service Level Agreement (SLA) Form Template

A Service Level Agreement (SLA) template is provided for clients to use when establishing tailored service level agreements with suppliers to the Temporary Staff (Contingent Workforce – C100) contract.

NSW ICAC EXHIBIT

Official Order Placed Under Contract 100

Contingent Workforce

Contract Authority: State Contracts Control Board.

NSWBUY Identification No: *[Replace with Customer's NSWBUY ID number]*

Contract No. & Name: *[Replace with number and name of Contract]*

Customer Name & Address: *[Replace with name and address of Customer organisation]*

Customer's Purchase Order No: *[Replace with Customer's Purchase Order Number]*

Ordering Officer: *[Replace with name of Customer's Ordering Officer]*

Customer's Delegate: *[Replace with name and position of the person empowered to perform any function or to exercise any power of the Customer]*

Supplier Name & Address: *[Replace with name and address of Supplier]*

Supplier's Delegate: *[Replace with name and position of the person empowered to perform any function or to exercise any power of the Supplier]*

Specified Personnel: *[Replace with name of Specified Personnel]*

Working Period: From *dd mm YY* to *dd mm YY* (inclusive), or less if terminated in accordance with the terms and conditions of the Contract. Service is to be carried out as and when directed by the Customer, to the Customer's satisfaction and in accordance with Contract 100 terms and conditions.

Basic Working Times: Bandwidth times are between *hh.mm* am and *hh.mm* pm, Monday to Friday inclusive, excluding public holidays. Actual hours of work are to be agreed between the Specified Personnel and his/her immediate supervisor.

OPTION 1 - Total Hourly Rate: The **hourly rate** paid by the Customer to the Contractor, based on a nominal 8 hour day, is as follows:

Excl. GST		GST		Incl. GST
$ ……	**+**	**$ ……**	**=**	**$ ……**

Comprising:	
$ ……	Specified Personnel's Pay Rate
%	Superannuation Levy
%	Payroll Tax
%	Workers Compensation Insurance
$ ……	Supplier's margin & other costs

Or

NSW ICAC EXHIBIT

OPTION 2

Where a **sourcing fee** is paid as a lump sum and the **margin** is charged on a **payroll only** basis

Excl. GST		GST		Incl. GST
$ ……	**+**	**$ ……**	**=**	**$ ……**
Comprising:				

$ ……	Sourcing Fee
$ ……	Specified Personnel's Pay Rate
%	Superannuation Levy
%	Payroll Tax
%	Workers Compensation insurance
$ ……	Supplier's margin & other costs

Personnel Category: *[Replace with the Contract 100 Category and title, e.g. Administration (Executive Assistant)]*

Personnel Status: *[Place an X in the appropriate box]*

☐ Person is contracted to the Supplier, **OR**

☐ Person is a PAYG employee of the Supplier

Payment: Payment will be made within 21 days after the receipt of a correctly rendered invoice. *[A shorter payment period may be negotiated with the Customer, **only if** there is a benefit to the Customer – eg. discount for early payment.]*

Secrecy and Security: As per Customer's *[include a reference here, if applicable, to any Customer specific secrecy or security policy].*

Applicable Law: State of New South Wales.

Notices: Notices between the parties must be in writing, addressed as follows:

(a) Address of Customer: *[……]*

(b) Address of Contractor: *[……]*

(c) Address of Contract Authority: State Contracts Control Board
McKell Building
Level 11, 2-24 Rawson Place
Sydney 2000.

Additional Conditions:

NOTE: *The conditions agreed to in the Head Agreement with the Contract Authority are the minimum conditions which apply in all Official Orders. Other conditions may be negotiated by agreement between the parties, only if they do not derogate from the conditions already agreed between the State Contracts Control Board and the Supplier.*

Include any additional conditions here:

Signature of Customer's Delegate _____

Date _____

Signature of Contractor's Delegate _____

Date _____

CONTINGENT WORKFORCE

Service Level Agreement (SLA)

*** There are a number of guidance notes in grey italicised print included in the SLA for consideration in completing the SLA. These are included simply as suggestions. Users should obtain legal or other professional advice in developing an SLA to achieve their objectives and derive maximum benefit from the Service relationship.*

NSW ICAC EXHIBIT

Contract No:

Parties Customer

And Contractor

1. GENERAL

Terms and Conditions

1.1 The terms and conditions included in this Service Level Agreement form part of the Agreement and apply for *(select as appropriate)*:

- ☐ Administration (clerical based and office support positions)
- ☐ Finance positions (including non-award based accounting and audit professional)
- ☐ Specialist
- ☐ Award based Industrial Personnel
- ☐ Professional Personnel
- ☐ Technical Personnel
- ☐ ICT – Network and Equipment Personnel (PAYG and Contractors)
- ☐ ICT – Management, Implementation and Support Personnel (PAYG and Contractors)
- ☐ ICT – Applications, Databases and System Personnel (PAYG and Contractors)

In the event of any inconsistency between the Agreement and the provisions of this SLA, the Agreement will prevail to the extent of the inconsistency. The Parties agree that the SLA will provide a further level of detail consistent with higher-level contract expectations that will not constitute an inconsistency for the purposes of this clause.

Purpose of SLA
1.2 This SLA provides a mutual understanding of the Service Level expectations of the Parties and defines a benchmark for measuring the performance of the Service. *Insert details of any guiding principles such as continuous improvement, continuous satisfaction, proactive solutions and so on that the Parties wish to apply to the relationship.*

Where a Customer agrees to commit a percentage of its spend volume to a Contractor for the Term or for a specified period of time, the Customer and the Contractor will come to an agreement with respect to improved service levels and extended service offerings.

Duration of SLA
1.3 This SLA will commence on *insert commencement date* and expire on *insert expiration date*.

Review
1.4 This SLA will be reviewed every 3/6/*12 months* from the date the SLA commences.

1.5 Where the Contractor is required to provide scoping Services after the commencement of this SLA, the Parties agree to review the SLA at the completion of those Services and update the SLA accordingly.

NSW ICAC EXHIBIT

Nominated Contracts Management Committee

1.6 *Each Party should nominate a contact officer for the management of Service Level issues or establish a Management Committee*.

Management Meetings
1.7 *Identify when and how often these should occur.*

Notification Procedure
1.8 *How are problems in relation to performance of the Services to be notified by the Customer to the Contractor?*
.

Escalation Procedure
1.9 *The responsible officers in each Party's organisation should be identified and the circumstances in which matters may be escalated to those officers for review and resolution.*

Escalation Level	Officer
Level 1	**Customer**: Service Level Agreement Manager Name and Contact Details: **Contractor**: Service Level Agreement Manager (insert details of contact – name and contact number)
Level 2	**Customer:** Contractor
Level 3	**Customer:** (Contractor
*** Table 1 Escalation levels**	

Site Information
Location, specific requirements or unique features about the Site should be set out here, as applicable under the Agreement.

Hours of Operation
What are the Customer's normal hours of operation? When can Services be performed with minimal disruption to the Customer's operations?

Contract Variations
1.12 Where the Customer requires services that are not included in the SLA or in the Agreement, or there is a significant change to the Services to the scope of the Customer's requirements under the Agreement which impacts on the contractual terms, then a Contract Variation must be effected in accordance with clause 7.1 of the Agreement.

NSW ICAC EXHIBIT

Referenced Documents

1.13 *Include details of any documents that are relevant to the performance of the Services. See the Agreement.*

2. SERVICES

Customer Responsibilities
2. *Identify any resources that are to be supplied by the Customer and any responsibilities that are to be retained by the Customer. See the Agreement.*

Contractor Provided Services
2.2 The Contractor agrees to provide the following Services:

Include a brief description of the Services to be provided by the Contractor.

2.2.1 Transition In:

Specify the nature of transition in assistance required by the Customer from the Contractor in relation to transfer of equipment,contracts and disengagement from former contractors or in-house service providers.

2.2.2 Management and Consulting

In addition to ensuring that the Contractor has adequate resources to provide the Services, are there other management services required of the Contractor? Are there external contractual relationships or procurement issues that the Contractor is expected to manage?

(a) Service review and planning for the future

The items for review could include:

_ Service provided during the review period
_ Major incidents during the review period
_ Problems that remain outstanding
_ Review of Contract Variation requests and progress for enhancements
_ Review of any Contract Variation plan
_ Future events or business developments that will affect the Service
_ Review any potential changes required to the SLA
_ Agree items for submission to the executive decision making
_ Review schedules for Services provided

(b) Reporting and Analysis

See the Agreement. Identify the reports and analysis the Customer requires the Contractor to generate as to Service Level performance.

(c) Risk Management and Problem Prevention

Attach Risk Management Plan if applicable

(d) Quality Management

Attach Risk Management Plan if applicable

NSW ICAC EXHIBIT

(e) Asset Management

The Customer may require the Contractor to produce a plan for review and approval in relation to the above three issues. The plan would be the basis for benchmarking and assessing Service Level performance.
N/A

2.2.3 Disaster Recovery and Business Continuity Planning

See the Agreement. The Customer may require the Contractor to prepare a plan for review and approval. The plan would be the basis for benchmarking and assessing Service Level performance.

2.2.4 Security

(a) Information Security

Is the Contractor able to access or use Personal or Confidential Information, or Customer Data in the course of providing the Services?

(b) Security Audit and Internal Audit
The Customer may require the Contractor to provide a plan demonstrating how it will protect such information or data and take action against employees, against or subcontractors if they do not abide by that plan. The plan would be the basis for benchmarking and assessing Service Level performance.
N/A

2.2.5 Transition Out

Refer to relevant Modules to determine whether transition out assistance is required. Specify the transition out or disengagement services required from the Contractor.
N/A

2.2.6 Technical

- ☐ Administration (clerical based and office support positions)
- ☐ Finance positions (including non-award based accounting and audit professional)
- ☐ Specialist
- ☐ Award based Industrial Personnel
- ☐ Professional Personnel
- ☐ Technical Personnel
- ☐ ICT – Network and Equipment Personnel (PAYG and Contractors)
- ☐ ICT – Management, Implementation and Support Personnel (PAYG and Contractors)
- ☐ ICT – Applications, Databases and System Personnel (PAYG and Contractors)

Define technical expectations of the Customer, as appropriate.

NSW ICAC EXHIBIT

3. ASSUMPTIONS

3.1 *This clause is intended to provide a contextual reference for the assessment of the Contractor's performance against the Service Level. There are a number of issues that may be outside of the Contractor's control that could adversely impact on the Contractor's capacity to deliver against set performance criteria such as the continuous availability of Personnel.*

3.2 *Also it may be an expectation of the Customer that the Contractor, in performing the Service, adheres to specific policy or procedural requirements that should be included in this clause.*

3.3 *In some instances the Service Levels may have been agreed prior to a scoping phase being completed under the Agreement. In that instance the Service Levels may be agreed against representations made by the Customer or a notional assessment of the scope of the task expressed as sizing metrics in terms of number of users, outputs, data volumes and so on.*

4. RESPONSIBILITIES

4.1 Customer Responsibilities

Responsibility *Indicate the Responsibility e.g. maintenance of Customer retained equipment that impact on Contractor Service Levels if for instance the Service is provided off site.*

(a) Benchmarking

(b) Service Level

4.2 Contractor Responsibilities

Service *Indicate the Service:*

(a) Benchmarking
(b) Service Level

5. PERFORMANCE MEASUREMENT

Depending on the type of Service provided by the Contractor, the performance may be measured on the basis of user satisfaction through review, virtual client assessment or survey process, or measurable on the basis of functionality, timed responses, frequency, speed, quality, or resolution of issues.

Service/Responsibility	Frequency	Benchmark	Service Level	Measurement	When measured
Identify Service/Responsibility (Breakdown into components as necessary)	How often is the Service to be provided?	Outline high level expectations	Detailed performance criteria	Identify method/formula for measurement	Timing

*** Table 2 Outcomes and Performance Measurement**

NSW ICAC EXHIBIT

6. PAYMENT ISSUES

6.1 Payment Schedule

Include a Schedule of Payments or rates for various services. A Service Credit regime may then be applied against amounts due to the Contractor.

6.2 Negotiated Personnel Pay Rates

Guide Notes:

No preferred supplier discounts or any discounts on Margin outside of the discount structure within Schedule 3 of the Agreement may be negotiated with the Customer. Personnel Pay Rates may be negotiated with Customers. The Parties may wish to apply categories of criticality to each Service Level for the purposes of assessing when such negotiated Personnel Pay Rates should apply.

7. CONTRACTUAL REMEDIES

Where the Contractor does not meet the same Service Level under the Service Level Agreement for each month in a consecutive six (6) month period, the Customer shall be entitled to treat such failure as a substantial breach for the purposes of clause 17.1 of the Agreement.

8. INCENTIVES AND INNOVATION

Where the Contractor:

(a) exceeds targets for performance consistently over an agreed time period;
(b) is innovative in developing new processes or systems; or
(c) sources and implements new technologies; and

these accrue benefits and costs savings to the Customer, the Parties may agree to share those costs on terms agreed in the SLA.

9. DEFINITIONS AND INTERPRETATION

9.1 In this Service Level Agreement, unless the contrary intention appears:

insert definitions

9.2 Other capitalised words and expressions used in this SLA are defined in the Agreement.

Guide to fields

Field	Explanation
SCCB Contract NO:	Eg. 100
SCCB Contract Name:	eg. Contingent Workforce
Supplier Name:	Include any trading name used under the contract
Supplier Smart Buy ID:	The ID you use for logging in
Supplier ABN Number	Numeric, may include spaces
Customer Name Agency	Client's head agency name
Customer Account Code	Customer's number used for accessing the contract
Customer Agency Department	Branch of the head agency
Customer Billing Address	Where accounts are sent
Street Address, Building where Staff are to be Placed	Where different to previous column
Town	Town or suburb
Post Code	Limit 4 numeric
Customer ABN	Numeric, may include spaces
Customer Function, Branch, Unit	ie, Finance Branch
Job Description (respite care, nursing care, admin/office duties, managerial etc)	
Name of Suppliers staff providing the service	Which candidate is carrying out the assignment
Grading/Level (If Required)	
Job Title/ Description (category)	ie. Category A - I
ANZSCO Classification	If applicable
Original Start Date (if applicable)	If commenced prior to this period. Dare format: DD/MM/YYYY
Original End Date (if applicable)	If ended prior to this period
Original No of days contracted	
Current contract start data	Starting in this period
Current End Date/End Date of Last engagement	Ending, or overlapping into another period
Total normal hours worked	
Total hrs @ time & half worked	Must have a value, 0 if Nil
Total Hrs @ Double Time worked	Must have a value, 0 if Nil
Hourly Base Rate Before Tax & Stat charges paid to staff member ($/Hour)	Whole numbers only, no $ symbol
Base Rate Before Tax & Stat charges paid to staff member (time & half)	Whole numbers only, no $ symbol
Base Rate Before Tax & Stat charges paid to staff member (double time)	Whole numbers only, no $ symbol
Supplier Margin ($)	Whole numbers only, no $ symbol
Super (%)	Whole number, no %
Payroll Tax (%)	Whole number, no %
Workers Comp ($)	Whole numbers only, no $ symbol
Prof. Indemnity, if applicable (%)	Whole number, no %
Public Liability, if applicable (%)	Whole number, no %
Total Charge Rate ($) Normal Hrs	Whole numbers only, no $ symbol
Total Charge Rate ($) Time & Half (if applicable)	Whole numbers only, no $ symbol. 0 if Nil
Total Charge Rate ($) Double Time (if applicable)	Whole numbers only, no $ symbol. 0 if Nil
Total Charge Rate ($) Inc Overtime	Whole numbers only, no $ symbol
Total value Per Job (ex GST $)	This field automatically calculates

Customer Information														Job Description Detail					Engagement Duration Details								Labour cost and rates of components														
Mandatory	Mandatory	Mandatory	Optional		Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory		Mandatory	Mandatory	Mandatory	Mandatory	Desirable		Desirable	Desirable	Desirable	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory
SCCB Contract NO:	SCCB Contract Name:	Supplier Name:	Supplier Smart Buy ID:	Supplier ABN Number	Customer Name Agency	Customer Account Code	Customer Agency Department	Customer Billing Address	Street Address, Suburbs where Staff are to be Placed	Town	Post Code	Customer ABN	Customer Function, Branch, Unit	Job Description (respite care, nursing care, admin/office duties, managerial etc)	Name of Supplierr staff providing the service	Grading/Level (If Required)	Job Title/ Description (category)	ANZSCO Classification	Original Start Date (if applicable)	Original End Date (if applicable)	Original No of days contracted	Current contract start date	Current End Date/End Date of Last engagement	Total normal hours worked	Total hrs @ time & half worked	Total Hrs @ Double Time worked	Hourly Base Rate Before Tax & Stat charges paid to staff member ($/hour)	Base Rate Before Tax & Stat charges paid to staff member (time & half)	Base Rate Before Tax & Stat charges paid to staff member (double time)	Supplier Margin ($)	Super (%)	Payroll Tax (%)	Workers Comp (%)	Prof. Indemnity, if applicable (%)	Public Liability, if applicable (%)	Total Charge Rate ($) Normal Hrs	Total Charge Rate ($) Time & Half (if applicable)	Total Charge Rate ($) Double Time (if applicable)	Total Charge Rate ($) Inc Overtime	Total value Per Annum (ex GST $)
Alpha/Numbe	Alpha	Alpha	Number		Alpha	Number	Alpha	Alpha	Alpha / Number	Alpha	Number	Number	Alpha	Alpha	Alpha	Alpha / Number	Alpha	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number	Number
Text	Text	Text	Numeric		Text	Numeric	Text	Text	Text	Text	Numeric	Numeric	Text	Text	Text	Text	Text	Numeric	Date	Date	Numeric	Date	Date	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric
10	60	60	15		60	15	60	60	60	20	6	10	30	30	30	20	20	10	dd/mm/yyyy	dd/mm/yyyy	4	dd/mm/yyyy	dd/mm/yyyy	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	10
																																								$ -

NSW Department of Commerce

NSW Procurement – Contracting Services is a Business Unit of the NSW Department of Commerce

Dated: <Insert Date>

NSW STATE CONTRACTS CONTROL BOARD

and

<Insert Contractor name>

DEED OF AGREEMENT FOR

CONTINGENT WORKFORCE – CONTRACT 100

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

Other matters should be directed to:

Group General Manager
NSW Procurement – Contracting Services
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8840
Fax: (02) 9372 7533

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THIS AGREEMENT executed by DEED is made on the _____ day of _____ 20__

BETWEEN

NEW SOUTH WALES STATE CONTRACTS CONTROL BOARD for and on behalf of the Crown in right of the State of New South Wales, of McKell Building, 2-24 Rawson Place, Sydney, in the State of New South Wales ("the Board").

AND

[.....name of contractor.....] of [.....address.....] in the State of […….] ("the Contractor").

BACKGROUND

A. The Board issued the Request for Tender for the supply of the Services.

B. The Contractor submitted a tender that was accepted by the Board.

C. The Board and the Contractor have agreed to enter into an Agreement for the supply of the Services in the form of this Deed.

NOW THE PARTIES AGREE:

1 Interpretation

1.1 Definitions

"Administrators" means Personnel of the Contractor who are responsible for managing Authorised Users within its organisation and receiving notices sent by the Board for purposes of complying with the Contractor's smartbuy® obligations.

"Agreement" means this Deed of Agreement, including the Schedules and Part E, Special Conditions of Agreement, where applicable.

Agency Performance Indicator (API) means performance indicators in respect of the Contractor's performance of this Agreement and which are scored by the Customers.

"Applicable Discount" means an applicable discount in Schedule 3 Pricing, as varied from time to time in accordance with the Agreement, or any other Applicable Discount which may be offered by the Contractor from time to time.

"Authorised Users" means Personnel that the Contractor authorises to access and use smartbuy® on its behalf and who are given access to do so by the Board.

"Basic Service Times" means times of day nominated by the Customer for the provision of the Services by the Specified Personnel, such times to be in accordance with the relevant awards and applicable legislation.

"Benchmarker" means the independent entity providing price benchmarking services in accordance with clause 5.6 and whose details are indicated in Schedule 1 item 4.

"Board's Material" means any material, document, or Information supplied by the Board, a Customer or any department or agency of the Crown to the Contractor by whatever means.

"Board's Delegate" means the Board's employee named in Schedule 1 item 10 responsible for the overall administration of this Agreement on behalf of the Board.

"Catalogue Information" means details and information about the Services and Pricing contained in a Catalogue placed on smartbuy® by the Contractor or provided by the Contractor to the Board for such placement.

"Category" means generic categories of Temporary Personnel for hire comprising of multiple Job Titles.

"Change in Control" means a circumstance in which control is or may be exercised over the Contractor:

(a) through removal or appointment of directors of the Contractor;

(b) by virtue of the direct holding of at least 15% of the voting shares in the Contractor or a holding company of the Contractor; or

(c) by any other means whatsoever.

"Circumstances Beyond the Control of the Contractor" include:

(a) acts of God;

(b) fire, flood, or earthquake;

(c) national emergency (including terrorist acts) or war; or

(d) a serious industrial dispute.

"Confidential Information" means, in relation to a Party, information that:

(a) is by its nature confidential;

(b) is designated by that Party as confidential; or

(c) the other Party knows or ought to know is confidential.

"Consequential Loss" means any loss recoverable at law (other than loss arising in the usual course of things) which is:

(a) consequential upon other loss;

(b) a loss of opportunity or goodwill;

(c) a loss of profits;

(d) a loss of anticipated savings or business;

(e) loss of value of any equipment,

and any costs or expenses in connection with the foregoing.

"Contract Material" means New Contract Material and Existing Contract Material.

"Contract Price" means the total amount payable by the Customer to the Contractor for the Services ordered under a Customer Contract and calculated in accordance with clause 5.2.

"Contractor Information" means the information that must be provided by the Contractor in smartbuy® covering its own organisation and that of its Designated and Nominated Subcontractors and includes names, addresses and contact details.

"Contractor's Cost Structure" means the Contractor's overall cost structure comprising of individual cost components for each Category and/or Job Title (with the Contractor's Margin indicated separately), listed in Schedule 3.

"Contractor's Insolvency" means any of the following:

(a) insolvency;

(b) the Contractor indicates that it does not have the resources to perform the Agreement or any Customer Contract;

(c) an application for winding up is made and not stayed within 14 days;

(d) a winding up order is made;

(e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed;

(f) a mortgagee enters the possession of any property of the Contractor;

(g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or

(h) any actions of a similar effect are taken.

"Customer" means the Eligible Customer that places the order with the Contractor under the Agreement.

"Customer Contract" means the contract that is made between the Contractor and a Customer when that Customer places an order.

"Customer Service Level Agreement" means a service level agreement between the Contractor and each Customer in relation to the specific service levels applicable to such organisation and substantially in the format indicated in Schedule 7.

"Deed" means a form in which a contract or agreement can be recorded which requires execution under the parties' seal.

"Designated Subcontractors" means the comprehensive list of subcontractors, resellers and distributors that the Contractor will use for the purposes of this Agreement and named in smartbuy® as such.

"Eligible Customer" means

(a) any public sector service agency employing staff appointed under *Public Sector Employment and Management Act 2002* (NSW) as amended from time to time;

(b) a public body as defined by clause 18(4) of the *Public Sector Management (Goods and Services) Regulation 2000 (NSW)* being:

  (i) a government trading enterprise (including a State owned corporation);

  (ii) a public or private hospital (including an area health service);

  (iii) a local government agency;

  (iv) a charity or other community non-profit organisation;

  (v) a public or private school or a college or university;

  (vi) a public authority of this State, the Commonwealth or of any other State or Territory;

  (vii) a contractor to a public authority (but only in respect of things done as such a contractor);

(c) a Nominee Purchaser provided that it satisfies the requirements of clause 3.7; and

(d) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

"Externally Hosted Catalogue" means Catalogue Information hosted in a system other than smartbuy®'s physical infrastructure which is accessible via smartbuy®.

"Existing Contract Material" any material which is existing at the date of this Agreement and which is incorporated in to the New Contract Material.

"Information" includes information in the form of data, text or images.

"Intellectual Property" includes copyright, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Agreement.

"Job Title" means the individual types of job classifications within an overall Category as described in Schedules 2 and 3.

"Key Performance Indicators" means performance indicators in respect of the Contractor's performance of this Agreement, which are scored by the Board.

"Key Personnel" means personnel of the Contractor specified in Schedule 1 item 12.

"Management Fee" means the fee payable by the Contractor to the Board in accordance with clause 9.

"Margin" means the Contractor's profit margin (including overheads) within the Contractor's Cost Structure for the supply of each Category of Service and/or Job Title, separately indicated in Schedule 3.

"New Contract Material" means any material brought into existence as part of, or for the purpose of providing the Services including records, documents and Information stored by any means.

"Nominated Subcontractors" means a subcontractor nominated by the Board that must be used by the Contractor and indicated in smartbuy® as such.

"Nominee Purchaser" means a Contractor to a Public Sector Service agency, nominated by the Public Sector Service agency authorised to place Customer Contracts under Agreements for things done as such a contractor and registered by NSW Procurement – Contracting Services.

"NSW Procurement – Contracting Services" means a business unit of the NSW Department of Commerce, representing the Board and authorised to arrange and administer contracts on behalf of the Board.

"Overall Performance Indicators" means the holistic performance indicators used by the Board to measure the performance of the Contractor under this Agreement and comprise indicators scored by the Customer (ie. API) and the Board (KPI).

"Payment Period" means each period nominated in item 6 of Schedule 1 or where this Agreement expires or is terminated before the conclusion of one such period, the period up to and including the date of expiration or termination.

"Parties" means the Board, Contractor, and the Customer.

"Personal Information" has the same meaning as in the *Privacy and Personal Information Protection Act 1998.*

"Personnel" of a Party means;

(a) the officers, employees, agents and contractors of that Party,

(b) in the case of the Contractor, includes subcontractors, resellers, distributors, ie. Designated Sub-Contractors *(and Nominated Subcontractors) – in smartbuy®.*

"Price" means the price payable for a Service as set out in Schedule 3 inclusive of the Contractor's Margin, and where relevant, means that the price is inclusive of any Applicable Discount specified in Schedule 3.

"Price Schedule" means the list of prices in Schedule 3 to this Agreement and/or variations made to it in accordance with this Agreement.

"**Primary Panel**" means the panel of suppliers which enables Eligible Customers to source Temporary Personnel under the terms of this Agreement.

"Public Service" has the same meaning as that given to it in the *Public Sector Employment and Management Act 2002* (NSW).

"Public Sector Service" has the same meaning as that given to it in the *Public Sector Employment and Management Act 2002* (NSW).

"Relationship Manager" means the Contractor's employee named in Schedule 1 item 12.

"Request for Tender" means the request for tender issued by the Board, consequent to which this Agreement was awarded to the Contractor for supply of the Services.

"Schedule" means a schedule to this Agreement.

"**Secondary Panel**" means the contingency panel of suppliers which may be established to allow Eligible Customers to source Temporary Personnel in the event that the Primary Panel members are unable to meet the requirements.

"Services" means the services specified in Schedule 2 to be provided by the Contractor.

"Service Levels" means the service levels which need to be met by the Contractor under this Agreement in accordance with Schedule 7 as well as specific Service Levels applicable to each Customer under the Customer Service Level Agreements.

"Service Period" means the time period that Customers require Temporary Personnel as specified in the Customer Contract.

"Service Site" means the place where the Service is to be performed, which place is specified in the Customer Contract.

"smartbuy® CONNECT" means the electronic document exchange providing the security, connectivity, transformation, and trading partner management services.

"smartbuy®" TRADE" means an entry level product for organisations new to eProcurement. It delivers a single source, easy to use, electronic product and service ordering system.

"Specified Personnel" and **Specified Person"** means each person, if any, specified in the Customer Contract or agreed in writing between the Parties as personnel to perform the Services.

"Statement of Requirements" means the detailed description of the Services to be provided under this Agreement in Schedule 2.

"Standards" means Australian Standards, where such exist and are applicable to the Services, and includes international standard in the event there is no applicable Australian Standard.

"State Contracts Control Board" means the State Contracts Control Board established by the *Public Sector Employment and Management Act 2002* and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

"**State of New South Wales"** means the Crown in right of the State of New South Wales.

"Statutory Requirements" means the laws relating to the performance of this Agreement or the lawful requirements of any authority with respect to the performance of this Agreement.

"Substantial Breach" means:

(a) in the case of this Agreement, a substantial breach of a condition of this Agreement by the Contractor and includes a breach of any of the following clauses:

(i) clause 3.7.3 (Nominee Purchaser),

(ii) clauses 5.1, 5.3, 5.4, 5.6.1 and 5.9 (Pricing),

(iii) clause 9 (Management Fee),

(iv) clause 10 (Confidentiality and Personal Information),

(v) clause 12.6 (Minimum Insurance Requirements),

(vi) clause 12.13 (Child Protection),

(vii) clause 12.9 (Employment Conditions and Statutory Obligations),

(viii) clause 13.1 (Service Levels),

(ix) clause 13.5.1 (minimal or nil sales returns),

(x) clause 18.1 (No Assignment or Novation); and

(xi) clause 18.2 (Conflicts of Interests).

"Temporary Personnel" means the temporary staff supplied or to be supplied by the Contractor to Eligible Customers under this Agreement and or applicable Customer Service Level Agreements, and described in Schedules 2 and 3.

"Term" means the period of this Agreement, set out in item 2 Schedule 1 and any extension of the Term in accordance with clause 2.2 .

"Transaction" means any use of smartbuy® including sale or purchase of Services available through smartbuy®.

"Transaction Data" means any data created or generated or derived from the use of smartbuy® by any participant in smartbuy® including any data about the purchase or sale of Services that any participant in smartbuy® makes available or transmits to or through

smartbuy® and includes any information which may identify the Customer from the smartbuy® database.

"Transition Plan" means the Contractor's plan in Schedule 2 for ensuring successful transition into and out of this Agreement.

"UNSPSC" means United Nations Standards Products & Services Code, being a coding system which classifies both goods and services for use on a global basis.

1.2 Rules for interpreting this Agreement

1.2.1 Headings are for convenience only, and do not affect the interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

1.2.2 A reference to:

(a) legislation is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(b) software, document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated and includes electronic versions;

(c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;

(d) any thing (including a right, obligation or concept) includes each part of it.

1.2.3 Where:

(a) the Contractor consists of more than one person or corporation, this Agreement binds each of them separately and any two or more of them jointly and severally;

(b) an obligation, representation or warranty made by the Contractor in this Agreement shall bind each person or corporation separately and jointly. Each person or corporation shall alone be responsible for the performance of every obligation, representation or warranty contained in this Agreement.

1.2.4 A singular word includes the plural, and vice versa.

1.2.5 A word which suggests one gender includes the other genders.

1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Agreement will be interpreted to give effect to undertaking business in this manner.

1.2.8 In the event of any ambiguity, discrepancy or inconsistency in interpreting any term or terms of this Agreement, the order of priority in the interpretation of such term or terms will be in the order of:

(a) Part E Special Conditions of Agreement, if applicable;

(b) Schedule 6 to this Agreement;

(c) The terms and conditions of this Agreement;

(d) Schedule 1 and 2 to this Agreement;

(e) The Customer Contract;

(f) Customer Service Level Agreements between each Customer and the Contractor;

(g) Any other Schedules.

2 Term

2.1 Duration

2.1.1 This Agreement commences on the commencement date specified in item 2 of Schedule 1 and expires on the expiry date specified in the same item 2, unless sooner terminated in accordance with this Agreement.

2.2 Extension

2.2.1 The Board may in its sole discretion extend this Agreement for the period or periods specified in item 2 of Schedule 1.

3 Formation

3.1 Nature of the Agreement between the Board and the Contractor

3.1.1 This Agreement describes the terms and conditions between the Board and the Contractor under which the Contractor agrees with the Board that it will supply the Services to Customers.

3.1.2 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements representations or undertakings are superseded.

3.1.3 The Parties agree that any Eligible Customer, although not a Party to this Agreement, may take the benefit of, and seek to enforce, this Agreement in its own name.

3.2 No Assurance of Orders and Non-Exclusive Supply

3.2.1 This Agreement does not:

(a) imply that the Contractor will receive any orders for the Services,

(b) imply that the Contractor is the exclusive provider of the Services to the Customer; or

(c) oblige any Customer to place a Customer Contract for the Services with the Contractor.

3.2.2 The Contractor acknowledges that the Board may, from time to time, in its discretion, appoint other suppliers under an Agreement to supply the Services and that the Contractor will make no objection to such appointment.

3.3 Customer Contract

3.3.1 The Contractor agrees that each time a Customer places an order a separate Customer Contract is formed. The terms and conditions of the Customer Contract are those appearing in:

(a) This Agreement, any variations thereto, including any Schedules;

(b) The Customer Service Level Agreements on behalf of that Customer;

(c) The order.

3.4 Provisions of Agreement to apply to the Customer Contract

3.4.1 The provisions of this Agreement apply to the Customer Contract as if they were repeated in the Customer Contract.

3.4.2 Provided that in respect of the Customer Contract, “Agreement” and “Board” wherever appearing in the clauses described above shall be read as “Customer Contract” and “Customer” respectively.

3.5 Customer Service Level Agreements

3.5.1 Each Customer may enter into a Customer Service Level Agreement in accordance with the format in Schedule 7 in respect of the Service Levels applicable to its own organisation. Where a Customer Service Level Agreement exists, it will take precedence over the Service Level Agreement in Schedule 7.

3.5.2 Prior to entering into any Customer Service Level Agreement with a Customer, the Contractor must notify the Board of the proposed Customer Service Level Agreement, and obtain its prior approval to do so.

3.5.3 Where the Customer does not have the capacity to enter into agreements, the Minister, or the relevant departmental head or authorised delegate is the proper Party to the Customer Service Level Agreement.

3.5.4 Contractors and Customers that enter a Customer Service Level Agreement must do so under the terms and conditions of this Agreement.

3.5.5 The Customer Service Level Agreement can take effect at any time within the Term of this Agreement as agreed between the Contractor and the Customer. The extension of the Customer Service Level Agreement shall be at the discretion of the Customer and the Contractor, but must not in any circumstances exceed the Term of this Agreement. Once this Agreement has expired, or is terminated for any reason, any existing Customer Service Level Agreements will also automatically terminate.

3.5.6 The Customer Service Level Agreement is not to be used as a means to renegotiate the Prices in Schedule 3 applicable between the Customers and the Contractor. However the discounts amounts within the discount structures in Schedule 3 are negotiable between the Contractor and the Customer.

3.5.7 The Customer Service Level Agreement may only contain clauses in relation to the following matters:

(a) Identification of the parties to the Customer Service Level Agreement, ie. the Customer and the Contractor;

(b) A clear reference to be made to the Customer Service Level Agreement being entered into under the auspices of this Agreement;

(c) The period of the Customer Service Level Agreement;

(d) Specific amounts of discounts that apply between the parties, which must be based on the overall discount structures in Schedule 3, and the conditions that must be met for them to apply;

(e) Administrative matters such as:

(i) Addresses of the parties;

(ii) Contact arrangements;

(iii) List of the Customer's authorised users;

(iv) Ordering and payment procedures;

(v) Range of Services;

(vi) Service levels and performance indicators.

3.6 Contractor must supply to all Customers

3.6.1 If a Customer places an order with the Contractor during the Term, the Contractor must supply the required Services to the Customer on the terms and conditions of the Customer Contract and in ac7cordance with this Agreement.

3.7 Nominee Purchasers

3.7.1 Subject to clause 3.7.2 the Contractor must satisfy any Customer Contract placed under this Agreement by a Nominee Purchaser, provided that the Nominee Purchaser provides in its Customer Contract:

(a) its NSW Procurement – Contracting Services Registration Number;

(b) the identity of the Eligible Customer nominating it;

(c) the Agreement Number, name and location of the contract in respect of which the purchase is being made;

(d) a statement that the Services ordered are related to carrying out its obligations with the Eligible Customer; and

(e) any other requirements in clause 8.1.2 of this Agreement applicable to Nominee Purchasers as determined by the Eligible Customer.

3.7.2 If at any time during the Term of this Agreement, the Contractor wishes to restrict its dealings with a Nominee Purchaser, the Contractor shall so request in writing to the Board. The Board may approve the request if there are genuine commercial reasons for the Contractor's request. If approved by the Board, the details of the restrictions will be included in item 3, Schedule 1.

3.7.3 Where the Board does not approve a request of the Contractor under clause 3.7.2 and the Contractor refuses to deal with a Nominee Purchaser, the Board may consider it a Substantial Breach of this Agreement.

3.7.4 The Contractor may at any time lift the restrictions it has sought to be placed on its dealings with a Nominee Purchaser and shall notify the Board accordingly.

3.7.5 If the Contractor makes a supply under the Agreement to an entity purporting to be a Nominee Purchaser, the Contractor is taken to be satisfied that the supply is properly made under this Agreement.

3.8 Supply through Designated and Nominated Subcontractors

3.8.1 The Contractor must supply the Services directly to Eligible Customers or through the Designated Subcontractors indicated in smartbuy® in accordance with Schedule 6.

3.8.2 If an order is placed by a Customer with a Designated or Nominated Subcontractor, the Contractor is deemed to have entered into a Contract with the Customer.

3.8.3 The Contractor must ensure that its Designated and Nominated Subcontractors supply the Services only in accordance with the terms of this Agreement.

3.8.4 The Contractor must ensure that the Designated Subcontractors in smartbuy® are consistently current and up to date. In the event of a change being required to smartbuy®, as a result of an addition or deletion of a Designated Subcontractor, the Contractor must give notice to the Board within 7 days of such event, in order that smartbuy® can be updated in a manner and format as required by the Board.

3.8.5 The Contractor's obligations under this Agreement are not affected in any way by the supply through Designated Subcontractors.

4 The Services

4.1 The Services

4.1.1 The Services to be supplied by the Contractor under this Agreement are listed in Schedule 2.

4.2 Performance of the Services

4.2.1 The Contractor must ensure that the Specified Personnel perform the Services at the Service Site or Service Sites and within the Service Period.

4.2.2 The Customer may reject Services which are not in accordance with the Customer Contract.

4.2.3 Performance will be required as soon as possible within the Service Period, after placement of orders.

4.3 Specified Personnel

4.3.1 All Specified Personnel used by the Contractor to carry out the Services under the Customer Contract will be required, while carrying out some or all of that Service to:

(i) enter into secure areas of the Customer's buildings or Service Sites;

(ii) work with the Customer's personnel for extended periods;

(iii) have access to, or be responsible for the physical custody of, official, classified, sensitive or commercial information, or valuable assets belonging to the Customer or a 3rd party;

(iv) hold a particular kind of security clearance, the details of which have been notified to the Contractor by the Customer; and

(v) must be authorised by the Customer under this clause to carry out that Service.

4.3.2 The Contractor shall provide to the Customer, in the form required by the Customer, such information as the Customer requests for the purpose of allowing the Customer to undertake any relevant investigations relating to the specified Personnel for the purposes of this clause.

4.3.3 The Customer shall carry out its investigations under this clause in an expeditious manner.

4.3.4 The Contractor must ensure that it employs persons who:

(a) Are of good character;

(b) Are properly qualified, competent, and experienced for the tasks they are to perform, and have been selected on the understanding that Specified Personnel will be required to comply with the Code of Conduct in Chapter 8 of the NSW Government Personnel Handbook;

(c) Have been cleared by NSW Police criminal background checks and/or working with children checks, where required by the Customer; and

(d) Are agreed between the Customer and the Contractor as Specified Personnel.

4.3.5 The Customer shall notify the Contractor in writing of:

(a) The names of the Specified Personnel it authorises to carry out Services under this Agreement, the type and level of clearance given in respect of each of such Specified Personnel, and the date from which, or the period during which those clearances will be effective;

(b) The names of any persons it refuses to authorise to perform the Services;

(c) The Contractor must sign a copy of such notice, and return it to the Customer as soon as possible as acknowledgement of the contents of the notice.

4.3.6 The Contractor shall promptly advise the Customer in writing of any change in the circumstances of a Specified Person that in the Contractor's reasonable opinion, is likely to affect the Customer's assessment of that person as a Specified Person.

4.3.7 The Customer may at any time and without incurring any liability under this Agreement, withdraw, limit, or suspend its authorisation in respect of a particular Specified Person, and shall so notify the Contractor.

4.3.8 Where the Customer withdraws, limits or suspends its authorisation in respect of a particular Specified person under this clause, the Contractor shall, if so required by the Customer, propose another person for authorisation by the Customer within a reasonable time.

4.3.9 The Contractor must ensure that the Specified Personnel perform the Services in accordance with the terms of the Customer Contract. Where the Specified Personnel are not able to perform the Customer Contract the Customer may, without prejudice to any other right or remedy it might have, require the Contractor to propose another person acceptable to the Customer for substitution

as Specified Personnel. If the Contractor is unable to do so in accordance with the Customer Contract (or the Service Levels in Schedule 7 if the Service Levels are not specified in the Customer Contract), the Customer may immediately terminate the Customer Contract.

4.3.10 The Contractor must ensure that the Specified Personnel shall not during the term of the Customers Contract provide services, provide advice, or be engaged in any other employment without the consent of the Customer.

4.4 Service Levels and Service Periods

4.4.1 Schedule 7 details the Service Levels which the Contractor must meet under this Agreement. Each Customer will nominate the specific Service Levels with respect to its own organisation.

4.4.2 If the Customer authorises temporary extensions to the Service Period giving more than 2 days prior notice to the Contractor of such temporary extension, the Contractor must provide the same standard of Service as applicable under the original Service Period.

4.4.3 Where the Customer provides less than 2 days prior notice to the Contractor of the temporary extension of the Service Period, the Contractor must use its best endeavours to provide the same standard of Service as is applicable during the Service Period.

4.5 Improvements to Services

4.5.1 If during the Term of the Agreement the Contractor is making available on a general basis, modified versions or upgrades of a Service, the Contractor must offer the Board the same Service under this Agreement within 30 days of such Service being available on a general commercial basis. The improved Services referred to in this clause shall become part of Schedule 2 from the date that the Board notifies the Contractor in writing that those Services form part of Schedule 2.

4.6 Office Facilities

4.6.1 The Customer shall provide the Specified Personnel with working facilities, office supplies and necessary support systems as appropriate to perform the Services.

4.7 Basic Service Times

4.7.1 Each Customer shall nominate the Basic Service Times for which the Services are required, which times shall comprise:

(a) During normal working days:

(i) A period nominated by the Customer of between 7 and 8 hours of work (or such other period as is agreed between the Parties and specified in the Customer Contract) performed between -0730 hours and 1800 hours;

(ii) Additional periods, in increments of 1 hour, continuous with the initial period in sub-paragraph (a)(i)) and;

(b) On a Saturday or public holiday, and where the Customer considers that this is necessary, a period comprising of the periods specified in sub-paragraphs of (a)(i) or (ii) above;

and these times shall be specified in the Customer Contract.

4.8 Timesheets

4.8.1 The Contractor must at the end of each week submit a copy of all timesheets to the Customers that have placed Customer Contracts. The timesheets must be in such format as the Customer may require, be certified by the Contractor regarding the Services claimed to have been performed including provision for daily entries, and contain the following:

(a) the Customer Contract number and description of Service;

(b) name of Specified Personnel;

(c) start and finish times worked by Specified Personnel;

(d) days absent by Specified Personnel and reasons for the absence;

(e) the Customer's supervisor's name and signature.

4.9 Continuity of Service and Leave

4.9.1 If the Contractor is unable to provide Specified Personnel for any reason (including for any reason in 4.9.2), the Contractor must arrange for the supply of equivalent Temporary Personnel from an alternative source within the Service Period. The Contractor is to liaise with the Customer to ensure that the alternative Temporary Personnel are acceptable and meet the Customer's needs. Any additional cost in arranging alternative Service is to be borne by the Contractor.

4.9.2 Where Specified Personnel are performing the Services, those Specified Personnel may with the prior approval of the Customer be absent from the performance of the Services (during which time the Customer Contract is suspended) for purposes of:

(a) Taking such annual leave as may have accrued to such Specified Personnel at the rate of one and two third days per calendar month for the period during which the Specified Personnel had been performing the Services under the Customer Contract or such greater period as may be agreed between the Parties;

(b) Taking such leave for that period that illness or other incapacity causes the Specified Personnel to be unfit or unable to perform the Services in accordance with this Agreement and the Customer Contract; and

(c) Undertaking such training as may be agreed between the Parties.

4.9.3 When the Specified Personnel takes leave as described in clause 4.9.2(b) the Contractor must ensure:

(a) that the Customer is advised as soon as possible of the absence of the Specified Personnel, and the expected duration of the absence; and

(b) that where required by the Customer, a medical certificate is promptly obtained to certify that the Specified Personnel was unfit to perform the Services due to illness if such be the case.

4.10 Access to Service Site

4.10.1 The Customer shall allow the Contractor reasonable access to the Service Site for the purpose of meeting its obligations under the Customer Contract. The details of such access will be agreed between the Parties.

4.11 Engagement

4.11.1 During the Service Period, neither Party shall make offers of employment to any employee or Specified Personnel of the other Party, without the written approval of the other Party, unless that offer is for permanent employment and is the result of a merit selection process.

4.11.2 Where the Customer offers any of the Specified Personnel temporary employment under its own conditions of employment, and the Specified Personnel commences such employment with the Customer within the first three months of the Service Period, the Customer shall pay to the Contractor fees in accordance with Schedule 3.

4.11.3 The Contractor will not be entitled to payment of such fees if employment of the Specified Personnel with the Customer commences after the first three months of the Service Period or the Specified Personnel is employed on a permanent basis with the Customer as a result of a merit selection process.

4.11.4 Specified Personnel shall be entitled without restriction to obtain employment from a Customer or other Contractor following the termination of the Agreement with the Contractor, and the Contractor shall not, by any agreement with the Specified Personnel or otherwise, prevent such employment or impose any restriction, sanction or penalty on the Specified Personnel.

4.11.5 Where the services provided by the Specified Personnel need to be terminated by the Customer prior to the expiry of the Service Period, the Customer will use its best endeavours to provide 14 days notice to the Contractor. The Contractor must not charge the Customer any costs or fees for the balance of the Service Period. No further costs or fees will be payable by the Customer to the Contractor for early termination under this clause,

4.11.6 Where the services provided by the Specified Personnel need to be terminated by the Contractor prior to the expiry of the Service Period due to extenuating circumstances, the Contractor will use its best endeavours to and where reasonably practical will provide 14 days notice to the Customer. The Contractor must not charge the Customer any costs or fees for the balance of the Service Period.

4.12 Conduct of the Customer Contract

4.12.1 The Contractor must, at no additional cost to the Customer, establish all necessary facilities for the effective conduct and management of its obligations under this Agreement.

4.12.2 The Contractor must co-operate fully with the Customer and provide all assistance reasonably required by the Customer, and any other contractor that may be associated directly or otherwise with the Agreement, for the purpose of ensuring timely and proper performance of the Services.

4.12.3 The Contractor must in performing the Services under this Agreement ensure that all Specified Personnel performing the Services on behalf of the Contractor obey all lawful directions of and comply with all reasonable directions of the Board and the Customer including directions as to the allocation of activities in the performance of the Services, the administration of the Service Site, and the standards of behaviour and discipline of such persons.

4.13 Restrictions on Dealing with Certain Customers

4.13.1 The Board may agree with the Contractor that the Contractor shall not supply a particular Service (or any of its Services) to a particular Customer, whether in particular circumstances or generally, and the details of the Customers affected by those restrictions and the extent of those restrictions, shall be set out in Schedule 1 item 15.

4.13.2 If at any time during the term of the Agreement the Contractor wishes to restrict its dealings with any Customer in accordance with clause 4.13.1, the Contractor shall so notify the Board, and the Board shall approve that request provided that there are genuine commercial reasons (including high risk), for the Contractor's request.

4.13.3 The Contractor may at any time lift the restrictions it has placed on its dealings with a Customer and shall notify the Board accordingly.

5 Pricing

5.1 Contractor's Obligations

5.1.1 The Contractor must supply the Services on the basis of the Prices in Schedule 3.

5.2 Calculating the Contract Price

5.2.1 The Pricing for the Services in Schedule 3, includes all applicable levies, duties, taxes, imposts, overheads and profits, any Applicable Discounts as well as all

costs and expenses that the Contractor incurs in their supply, but is exclusive of GST.

5.2.2 No other fees or charges shall apply that are not specified in Schedule 3.

5.3 Conduct of Price Negotiations

5.3.1 The Contractor will not conduct or participate in price negotiations with any Customer to supply Services at prices different from those under this Agreement. Any negotiations with regards to Price under this Agreement will be conducted by the Board with the exception of Specified Personnel Pay Rates which are benchmarked.

5.4 Price Variation

5.4.1 The Contractor may not seek to vary the Price of a Service except in accordance with Schedule 3 or clause 5.4.2. Subject to the Contractor having provided the Board with sufficient documentation to justify the application, and subject to clause 13.1.2(b), the Board may in writing, approve the application within 30 days of lodgement.

5.4.2 The Board may approve in its absolute discretion a Price variation where that variation is demonstrated by the Contractor to be a legitimate, actual, unavoidable and unforeseen increase in the costs of providing the Services under the Agreement.

5.4.3 Price variations approved by the Board shall apply to all Customer Contracts made on or after the date upon which the Board publishes the varied price on smartbuy®.

5.4.4 Where the Price variation is accepted, Schedule 3 will be updated to include the varied Price. The varied Price becomes the basis from which any future applications for Price variations will be calculated.

5.4.5 The Board reserves the right to delete a Category or a particular Job Title within a Category from Schedule 3 if it considers a Price variation application to be unreasonable.

5.4.6 Notwithstanding any other provision in this Contract, the Contractor may apply in writing to the Board to decrease its Prices at any time without any supporting documentation.

5.5 Transparency of the Contractor's Cost Structure

5.5.1 The Parties acknowledge that this Agreement is based on a transparent and open approach to the Contractor's Cost Structure. Where the Contractor's Cost Structure for any Service and/or Job Title undergoes any change to that specified in Schedule 3, the Contractor must notify the Board within 15 days of the change.

5.5.2 The Prices must include as separate entries, the Contractor's Margin, Specified Personnel Pay Rates, details of all applicable levies, duties, taxes, imposts, overheads, profits, any Applicable Discounts as well as costs and expenses that the Contractor incurs in their supply, and GST listed separately.

5.5.3 The Prices shall not include any remote location on-costs, which if applicable, must be listed separately.

5.5.4 If requested by the Board, the Contractor must provide details of its cost prices and Margins, and copies of invoices from its own subcontractors for specified Services during a specified period. The Contractor must ensure its ability to comply with this clause for the Term (including not entering into any confidentiality agreements which prevent compliance with this clause).

5.6 Benchmarking

5.6.1 Throughout the Term of this Agreement the Contractor must ensure that the Price of each Service remains competitive to the prices of the same or similar services available in the market place.

5.6.2 For the purposes of determining whether the Prices under this Agreement are competitive, the Board may at any time after the first anniversary of the Agreement commencement date indicated in Schedule 1 item 2, and at 12 monthly intervals thereafter, engage the services of the Benchmarker indicated in Schedule 1 item 4. The Benchmarker will review whether the Prices of the Services in Schedule 3 as nominated by the Board are competitive when compared to Prices of such Services supplied under comparable arrangements including arrangements for the supply to the private sector.

5.6.3 The Contractor must give proper and considered weight to any recommendation that the Benchmarker may make with respect to whether the Prices are competitive and take prompt appropriate action to vary its Prices.

5.6.4 The costs of the Benchmarker will be based on the rates specified in Schedule 1 item 4 and will be paid for as follows:

(a) Where the Prices of any Services (as nominated by the Board), are higher than the average industry price, the full costs of the Benchmarker must be met by the Contractor;

(b) Where the Prices of any Services (as nominated by the Board), are lower than the average industry price, the full costs of the Benchmarker will be met by the Board.

5.7 Rebates

5.7.1 The Contractor warrants that if at any time during the Term of this Agreement, it receives any rebate, discount, commission or other subsidy on any Service that it purchases from its subcontractors or other third party suppliers, the benefit of such rebate, discount, commission or subsidy will be directly passed on to Customers under this Agreement.

5.8 Bulk order discount

5.8.1 Where

(a) the number of Specified Personnel to be engaged under a Customer Contract equals or exceeds the amount specified in Schedule 3, or

(b) a Customer gives written notice to a Contractor of its intention to place separate orders for Specified Personnel which will in total equal or exceed the number specified in Schedule 3 and the Customer places such orders within 3 months of providing the Contractor with the written notice,

the Contractor will apply a discount as specified in Schedule 3 for the Customer Contracts.

5.9 Volume discount

5.9.1 Where the purchase of Services by all Customers exceeds the total annual estimated expenditure nominated in Schedule 3, a discount as specified in Schedule 3 shall apply for the remainder of the Term, and this discount is to be applied to all Customer Contracts.

5.10 Continuous Best Price

5.10.1 Notwithstanding any other clause in this Agreement, where the Board has been able to confirm that the external market pricing for any Service in Schedule 3 is consistently more competitive than under this Agreement, the Board will provide the Contractor reasonable evidence of such market situation and request the Contractor vary its Prices to align with the market.

5.10.2 Where the Contractor offers more favourable prices to any other purchaser of similar Services in NSW purchased in similar circumstances, including volumes (where Price is volume dependent), timing and terms and conditions where they have a substantial impact on price, it must promptly make the more favourable price available to all Customers entitled to the benefit of this Agreement for future

orders, and amend Schedule 3 accordingly. The Contractor must further update its catalogue in smartbuy® to reflect the favourable price.

5.10.3 If a Customer has paid a Price for Services during a period when the Contractor has offered a more favourable price to other purchasers contrary to clause 5.10.2, then the Contractor agrees to reimburse the Customer the difference between the amount represented by the Price that has been paid by the Customer and the more favourable price within 14 days of receiving written notice from the Customer.

5.11 Goods and Services Tax

5.11.1 In this clause and Agreement:

"Consideration", **"Tax Invoice"**, **"Taxable Supply"** and **"Supply"** have the same meaning as provided for in the GST Law.

"GST" is a goods and services tax and has 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 based on those Acts.

5.11.2 The Contractor must hold an Australian Business Number (ABN) and be registered for GST.

5.11.3 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice is received.

5.11.4 If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration payable for the Supply must be varied so that the Contractor's net dollar margin for the Supply remains the same.

5.11.5 Any contract entered into by a Party to this Agreement with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Agreement, must include a clause in equivalent terms to clause 5.10.4.

5.11.6 The Parties agree that this clause will apply to the Management Fee payable by the Contractor to the Board.

6 Payment

6.1 Payment of Contract Price

6.1.1 In consideration for the Contractor providing the Services under this Agreement, the Customer shall, subject to the terms and conditions of the Customer Contract, pay the Contractor the Contract Price in the amounts set out in the Customer Contract.

6.1.2 Failure by any Customer to pay the Contract Price at the due time will not be grounds to avoid performance of the Customer Contract.

6.2 Invoices and Time for Payment

6.2.1 All claims made by the Contractor shall be in the form of a Tax Invoice. A claim for payment shall be substantiated by an itemised account and the Contractor shall provide any further details in regard to the account that are reasonably requested by the Customer, including consolidated monthly invoicing on behalf of its branches/business units.

6.2.2 Subject to this clause 6.2.1, the Customer shall make payment within 21 days from the receipt of a valid Tax Invoice.

6.2.3 A Tax Invoice is correctly rendered if:

(a) The amount claimed is due for payment;

(b) The account contains a signed statement by the Contractor that no wages are due and owing by the Contractor in respect of the Specified Personnel to the date of the current invoice;

(c) The amount specified in the invoice is correctly calculated in accordance with this Agreement; and

(d) The invoice is addressed to the officer placing the Customer Contract and identifies the relevant Customer Contract.

6.2.4 The Parties agree the making of a payment is not intended to be an acknowledgement that the Services have been supplied in accordance with the Customer Contract.

6.2.5 If the Customer disputes an invoice amount the Customer shall certify the amount it believes is due for payment and shall pay that amount and the liability for the balance of payment shall be determined in accordance with the Customer Contract.

6.2.6 The Contractor will not be entitled to any credit charge, service fee or any other fee or charge for extending credit or allowing additional time for the payment by any Customer of money becoming due for the supply of the Services.

6.3 Set-Off/Money Recoverable by Customer

6.3.1 The Customer may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Customer in connection with the supply of the Services.

6.3.2 Without limiting clause 6.3.1, any damages, costs and expenses recoverable by the Customer from the Contractor in consequence of the Contractor's breach of the Customer Contract may be deducted from money then due to the Contractor under the Customer Contract. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Customer and may be:

(a) set off against any other money due to the Contractor by the Customer under this or any other agreement between the Customer and the Contractor; or

(b) recovered from the Contractor by the Customer in an appropriate court.

6.3.3 For the purposes of this clause, the Board may act for and on behalf of any Customer for the purpose of assessing and certifying any damages, losses, costs and expenses sustained or incurred by the Customer as a result of the breach of the Customer Contract.

6.4 Suspension of Payments

6.4.1 Should the Contractor refuse or neglect to carry out the instructions or requirements of the Board in regard to any matter connected with this Agreement, a Customer may, when directed by the Board, suspend all payments to the Contractor until such instructions or requirements have been complied with by the Contractor and in complying with a direction of the Board, the Customer shall not be in breach of this Agreement or any Customer Contract.

7 Variations

7.1 Variations to Agreement

7.1.1 This Agreement may not be varied except in writing signed by both the Board and the Contractor.

7.1.2 At any time during the Term of this Agreement, the Board may, as variations to this Agreement, negotiate with the Contractor to include new Job Titles to the Categories in Schedule 3, being logical inclusions to the overall Categories

covered by this Agreement but were not included in the Board's Request for Tender.

7.2 Restricted Tenders to Increase Contractors

7.2.1 The Board may at any time during the Term of this Agreement, conduct a restricted tender for the purpose of increasing the number of Contractors for the Categories of Services covered by the Request for Tender, but not included in this Agreement. Evaluation criteria for such restricted tender will be similar to those used to evaluate the Request for Tender. Should the Contractor be successful in being awarded additional Categories of Services, it will be treated as a variation to this Agreement.

7.2.2 Nothing in clause 7.1.2 allows the variation of this Agreement by the adding of separate Categories of Services into this Agreement if such Category was not included in the Board's Request for Tender.

8 Service Delivery

8.1 Customer Contracts

8.1.1 The Contractor must not supply the Services unless the Customer issues a Customer Contract. Such Customer Contracts may be made by:

(a) Written request to the Contractor by facsimile, hand, or email in accordance with clause 8.1.2;

(b) Electronic issue in accordance with the Customer's and/or the Contractor's ordering system and this Agreement;

(c) Any other method of Customer Contract placement required by the Customer which is in keeping with the NSW Government's financial and audit policies.

8.1.2 A Customer Contract in whichever form it is issued, must provide the following details:

(a) a description of the Services;

(b) the Price for the Services;

(c) this Agreement reference number;

(d) delivery date;

(e) Service Site for supply of the Services;

(f) name of officer placing the Customer Contract;

(g) NSW Commerce Customer Number;

(h) address to which the Contractor's invoice is to be sent for payment;

(i) certification by the Customer that the Board has approved the issue of a Customer Contract with a Secondary Panel Contractor (if the Contractor is appointed to a second panel of suppliers (Secondary Panel)).

8.1.3 If the Customer Contract is issued in incomplete form, the Contractor must notify the officer placing the Customer Contract of the details required under clause 8.1.2 that have not been provided and obtain the same prior to supply of the Services which are the subject of the Customer Contract.

8.2 Contractor to Fulfil all Customer Contracts

8.2.1 The Contractor must fulfil all Customer Contracts by Eligible Customers during the Term in accordance with this Agreement and the Customer Contract.

8.2.2 A Customer may place a single Customer Contract for Services to be supplied in a single delivery, or a single Customer Contract for Services to be supplied in multiple deliveries, ie. "Blanket Orders".

8.3 Punctual Performance

8.3.1 The Contractor must deliver the Services within the specified Service Periods in Schedule 2, or by the times specified in the Customer Contract.

8.3.2 As soon as practicable after becoming aware of any matter which is likely to change or which has changed the Service Period, the Contractor must notify the Customer in writing of the circumstances which the Contractor considers will give rise to the delay, and the extent or likely extent of the delay.

8.4 Extension of Time

8.4.1 Where there is likely to be a delay in the Contractor discharging an obligation under this Agreement because of a Circumstance Beyond the Contractor's Control (other than a circumstance arising out of any act or omission on the part of the Contractor), the Contractor will:

(a) within 3 days of becoming aware of the possibility of such a delay, notify the Customer, in writing of the circumstances which the Contractor considers will give rise to the delay, and the extent or likely extent of the delay and strategies proposed to manage the consequences of the delay; and

(b) request a reasonable extension of time.

8.4.2 The Customer may consent to a request for extension of time under clause 8.4.1 provided that:

(a) the Contractor uses its best endeavours to minimise the delay and recover lost time; and

(b) where appropriate, the Contractor provides the Customer with a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of the Circumstance Beyond its Control.

8.4.3 The Customer may terminate the Customer Contract in accordance with clause 17.1 if the delay continues beyond the time consented to in this clause 8.4.

8.4.4 The Contractor will not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with the delay.

9 Management Fee

9.1 Administration of Management Fee

9.1.1 The Contractor must pay to the Board a Management Fee in accordance with this clause.

9.1.2 The Contractor shall act in good faith in respect of all its obligations under this clause 9.1 and shall use its best endeavours to ensure that the obligations imposed on it in relation to the Management Fee are met including ensuring that:

(i) all Eligible Customers use an Order for placing orders for Deliverables;

(ii) the Contractor, its agents, Designated and Nominated Subcontractors sell the Deliverables to Eligible Customers on the terms and conditions of this Agreement.

9.1.3 The Management Fee is the GST-exclusive cost of the Deliverables supplied to a Customer, multiplied by the percentage shown in Item 5 of Schedule 1 (the Management Fee Rate), plus the GST payable on this amount. The Management Fee is payable where the supply of Deliverables to the Customer was made under this Agreement. The Management Fee is payable by the Contractor regardless of payment of Contractor invoices by the Customer.

9.1.4 The amount of the Management Fee will not under any circumstances be shown as a separate charge in any quote or invoice to a Customer.

9.1.5 The Parties agree that for the purpose of determining if an Order has been placed under this Agreement the following criteria shall apply, whether or not a customer number is quoted:

(i) All New South Wales government departments and agencies are Eligible Customers and are required to place their Orders under this Agreement;

(ii) All other Eligible Customers located in or affiliated with New South Wales, including State owned corporations, councils established under the Local Government Act 1993 and not for profit organisations, will be treated as having placed their Orders under this Agreement unless the Contractor can provide evidence to the satisfaction of the Board that the purchase was made under another contract between the Eligible Customer and the Contractor;

(iii) All Eligible Customers not located in or affiliated with New South Wales, including other State and Territory governments and the Commonwealth, will be treated as having placed their Orders under this Agreement only where they have so advised the Contractor at the time of placing their Order. The Board otherwise bears the onus of establishing that any such orders were placed under this Agreement.

9.1.6 All orders placed by an Eligible Customer (as described in clause 9.1.5(i) and (ii)) for Deliverables, howsoever placed, shall be treated as Orders placed under this Agreement, unless the Contractor can provide evidence to the reasonable satisfaction of the Board that the order was placed under another contract between that Eligible Customer and the Contractor. Further, the Contractor agrees to ensure that all Eligible Customers (as described in clauses 9.1.5(i), (ii), or (iii)) submit an Order in the required form in respect of all Deliverables acquired in accordance with this Agreement.

9.1.7 The Contractor agrees that the Management Fee payable has been allowed for in the Prices specified in the Price Schedule together with all costs associated with its calculation and proof of payment of the Management Fee and compliance with this clause 9.1.

9.1.8 Within 7 days of the end of each Payment Period, the Contractor shall provide electronically through smartbuy® to the Board a sales report ("the Report") which relates to the relevant Payment Period reporting the:

(a) total amount, exclusive of GST, all Customers are liable to pay in respect of all Deliverables invoiced by or on behalf of the Contractor, to Customers under the Agreement;

(b) the sales information as set out in Item 7 of Schedule 1 ("the Sales Information"); and

(c) such other relevant information as the Board may, by notice in writing to the Contractor, reasonably require.

9.1.9 In the event that the Contractor does not complete a Report within 7 days of the end of a Payment Period , the Contractor will be liable for interest, at the rate specified in item 8 of Schedule 1, on the outstanding Management Fee for the relevant Payment Period, calculated from 7 days after the end of the relevant Payment Period until the Management Fee is paid.

9.1.10

(a) After receipt of the completed Report from the Contractor, the Board shall then compile a Tax Invoice for the Management Fee payable based on the Report and forward that Tax Invoice to the Contractor.

(b) The Contractor shall then forward payment to the Board in accordance with the Tax Invoice compiled by the Board within fourteen [14] days of the date of the Tax Invoice.

(c) In the event that the Contractor does not provide payment within fourteen [14] days of the date of the Tax Invoice it will be liable for interest at the rate specified in item 8 of Schedule 1 on the invoiced amount, calculated from [14] days after the date of the Tax Invoice.

9.1.11 The Tax Invoice referred to in clause 9.1.10 will set out the Management Fee payable by the Contractor to the Board and the GST payable on the Management Fee.

9.1.12 The Board may alter the above procedure for the collection of the Management Fee as advised in writing from time to time during the Term.

9.1.13 Where the Contractor considers that an accounting adjustment to the amount of the Management Fee paid or payable during a Payment Period is required, it should advise the Board in writing. The Parties may then agree on the amount of any adjustment.

9.1.14 Where the Contractor has not issued an invoice to any Eligible Customer during a relevant Payment Period the Contractor must provide, within 7 days of the end of that Payment Period, a report stating that no Deliverables were provided by the Contractor to any Eligible Customer during that Payment Period.

9.1.15 The Contractor must set up and maintain a system which:

(a) to the reasonable satisfaction of the Board is suitable for identifying all purchasers of the Deliverables under the Agreement that are Eligible Customers whether pursuant to Customer Contracts or otherwise;

(b) enables monitoring by the Board of Customer Contracts placed with, and invoices issued, by the Contractor, on behalf of the Contractor, or by its Designated and Nominated Subcontractors;

(c) enables the provision of Sales Information; and

(d) accommodates the use of the Customer's corporate credit card if the Parties have agreed to use that card for the purchase of Deliverables,

and failure to establish such a system to the reasonable satisfaction of the Board shall constitute a breach of this Agreement and the Board may, it is discretion, terminate the Agreement.

9.1.16

(a) The Board may, at its own cost, take such measures as it considers reasonable in the circumstances (including the appointment of an auditor) to verify the Contractor has paid the correct amount of Management Fee due to the Board and the Contractor agrees to cooperate with the Board.

(b) If the Board appoints an auditor, the Board will inform the Contractor in writing of the appointment. The Contractor agrees to cooperate with any auditor appointed by the Board, including providing, or providing access to, within 10 working days of the written notification from the Board that an audit will take place, information about all sales of Deliverables made to Eligible Customers (whether pursuant to an Order or otherwise), copies of all contracts, orders and invoices between the Contractor and any Eligible Customers. The Contractor agrees to provide the auditor appointed by the Board access for the purpose of this clause 9.1.16 on the basis of the appointed auditor entering into an Auditor Confidentiality Agreement in the form set out in Schedule 5.

9.1.17 If the measures taken in clause 9.1.16 verify that the Contractor has not paid in full the Management Fee that is actually due to the Board, the Contractor:

(a) must pay the difference between the Management Fee paid to the Board and the Management Fee actually due to the Board within 30 days of a written direction from the Board;

(b) will be liable for interest at the rate specified in item 8 of Schedule 1, on the additional amount calculated from 30 days after the expiry of the relevant Payment Period; and

(c) will, at the discretion of the Board, reimburse the Board's costs and expenses of the measures taken (including any auditor's fees) under clause 9.1.16 to the Board in accordance with the sliding scale set out below to compensate the Board for the cost incurred in ensuring the correct Management Fee is paid:

Difference between Management Fee paid and payable:

(a) 99% or more of Management Fee was paid

(b) 90-98% of Management Fee paid

(c) 75-89% of Management Fee paid

(d) 50-74% of Management Fee paid

(e) less than 50% of payable Management Fee paid

Portion of Audit costs to be borne by Contractor:

(a) $0

(b) 25% of Audit and other costs

(c) 50% of Audit and other costs

(d) 75% of Audit and other costs

(e) 100% of Audit and other costs.

9.1.18 The Contractor shall during the Term of this Agreement and for a 12 month period after the Agreement has expired or is terminated, keep secure all relevant documents and information for the purposes of this clause and give any auditor appointed by the Board access to those documents and information at all reasonable times.

9.1.19 The Parties agree that a breach of this clause 9.1 (including without limitation, a failure by the Contractor to cooperate satisfactorily with the audit referred to in clause 9.1.17) shall be a Substantial Breach of this Agreement which will entitle the Board to terminate this Agreement pursuant to clause 16.1.1 and this right of termination shall be in addition to the right of the Board to recover from the Contractor any sums payable to the Board under this Agreement or otherwise, or the right of the Board to deduct those sums from any money that may be or become payable by the Board to the Contractor on any other account.

10 Confidentiality and Personal Information

10.1 Obligations of Parties

10.1.1 Except to the extent necessary to comply with any statutory requirements or government policy relating to the public disclosure of Confidential Information, neither Party will make public, disclose or use any Confidential Information of the other Party except in accordance with this Agreement or a Customer Contract, unless the other Party gives its prior written consent.

10.1.2 Each Party may disclose Confidential Information to its officers, employees and sub-contractors where such disclosure is essential to carrying out their duties or in accordance with this Agreement or a Customer Contract.

10.1.3 Each Party must ensure the Confidential Information of the other Party is used solely in connection with or for the purposes of fulfilling its obligations under this Agreement or a Customer Contract.

10.1.4 The Contractor must ensure that any employee, agent or subcontractor (whether a Designated Subcontractor or not) complies with the Contractor's obligations relating to the disclosure of Confidential Information.

10.1.5 The Board or the Customer may at any time require the Contractor to arrange for its Personnel (including Specified Personnel), engaged in the performance of this Agreement or a Customer Contract to execute without delay a Deed of Confidentiality, substantially in the form of Schedule 4.

10.1.6 This clause will survive the termination of this Agreement.

10.2 Personal Information

10.2.1 The Contractor must, and must ensure that its officers, employees, agents and sub-contractors, comply with the Customer's privacy policy in respect of any Personal Information disclosed to the Contractor by the Customer or acquired by the Contractor in performing the Services. A copy of the Customer's privacy policy will be provided to the Contractor on request to the Customer.

11 Intellectual Property

11.1 Ownership

11.1.1 Intellectual Property created in relation to New Contract Material will be owned by the Board and/or the Customer upon their creation. The Contractor upon request by the Board and/or the Customer agrees, at its own cost, to do all things necessary to execute all documents to permit the vesting of ownership and title in Intellectual Property in the Board and/or the Customer.

11.1.2 The Parties acknowledge and agree that the Parties or, where applicable, particular third parties, are the sole owners of their Intellectual Property rights in or in relation to the Existing Contract Material.

11.1.3 The Contractor must ensure all licence fees and/or consents required under law are paid and/or obtained as a result of any reproduction, adaptation or use of any Intellectual Property or Contract Material necessary for the provision of the Services.

11.1.4 Upon completion of the Agreement, or at such other time as the Board or the Customer may require, the Contractor must fully and promptly disclose to the Customer all New Contract Material created or developed under or in connection with this Agreement.

11.1.5 The Contractor must ensure that an appropriate notice is incorporated in all Contract Material that the Intellectual Property rights in that material are owned by the Crown in the right of the State of New South Wales.

12 Specific Obligations of Contractor

12.1 Contract Transition Requirements

12.1.1 The Contractor must ensure that it has complied with the requirements of the Transition Plan in Schedule 2 of this Agreement in accordance with the dates indicated therein, including the transition of existing personnel to this Agreement.

12.1.2 Where an Agreement with a Contractor is terminated for any reason (including by expiry), and where a Customer has requested the Services of certain Specified Personnel employed by the Contractor, the Contractor must allow the Specified Personnel to be transferred to existing or incoming suppliers within 90 days of a written transition request from the Customer, or such later period permitted by the Board. The Board will not be liable for any penalties as a result of the transfer of Specified Personnel. Contractors are required to accept any such transfer of Specified Personnel.

12.2 Marketing by the Contractor

12.2.1 The Contractor is responsible for the proactive marketing of its organisation's capability to Customers.

12.3 Provision of Catalogue Information for E-commerce Initiatives

12.3.1 From time to time the Board may request the Contractor to supply information in the nature of catalogue information for use in e-commerce initiatives in NSW Government contracting.

12.3.2 The Contractor must promptly supply any such information that is reasonably requested by the Board in the format, and using the method of delivery, specified by the Board at the time of the request.

12.3.3 The Contractor consents to the use of such information, including any personal information, in any catalogue created by NSW Department of Commerce to facilitate e-commerce in NSW Government contracting.

12.4 Licences and Approvals

12.4.1 The Contractor must obtain at its own cost all licences, approvals and consents necessary to perform this Agreement.

12.5 Compliance with Laws and Standards

12.5.1 The Contractor must, in carrying out this Agreement, comply with:

(a) all applicable Statutory Requirements;

(b) the NSW Government codes, policies, guidelines and Standards listed in item 9 of Schedule 1 or any other codes, policies, guidelines and Standards specified in writing by the Board to the Contractor; and

(c) Where a particular Standard has been agreed between the Contractor and the Board, and that Standard is revised, the Contractor must submit evidence of compliance with the revised Standard within a reasonable period of time.

12.6 Minimum Insurance Requirements

12.6.1 The Contractor must hold and maintain, and must ensure that all subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances for the Term, or for such other period as may be specifically required by this Agreement for the particular policy:

(a) a broad form liability policy of insurance which includes:

(i) public liability insurance for at least the amount specified in item 11(a) of Schedule 1 in respect of each claim; and

(b) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees; and

(c) such other insurances as are specified item 11(b) in Schedule 1 of the Agreement Details.

12.6.2 All policies of insurance must be effected with an insurer rated A or better by AM Best or an equivalent rating organisation.

12.6.3 The Contractor must ensure that each policy is in effect for the Term of this Agreement or such other period as required by the Board.

12.6.4 The Contractor shall, and shall ensure sub-contractors, as soon as practicable, inform the Board in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Agreement and shall ensure that the Board is kept fully informed of subsequent action and developments concerning the claim.

12.6.5 The Contractor must, when requested in writing by the Board, supply proof that all insurance policies required by this Agreement are current.

12.6.6 The Contractor must, when requested in writing by the Board, arrange for its insurer to complete a "Certificate of Insurances Obtained".

12.6.7 Where the Contractor is insured under its parent company's insurance policy, the parent company's insurance policy must clearly indicate that it applies and extends coverage to the Contractor.

12.6.8 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

12.7 General Indemnity

12.7.1 The Contractor indemnifies, and shall keep indemnified, the Board and the Customers and their officers, employees and agents against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together "the loss") as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its employees, agents or subcontractors or their employees) in the performance of this Agreement.

12.7.2 The Contractor's indemnity given in clause 12.7.1 shall be reduced proportionally to the extent that any unlawful, negligent, or deliberately wrongful act or omission of the Board, its officers, employees or agents caused or contributed to the loss.

12.8 Contractor's Warranties (General)

12.8.1 The Contractor warrants:

(a) that the Services do not infringe the Intellectual Property rights of a third party; and

(b) the Services shall conform to any legally applicable Australian Standards;

(c) it has capacity to enter into this Agreement and the Customer Contract and perform the obligations imposed on the Contractor and the Contractor has not entered into any arrangement, whether a trust arrangement or otherwise, that impedes or is likely to impede the performance of the Agreement and the Customer Contract by the Contractor.

12.9 Employment Conditions and Compliance with Statutory Obligations

12.9.1 The Contractor warrants in relation to any Services provided pursuant to this Agreement, that the Contractor will comply with any requirements or conditions imposed upon the Contractor under any applicable legislation of New South Wales or the Commonwealth of Australia in relation to employment, engagement of persons subcontracted or engaged by the Contractor to perform the Services under this Agreement.

12.9.2 Without limiting the generality of clause 12.9.1, the warranty shall extend to ensuring that all persons employed, engaged or sub-contracted by the Contractor to perform the Services in pursuance of this Agreement:

(a) Are paid wages, salaries, allowances and remuneration not less than:

(i) Any determination, judgement or order of any competent court (including but not limited to any commission, board or tribunal);

(ii) Any relevant Industrial agreement or registered enterprise agreement;

in force under any law of the State of New South Wales or the Commonwealth of Australia as applicable and are employed under conditions no less favourable than the conditions contained in any award, determination, order or agreement mentioned in 12.19.2 (a) above

(b) Are afforded, by the Contractor, any entitlement to and benefits of annual leave, sick leave, extended leave, superannuation guarantee, workers compensation and any other statutory entitlements of an employee.

12.10 Mistakes in Information

12.10.1 The Contractor must pay for the extra costs (if any) incurred by the Board or any Customer by errors or omissions in material or other Information supplied by it, even though that material or Information may have been approved by the Board.

12.11 Notification of Change in Control or Transfer of Ownership

12.11.1 During the Term, the Contractor must immediately notify the Board and any Customers under an existing Customer Contract in writing of any Change in Control or other action to reconstruct or amalgamate itself.

12.12 Notification of Contractor's Insolvency

12.12.1 The Contractor must immediately notify the Board in writing of the Contractor's Insolvency and disclose the details of any:

(a) Action taken in relation to the Contractor's Insolvency in so far as it affects this Agreement and any Customer Contracts;

(b) Existing Customer Contracts which the Contractor has entered into under this Agreement.

12.12.2 The Contractor must immediately notify all Customers under an existing Customer Contract of the Contractor's Insolvency.

12.13 Child Protection

12.13.1 If any Customer Contract involves child-related employment, the Contractor must ensure that:

(a) it complies with its obligations, and ensures that its subcontractors comply with their obligations, as an employer under the Children and Young Persons (Care and Protection) Act 1998 ("Children and Young Persons Act") (refer: http://www.community.nsw.gov.au/DOCS/STANDARD/PC_101108.html)and the Commission for Children and Young People Act 1998 ("Children and Young People Act") (refer: www.kids.nsw.gov.au).

12.13.2 Without affecting the obligations imposed by the Children and Young Persons Act and the Children and Young People Act:

(a) if any work under a Customer Contract is "child-related employment" under the Children and Young People Act (employment of specified kinds that primarily involves direct contact with children where that contact is not directly supervised), the Contractor:

(i) must obtain, and ensure that its subcontractors obtain, a prohibited person declaration from any person who is to perform the work; and

(ii) must conduct, and ensure that its subcontractors conduct, a working with children check on any person who is to perform the work.

(b) if any work under a Customer Contract is "child-related employment" under the Children and Young People Act (any employment that involves direct contact with children where the contact is not directly supervised) the Contractor must conduct, and ensure that its subcontractors conduct, a working with children check on any person who is to perform the work.

12.13.3 The Contractor must not, and must ensure that its subcontractors do not, engage any person who is a "prohibited person" under the Children and Young People Act (persons who have committed a serious sex offence within the meaning of that Act) to perform work under any Customer Contract that is "child-related employment" under that Act.

12.13.4 If the work involves access to Department of Education and Training sites, additional requirements relating to community expectations concerning child protection may be imposed as a condition of entry to that site.

12.13.5 The Board may require the immediate removal of a "prohibited person" or a person who is the subject of a child abuse allegation or investigation from performance of child-related employment under the relevant Customer Contract.

12.13.6 If the Contractor does not comply with any requirement under this clause the Board may do either or both of the following:

(a) ensure termination of any relevant Customer Contract by giving written notice to the Customer that the Contractor has not complied with a requirement under this clause;

(b) terminate this Agreement for cause.

12.14 Alternative Supply Engagement Model

12.14.1 The Contractor must cooperate and provide all reasonable information as requested in order to operate under an alternative supply engagement model if implemented by the Board or an Eligible Customer during the term of this Agreement.

13 Performance Management

13.1 Service Levels

13.1.1 The Contractor must meet the agreed Service Levels in accordance with Schedule 7 during the Term of this Agreement. Performance against the Service Levels must be tracked by the Contractor and reported to the Board's Delegate in accordance with the frequencies and formats in Schedule 7.

13.1.2 Where the Contractor does not meet the agreed Service Levels, the Board may, at its discretion, take one or more of the following actions in relation to the Contractor:

(a) require the Contractor to undertake more frequent performance reporting in addition to those specified in Schedule 7, to ensure performance is improved;

(b) refuse to agree to all or a portion of the price variation requested by the Contractor under clause 5.4.1,

(c) temporarily suspend the use of all or parts of this Agreement by all Customers, for a period not exceeding 12 months; and

until such time as the Contractor has demonstrated its ability to meet the Service Levels in accordance with Schedule 7.

13.1.3 The remedies in clause 13.1.2 are in addition to any other provisions available to the Board to deal with the inability of the Contractor to meet its Service Level obligations under this Agreement and at law.

13.1.4 The measurements and tolerances in the Service Levels specified in Schedule 7 may be amended, added to, or deleted by, the Board and the Contractor in writing during the Term of this Agreement.

13.2 Board's Delegate

13.2.1 The Board has nominated the Board's Delegate in Schedule 1 item 10 to oversee the performance of this Agreement. The Board may, by notice to the Contractor, nominate a replacement Delegate.

13.3 Contractor's Relationship Manager

13.3.1 For the purpose of ensuring an efficient relationship with the Board the Contractor has appointed the Relationship Manager indicated in Schedule 1 item 12. The Relationship Manager must:

(a) act as the representative of the Contractor and have the legal power to bind the Contractor in all matters pertaining to this Agreement;

(b) serve as the principal point of contact for the Contractor with respect to the overall administration of the Agreement;

(c) have the authority to implement such actions (including issuing of directives through the Contractor's organisation), as may be required for the Contractor to comply with this Agreement;

(d) meet with the Board's Delegate at least once each month to provide information regarding the Contractor's performance under this Agreement, with particular reference to the Service Levels in clause 13.1.1; and

(e) answer the Board's queries and work with the Board to address issues relating to matters deemed urgent by the Board arising out of this Agreement.

13.3.2 The Relationship Manager must be available at all times during business hours and at all other times on reasonable notice by the Board's Delegate to meet with the Board's Delegate to discuss any queries, concerns or issues arising in connection with this Agreement or a Customer Contract.

13.3.3 The Relationship Manager must be supported by the Key Personnel in Schedule 1 item 12 in respect of Customers. The Relationship Manager and/or the Key Personnel in Schedule 1 item 12 must be available to attend periodic meetings as required by Customers.

13.4 Innovation and Continuous Improvement

13.4.1 The Contractor must identify innovative solutions for mutual value enhancement in connection with this Agreement, with a view to achieving continuous improvement.

13.4.2 The Contractor must submit in writing to the Board, at its own cost, detailed proposals for changes to the Services and associated solutions which are likely to offer significant (including repeated and long term) benefits to the Board in accordance with the requirements of Schedule 2.

13.4.3 The Contractor must ensure that such solutions do not include anything which might adversely affect the quality of the Services and that any proposed changes are consistent with the purpose and intent of this Agreement.

13.4.4 The Board must consider the Contractor's proposals, but is not bound to accept any proposal. The Board may also accept the proposed changes subject to conditions. The Contractor shall have no claim arising out of the Board's failure to accept any proposal or proposed changes.

13.4.5 If the Board accepts any changes proposed by the Contractor, any direct savings in the cost to the Contractor of supplying the Services will be for the benefit of the Customer.

13.4.6 For the purposes of monitoring performance and providing incentives for the Contractor to improve its performance level, the Board will construct and maintain an Overall Performance Indicator (OPI).

13.4.7 Data input into the OPI will be provided by the Board which will monitor the Key Performance Indicators (KPI) and by the Customer which will monitor the Agency Performance Indicator (API).

13.4.8 The performance framework and the performance indicators are set out in Schedule 7.

13.4.9 Where the Contractor has consistently met the levels set out in Schedule 7, the Board, may in its absolute discretion:

(a) extend the period of the Agreement with the Contractor subject to the original term and any relevant policy consideration, and/or

(b) reduce the level and frequency of the Board's reporting requirements.

13.5 Contractor Performance Monitoring

13.5.1 The Board will monitor the sales performance of the Contractor under this Agreement. Where after 12 months of operation of this Agreement the:

(a) sales of the Contractor are minimal, or

(b) the Contractor consistently has nil returns,

it may be treated as a Substantial Breach of this Agreement by the Board.

13.6 Exchange of Information Between Government Agencies

13.6.1 The Contractor authorises the Board and its employees and agents to make available to NSW Government departments or agencies Information concerning the Contractor, including any Information provided by the Contractor to the Board and any Information relating to the Contractor's performance under the Agreement, or the Contractor's financial position.

13.6.2 The Contractor acknowledges that Information supported by some evidence about the Contractor from any source including any substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.

13.6.3 The Board regards the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 30 of the Defamation Act 2005 (NSW).

13.6.4 The Contractor releases and indemnifies the Board and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information. Without limiting the above, the Contractor releases the Board and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.

14 The Contractor's Personnel

14.1 Requirements for the Contractor's Personnel

14.1.1 The Contractor warrants that its personnel engaged in the provision of the Services are appropriately qualified, competent and experienced including the Contractor's Relationship Manager and the Key Personnel.

14.1.2 The Contractor must:

(a) employ only such persons as are careful, skilled and experienced in the provision of the Services or similar Services; and

(b) (where applicable) hold, or ensure appropriate personnel hold, all necessary certificates, licences, permits and authorities.

14.1.3 The Board may object to and direct the Contractor to remove any of its Personnel (including the Relationship Manager and Key Personnel) who in its opinion are incompetent, unsuitable, or who have been guilty of neglect, or other improper behaviour. Such named personnel so removed may not be re-employed by the Contractor under this Agreement.

15 Conduct and Dispute Management

15.1 Co-operation

15.1.1 The Parties must do all they reasonably can to co-operate in matters relating to this Agreement and/or the Customer Contract, but their rights and responsibilities under the Agreement and/or the Customer Contract remain unchanged unless the Parties agree in writing to vary them.

15.2 Duty not to Hinder Performance

15.2.1 Each Party must do all it reasonably can to avoid hindering the performance of the other under the Agreement and the Customer Contract.

15.3 General

15.3.1 In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below will be followed in this order until an issue is resolved:

(a) Amicable Resolution (clause 15.4.);

(b) Expert Determination (clause 15.5)

15.4 Amicable Resolution

15.4.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, ("the Issue Notice") about the meaning or effect of the Agreement, Customer Contract or about any matter arising under or out of the Customer Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.

15.4.2 The Party submitting the Issue Notice must submit it to the other Party's authorised representative, which in the case of the Board is the Board's Delegate, and in the case of the Contractor, the Relationship Manager.

15.4.3 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.

15.4.4 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.

15.4.5 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice to the person or persons specified.

15.4.6 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided ("the Referral Notice").

15.4.7 If the Party giving the Referral Notice is the Contractor it must give the Referral Notice to the Customer and the Board.

15.4.8 If the Party giving the Referral Notice is the Customer, it must give the Referral Notice to the Contractor and the Board.

15.4.9 If a Referral Notice has not been given to the person or persons specified within 28 days, then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

15.5 Expert Determination

15.5.1 If a Referral Notice is given under clause 15.4, the nomination of the expert is to be agreed between the Board and the Contractor. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.

15.5.2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:

(a) an employee of the parties;

(b) a person who has been connected with the Agreement or the Customer Contract as the case may be; or

(c) a person who the Parties have been unable to agree on.

15.5.3 When the person to be the expert has been agreed, the Board, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:

(a) the issue referred to the expert for determination;

(b) the expert's fees;

(c) the procedure for determination set out in Schedule 8;

(d) any other matter which is relevant to the engagement.

15.5.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.

15.5.5 If the expert determines that one Party must pay the other an amount exceeding the amount shown in Item 13 Schedule 1 (calculating the amount without including interest on it, and after allowing for set offs), then either Party may commence litigation, but only within 56 days after receiving the determination.

15.5.6 Unless a party has a right to commence litigation under clause 15.5.5:

(a) the Parties must treat each determination of the expert as final and binding and give effect to it; and

(b) if the expert determines that one Party owes the other money, that Party must pay the money within 28 days.

16 Termination by the Board

16.1 Termination for Cause

16.1.1 Without prejudice to its rights at common law, the Board may immediately terminate this Agreement, in whole or in part, by written notice to the Contractor ("Notice of Termination for Cause"):

(a) where the Contractor provides any statement, fact, information, representation or material in its response to the Board's Request for Tender which is false, untrue, or incorrect in a way which materially affects the Agreement;

(b) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;

(c) where the Contractor commits a Substantial Breach of the Agreement that is not capable of remedy;

(d) where the Contractor commits a Substantial Breach of the Agreement in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Board requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Board may reasonably allow;

(e) where the Contractor assigns its rights and/or obligations, or novates this Agreement or subcontracts the Customer Contract except in accordance with this Agreement;

(f) in the case of the Contractor's Insolvency;

(g) where the Contractor has not for three consecutive Payment Periods issued any invoice to a Customer or received any order; or

(h) if in the Board's view a conflict of interest exists for the Contractor which prevents the proper performance of this Agreement.

16.2 Effect of Termination for Cause

16.2.1 If the Board terminates this Agreement for cause the Board may:

(a) contract with any other person to complete the provision of the Services including but not limited to any order remaining to be filled;

(b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Customer under any Customer Contract (which may be ascertained and certified by the Board), from any money due, or which may become due to the Contractor (whether under this Agreement or any Customer Contract) and/or from the Security (if any); and

(c) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Board.

16.2.2 The Board's termination under this clause will not affect any Customer Contract unless the context requires it.

16.3 Termination for the Board's Convenience

16.3.1 The Board may terminate this Agreement in whole or in part for its convenience by giving 14 days written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to provide reasons.

16.4 Effect of Termination for Convenience

16.4.1 The Board's termination under this clause will not affect any Customer Contract unless the context requires it.

16.4.2 The Board shall reimburse the Contractor its unavoidable costs directly incurred as a result of termination provided that any claim by the Contractor:

(a) must be supported by written evidence of the costs claimed;

(b) will be in total satisfaction of the liability of the Board to the Contractor in respect of this Agreement and its termination.

16.4.3 The Board shall not in any circumstances be liable for any Consequential Loss or loss of profits suffered by the Contractor as a result of the termination of this Agreement by the Board.

17 Termination by Customer

17.1 Termination for Cause

17.1.1 Without prejudice to its rights at common law, the Customer may immediately terminate the Customer Contract, by written notice to the Contractor ("Notice of Termination"):

(a) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;

(b) where the Contractor commits a Substantial Breach of the Customer Contract that is not capable of remedy;

(c) where the Contractor commits a Substantial Breach of the Customer Contract in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Customer requiring it to do so ("Notice of Breach"), or such further time as the Customer may reasonably allow;

(d) where the Contractor assigns its rights and/or obligations, or subcontracts the Customer Contract otherwise than in accordance with the Customer Contract; or

(e) in the case of the Contractor's Insolvency.

17.2 Effect of Termination for cause

17.2.1 In the event of termination, the Customer:

(a) may procure from any other source a reasonably similar alternative to the Services suitable to the Customer and the Contractor shall be liable to the Customer for any reasonable extra expense incurred together with any loss sustained by the Customer;

(b) shall be liable under the Customer Contract to pay only for the Services delivered and accepted by the Customer or performed to the satisfaction of the Customer, in accordance with the Customer Contract; and

(c) may recover from the Contractor the amount of any loss or damage suffered by the Customer as a result of the termination.

17.2.2 This clause will survive the termination of the Customer Contract.

17.2.3 If the Customer terminates this Customer Contract the Customer may recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Customer.

17.2.4 The Customer's termination under this clause will not affect the Agreement, unless the context requires it.

17.2.5 Any termination by the Customer is without prejudice to any accrued rights or remedies of the Customer under the Customer Contract.

18 General

18.1 No Assignment or Novation

18.1.1 The Contractor must not assign or novate this Agreement or a Customer Contract without first obtaining the prior written consent of the Board or the Customer as applicable, which consent may be withheld at their absolute discretion.

18.1.2 The Contractor acknowledges that the Board may make financial checks and due diligence checks on the entity proposing to take over this Agreement before determining whether or not to give consent to the assignment or novation.

18.2 Conflicts of Interest

18.2.1 The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Agreement.

18.2.2 The Contractor must:

(a) notify in writing, and consult with, the Board immediately upon becoming aware of the existence, or possibility, of a conflict of interest; and

(b) comply with any direction given by the Board in relation to those circumstances designed to manage that conflict of interest.

18.2.3 For the purposes of this clause, a "conflict of interest" includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Agreement.

18.3 Records and Access to Records

18.3.1 The Contractor must keep proper accounts and records in accordance with the accounting principles generally applied in commercial practice.

18.3.2 During the Term, the Contractor must, within a reasonable time of a request from the Board, give the Board access to, and copies of, any material relevant to the performance of the Contractor's obligations under this Agreement, and any financial information, that the Board reasonably requires.

18.4 Waiver

18.4.1 A waiver in respect of a breach of a term of this Agreement by a Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party

to enforce a term of this Agreement will not be interpreted as a waiver of that term.

18.5 Severability

18.5.1 If any part of this Agreement is void or voidable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

18.6 Notices

18.6.1 Notices must be sent to the other Party at the address shown in item 14 of Schedule 1, or the address last notified to the other Party in writing, or in the case of the Contractor, at the Contractor's registered office.

18.6.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.

18.6.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

18.7 Counterparts

18.7.1 If there are a number of counterparts of this Agreement the counterparts taken together constitute one and the same instrument.

18.8 Applicable Law

18.8.1 This Agreement is governed by the laws of the State of New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the Commonwealth of Australia.

18.9 No agency/no employment/no partnership

18.9.1 The Contractor agrees that the Contractor and the Specified Personnel will not be taken to be, nor will it represent that it is, the employee, partner, officer and/or agent of the Board or of the Customer.

18.10 Disengagement Period

18.10.1 For 6 months following the expiry or termination of a Customer Contract (or part thereof) the Contractor will provide such assistance as is reasonably requested by the Board for the supply of the Services to continue without interruption to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Customer. Such assistance includes (without limitation):

(a) providing reasonable co-operation with a third party supplier nominated by the Customer including the transfer of Specified Personnel, and

(b) providing the Customer data, information and materials that may be required to enable transacting with a new provider as requested by the Board or Customer.

Schedule 1 Agreement Details

Item 1	**Contractor's Name**
Item 2	**Term**: (clause 2.1.1) Commencement Date: 20 April 2009 Expiry Date: 19 April 2012 **Period of extended term** (if any): (clause 2.2.1) 1st Extension Option: 20 April 2012 to 19 April 2013 2nd Extension Option: 20 April 2013 to 19 April 2014
Item 3	**Restrictions on Nominee Purchasers** (clause 3.7)
Item 4	**Benchmarker** (clause 5.6) Name: Address: Telephone: Facsimile Hourly Rate:
Item 5	**Management Fee Rate** (clause 9.1) 2.5%
Item 6	**Payment Period of Management Fee** (clause 9.1) Monthly
Item 7	**Sales Information** (clause 9.1.7) 1. The names of the ten largest Customers listed by dollar value invoiced by the Contractor in the relevant Payment Period.
Item 8	**Interest for Late Payment of Management Fee** (clause 9.1.8, 9.1.9 and 9.1.15) Interest of 5% per annum shall be payable by the Contractor on any Management Fee not remitted to the Board in accordance with the clause 9.1.8, 9.1.9 and 9.1.15.
Item 9	**Codes and Standards** (clause 12.5.1) 1. Code of Practice for NSW Government Procurement. 2. Implementation Guidelines for NSW Government Procurement 3. Occupational Health & Safety & Rehabilitation 4. Code of Behaviour for the Protection of Children and Other Vulnerable People
Item 10	**Board's Delegate** (clause 13.2)

Item 11	**Insurances** (clause 12.6) a) Public Liability Insurance Policy Amount (All Categories A – I): $20 million b) Professional Indemnity Insurance Category B – Finance - $10 million (per event) Category C – Specialist - $10 million (per event) Category E – Professional - $20 million (per event) Category F – Technical - $20 million (per event) Category G - ICT – Network and Equipment - $20 million (per event) Category H - ICT – Management, Implementation & Support - $20 million (per event) Category I - ICT - Applications, Databases & Systems - $20 million (per event)
Item 12	**Key Personnel** (clause 14.1.1) **Relationship Manager** (clause 13.3.1) **Name:** **Address:** **Position:** **Telephone:** **Facsimile** **.**
Item 13	**Expert Determination Amount** (clause 15.5.6): **AUD:** 1 million
Item 14	**Notices to:** (clause 18.6) **The Contractor's contact name and address:** **Name:** **Address:** **Position:** **Telephone:** **Facsimile:** **The Board's contact name and address:** **Name: Chairman, SCCB** **Address: McKell Building, 2-24 Rawson Place, SYDNEY, NSW 2000** **Telephone: 9372 8818** **Facsimile: 9372 8803**
Item 15	**Restrictions on Dealing with Certain Customers** (clause 4.13.1)

Schedule 2 Statement of Requirements

Schedule 3 Pricing and List of Services

Pricing and List of Services

If a Customer places an order for Specified Personnel (or their replacement) to perform further work within two weeks of the expiry of a prior Customer Contract and the work is substantially similar to the work performed under the prior Customer Contract, the prior Service Period plus the additional Service Period will be considered one continuous Service Period for the calculation of the Margin in the new Customer Contract.

Price Variation Mechanism

Margins are firm for the entire duration of the Standing Offer agreement thirty-six (36) months plus 2 x twelve (12) month optional extension periods excepting reductions which may be applied at any time during the term based on benchmarking, discounts, innovation initiatives and any other cost saving structures.

Workers Compensation Rates may only be varied based on demonstrated increases in policy premiums and is subject to the Board's discretion.

Statutory Charges (payroll tax and superannuation) will only be varied where statutory requirements change during the term of the Agreement.

Schedule 4 Deed of Confidentiality

THIS DEED DATED THE _____day of_____200__

BETWEEN *(insert name of Principal)* of *(insert address of Principal),* in the State of New South Wales ("the Principal")

AND [*Name and address of Contractor*] ("the Contractor ")

RECITALS:

A. In the course of the Contractor supplying certain Services for the Principal (whether directly or indirectly) pursuant to the Agreement, the Contractor will have access to and may become aware of Confidential Information belonging to or in the possession of the Principal.

B. Improper use or disclosure of the Confidential Information would severely damage the Principal's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the NSW Government.

C. The Principal requires, and the Contractor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Principal's Confidential Information is kept confidential and that the Contractor provides the Services faithfully and without any conflicting interest.

D. This Deed sets out the terms on which the Contractor will have access to the Confidential Information

OPERATIVE PROVISIONS:

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals in every particular.

2. Interpretation

2.1 Definitions

In the interpretation of this Deed unless a contrary intention appears requires the following expressions will have the following meanings:

"**Agreement**" means the Agreement between the Board and the Contractor dated [*insert date*] for the supply of the Services as defined in the Agreement.

"Board" means the State Contracts Control Board established by the Public Sector Employment & Management Act 2002 and includes duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

"Confidential Information" means information that:

(a) is by its nature confidential;

(b) is designated by the Principal as confidential; or

(c) the Contractor knows or ought to know is confidential;

and includes but is in no way limited to:

(d) the Contract Material;

(e) The Principal's Material including the financial information, the corporate information and the commercial information of the Principal or any Customer;

(f) any material which relates to the affairs of a third party;

(g) information relating to the policies, strategies, practices and procedures of the NSW Government and any information in the Contractor's possession relating to the NSW Public Service.

"**Contractor**" means [*insert name of Contractor*]

"Contract Material" means:

(a) any material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including but not in any way limited to all Records, working papers, programs, flow charts, reports, including documents, equipment and information and data stored by any means ("New Contract Material");

(b) any material which is existing at the date of this Agreement and which is incorporated with the New Contract Material ("Existing Contract Material").

"Customer" has the same meaning as in the Agreement;

"Express Purpose" means the Contractor performing the obligations under the Agreement.

"Intellectual Property Rights" includes copyright, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Agreement;

"Notice" means notice in writing given in accordance with this Deed; and

"Principal" means [*insert name of Principal*].

"Principal's Material" means any documentation, information or material supplied by or on behalf of the Principal, or a Customer to the Contractor

"Records" includes the Contract Material and any other information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Agreement;

2.2 General

2.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

2.2.2 A reference to:

(a) legislation (including subordinate legislation)is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(b) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;

(c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;

(d) anything (including a right, obligation or concept) includes each part of it.

2.2.3 If this Agreement expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

2.2.4 A singular word includes the plural, and vice versa.

2.2.5 A word which suggests one gender includes the other genders.

2.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

3.1.1 The Contractor must not disclose the Confidential Information to any person without the prior written consent of the Principal.

3.1.2 The Principal may grant or withhold its consent in its discretion.

3.1.3 If the Principal grants its consent, it may impose conditions on that consent, including a condition that the Contractor procure the execution of a Deed in these terms by the person to whom the Contractor proposes to disclose the Confidential Information.

3.1.4 If the Principal grants consent subject to conditions, the Contractor must comply with those conditions.

3.1.5 Despite clause 3.1.1, the Contractor may disclose the Confidential Information to its directors, officers, employees, and contractors ("permitted recipients") where such disclosure is essential to carrying out their duties owed to the Contractor or in accordance with this Deed.

3.1.6 Before disclosing the Confidential Information to a permitted recipient, the Contractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.

3.1.7 The Confidential Information must not be copied or reproduced by the Contractor or the permitted recipients without the expressed prior written permission of the Principal, except as for such copies as may be reasonably required for the purposes of this Deed.

3.1.8 The Principal may at any time require the Contractor to promptly arrange for the permitted recipients to execute a Deed of Confidentiality substantially in the form of this Deed.

3.1.9 If any person being any director, officer, contractor or employee of the Contractor, who has had access to the Confidential Information in accordance with this clause leaves the service or employ of the Contractor then the Contractor will ensure that that person does not do or permit to be done anything which, if done or permitted to be done by the Contractor, would be a breach of the obligations of the Contractor under this Deed.

3.1.10 The requirements of this Deed do not affect the obligation of the Contractor to disclose any Confidential Information where it is required to be disclosed at law.

4. Restriction on use

4.1 The Contractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Principal use the Confidential Information for any purpose other than the Express Purpose.

4.2 The Contractor must, unless otherwise authorised by the prior written consent of the Principal:

(a) treat as confidential and secret all of the Confidential Information which the Contractor has already acquired or will acquire from the Principal;

(b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;

(c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;

(d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and

(e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

This Deed will survive the termination or expiry of the Agreement.

6. Rights of the Board

6.1 Production of Documents

6.1.1 The Principal may demand the delivery up to the Principal of all documents in the possession or control of the Contractor containing the Confidential Information.

6.1.2 The Contractor must immediately comply with a demand under this Clause 6.

6.1.3 If the Principal makes a demand under this clause 6, and the Contractor has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Contractor must provide full

particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

The Principal may take legal proceeding against the Contractor or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Indemnity and release

7.1 The Contractor is liable for and agrees to indemnify and keep indemnified the Principal or a Customer in respect of any claim, damage, loss, liability, cost, expense, or payment which the Principal or a Customer suffers or incurs as a result of:

(a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or

(b) the disclosure or use of the Confidential Information by the Contractor or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

9. Waiver

9.1 No waiver by the Principal of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.

9.2 None of the provisions of this Deed will be taken to have been varied waived discharged or released by the Principal unless by its express consent in writing.

10. Remedies Cumulative

10.1 Cumulative

The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

10.2 Other Instruments

Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and do not derogate from any other right or obligation between the parties under any other deed or agreement to which they are parties.

11. Variations and amendments

No term or provision of this Deed may be amended or varied unless reduced to writing and signed by the parties in the same manner as this instrument.

12. Applicable law

This Deed will be governed and construed in accordance with the law of New South Wales and the Commonwealth of Australia.

13. Notices

13.1 Notices must be sent to the other party at the address shown in this Deed, or the address last notified to the other party in writing, or in the case of the Contractor, at the Contractor's registered office.

13.2 All notices must be in writing and signed by the relevant party and must be given either by hand delivery, post or facsimile transmission.

13.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

Executed as a Deed

SIGNED, SEALED AND DELIVERED)
)
by)_____
for and on behalf of the [insert name of Principal]) (signature of the Principal)
)
)
in the presence of:)
_____)
_____
[insert name of Witness]) (signature of Witness)

SIGNED, SEALED AND DELIVERED)
)
by_____)_____
[insert name of Contractor]) (signature of Contractor)
)
in the presence of _____)_____
[insert name of

Schedule 5 Management Fee Audit Confidential Disclosure Agreement

Effective Date:
Auditor (Company):

This Confidential Disclosure Deed of Agreement is entered into by and between the Contractor ("Contractor") ABN and the "Auditor", which has been engaged by the State Contracts Control Board ("Board") under an Agreement with the Contractor to carry out a review of the Contractor's records and systems in connection with the Agreement dated…….for the supply of……..

1. In accordance with the clause 9 of the Agreement the Contractor will disclose to the Auditor all information that the Auditor may reasonably require to enable the Auditor to determine the amount of the Management Fee payable by the Contractor.

2. **Representatives**. The officer(s) responsible for disclosing or receiving Confidential Information are:

   On behalf of the Contractor:

   Name:
   Title:
   The Contractor's address:
   Other officer:
   On behalf of Auditor:
   Name: ---------and any other partner or employee of the Auditor who is involved in the Audit or has a need to know in connection with the Audit.
   Title:
   Work Address of Auditor's representative above:

3. **Definition of Confidential Information**. The "Confidential Information" disclosed under this Agreement is all information in any form received in connection with the Audit. A recipient of Confidential Information under this Agreement shall have a duty to protect all such Confidential Information whether expressly disclosed as Confidential Information or not.

4. **Disclosure Period and Term**. The information disclosed by the Contractor to the Auditor will remain confidential for a period of 2 years from the date of this Deed.

5. **Use of Confidential Information**. The Auditor shall use, and shall ensure that any of its employees or contractors use, the Confidential Information for the sole purpose of fulfilling the Auditor's obligations to the Board in relation to the Audit.

6. **Protection of Confidential Information**. The Auditor shall not disclose the Confidential Information to a third party other than the Board, and solely for the purposes for which the Confidential Information was disclosed. The Auditor shall take all reasonable steps to prevent the unauthorised use, dissemination or publication of the Confidential Information. For the avoidance of doubt, the Auditor's partners and employees referred to in clause 2 are not third parties for the purposes of this clause.

7. **Exclusions**. This Agreement imposes no obligation upon a Recipient of the Auditor with respect to the Confidential Information which:

   (a) is or becomes a matter of public knowledge through no fault of the Recipient;

   (b) is required to be disclosed under operation of law; or

   (c) is disclosed by the Recipient or the Participant with the Discloser's prior written approval; or

   (d) is disclosed to a party's legal adviser in connection with the Review or this Deed of Agreement.

8. **Proprietary Rights**. Neither party to this Deed of Agreement acquires any intellectual property rights or any other rights under this Deed of Agreement except the limited right to use set out in paragraph 5 above.

9. **General**. The parties do not intend that any agency or partnership relationship be created between them by this Deed of Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Deed of Agreement must be made in writing and must be signed by both parties.

This Deed of Agreement shall be governed by the laws of the State of New South Wales and shall be subject to the jurisdiction of the Courts in Sydney, Australia.

Signed sealed and delivered by the parties:

CONTRACTOR:…… **ABN/ACN:**…….……	**AUDITOR:**…… **ABN/ACN: ..**……..
Authorised Signature: _____	Authorised Signature: _____
Name: _____	Name: _____
Title : _____ Date: _____	Title : _____ Date: _____

Schedule 6 smartbuy® Requirements

1. smartbuy® Licence

1.1 The Board grants to the Contractor a non-exclusive, non-transferable, revocable licence to use smartbuy® for the performance of its obligations under this Agreement.

2. Authorised User

2.1 The Board may approve a person nominated by the Contractor and allow such person to access or use smartbuy® and become an Authorised User or an Administrator.

2.2 The Board may in its discretion decline to accept a person nominated by the Contractor as an Authorised User or an Administrator, without stating its reasons.

3. Contractor Obligations

3.1 The Contractor must provide any information that is reasonably required by the Board for use in smartbuy® including Contractor Information. The Contractor must ensure that all information provided to the Board (including maintaining information in the smartbuy® system) is current, correct, and complete at all times. The Contractor must immediately notify the Board of any changes required to the Contractor Information.

3.2 The Contractor agrees that Contractor Information will be published on smartbuy® by the Board. Contractors are responsible to ensure that Designated and Nominated Sub-Contractors are aware that their information will be published by the Board on smartbuy® as a part of Contractor Information.

3.3 The Contractor must:

a) conform to the Board's current password policies;

b) comply with all directions given by the Board in relation to the Contractor's access and/or use of smartbuy®; and

c) ensure that Transactions are only made for and on behalf of the Contractor and in accordance with this Agreement

d) provide an appropriate number of dedicated personnel to ensure the appropriate use of smartbuy®.

4. Catalogues

4.1 The Board requires the Contractor (unless otherwise specified by the Board) to take responsibility to update and actively maintain Catalogue Information provided by the Contractor on smartbuy® or its Externally Hosted Catalogue.

4.2 The Contractor is responsible for the accuracy and completeness of Catalogue Information including any images supplied by the Contractor.

4.3 The Contractor is required to provide Catalogue Information to an acceptable data standard, approved by the Board. Catalogue Information must include all required item attributes including United Nations Standards Products & Services Codes (UNSPSC). The Contractor may either provide developed Catalogue Information to the Board or may request the Board to provide it with assistance, at a fee.

4.4 The Board may transform data provided by the Contractor in order to load it into smartbuy® however the values and meaning of the data will not be modified without the prior agreement of the Contractor.

4.5 If the Board produces formatted Catalogue Information for the Contractor, then the Contractor must ensure that the formatted Catalogue Information is current, correct, and complies with its obligations under this Agreement.

4.6 The Board may review any Catalogue Information and require the Contractor from time to time to update or take off-line its existing Catalogue Information, add new Catalogue

Information and/or verify that the Catalogue Information is accurate, current and in accordance with its obligations under this Agreement or applicable Codes and Standards.

4.7 The Board reserves the right to audit the Contractor's Externally Hosted Catalogue Information from time to time for compliance with this Agreement.

4.8 The Contractor may only make available information or data, including any Catalogue Information in an Externally Hosted Catalogue with the Board's prior written consent. Where such approval is given the Contractor will provide the Board with administrator access to its Externally Hosted Catalogue to enable the Board to conduct audits as required.

4.9 When approved to connect an Externally Hosted Catalogue, the Contractor must set up accounts for Eligible Customers within two working days from receipt of lodgement of a completed request and ensure that all Eligible Customers can access Catalogue Information.

4.10 Externally Hosted Catalogues shall not provide functionality that allows Eligible Customers to directly place orders for Services. The Contractor agrees that, after an Eligible Customer has finished its browse activities, the Customer Contract for the Services in Externally Hosted Catalogues must be transmitted via smartbuy®.

4.11 The Contractor's Externally Hosted Catalogue(s) should be available 7 days a week excluding any scheduled maintenance. Contractors must, in relation to their Externally Hosted Catalogues, give the Board reasonable prior notice of any scheduled maintenance and the time it will occur. The Contractor agrees to monitor the performance of its system and notify the Board immediately of any outage of its Externally Hosted Catalogue, except for any scheduled maintenance that the Contractor has notified the Board about.

4.12 The Contractor agrees to nominate in writing to the Board within 2 days of entry into this Agreement a person who can be contacted between 9am and 5pm during normal business days to receive and respond to enquiries relating to its Externally Hosted Catalogues.

4.13 The Contractor agrees to include on its webpage a customised error message confirming that the error is with the Externally Hosted Catalogue and not with smartbuy®.

5. Provision and Updating of Catalogue Information

5.1 The Contractor is required to provide electronic Catalogue Information in a smartbuy® format acceptable to the Board no later than 30 days from the commencement of this Agreement, inclusive of Catalogue Information specific to particular Eligible-Customers.

5.2 All Catalogue Information including that pertaining to particular Eligible Customers must be updated in strict accordance with the frequency and conditions outlined in this document from the date on which the Catalogue Information is initially hosted on smartbuy® as per clause 4 above.

6. Availability

6.1 The Board may in its discretion limit or suspend the Contractor's access or use of smartbuy® during the Term of this Agreement.

6.2 Unless otherwise notified by the Board, smartbuy® will be accessible 7 days a week except during any necessary scheduled maintenance, unscheduled maintenance or unavailability caused by a circumstance beyond the reasonable control of the Board or its third party suppliers.

6.3 The Board will endeavour where reasonably practicable to notify the Contractor of any:

a) changes or upgrades to smartbuy®'s functionality that materially affect the Contractor's use of smartbuy®;

b) changes in equipment or configuration requirements of smartbuy® that materially affects the Contractor's ability to access and use smartbuy®.

6.4 The Board agrees to make available the NSW Procurement Client Support Centre to assist the Contractor in relation to any defects it experiences in the operation or functionality of smartbuy®. The Contractor agrees to report any issues or defects to the Client Support Centre on 1800 NSW BUY (679 289) or *NSWP_Support@commerce.nsw.gov.au* Unless the Contractor is otherwise notified by the Board, the Client Support Centre will be available from

8.30 am to 5.00 pm Monday to Friday, excluding public holidays. The Board may change the times during which the Client Support Centre is available from time to time.

7. smartbuy® Security

7.1 smartbuy® security systems have been created to protect buyers, suppliers and information maintained on or transmitted from or to smartbuy.

7.2 Key elements of the security regime include:

a) Data Centre certified to BS7799, ASIO T4 rating and Suntone 2 Accreditation;
b) Robust firewalls;
c) Multi level system design;
d) Virus protection;
e) Password protection and restricted access permissions;
f) Intrusion detection systems;
g) Audit trails of user activities;
h) Where encryption is used, HTTPS protocol with 128 bit technology has been selected;

7.3 Programme of system upgrades to ensure security compliance.

The Contractor must:

a) have in place procedures to prevent any unauthorised use of smartbuy® by any person on its behalf (including Administrators, Authorised Users or an unauthorised third party) and these procedures must include provision to ensure its Administrators and Authorised Users are prevented from accessing or usingsmartbuy® upon them ceasing to be authorised to do so;

b) make all reasonable efforts to ensure that any information (including documents) that it transmits via smartbuy® will be free from viruses, worms or trojan horses or any other malicious program that is capable of causing damage to smartbuy® or smartbuy®'s users;

c) make all reasonable efforts to ensure that its systems are secure and are kept up to date with adequate anti-virus software;

d) notify the Board immediately of any significant security breaches that it suffers or threats that it is aware of.

7.4 The Contractor acknowledges that user logins and passwords used to access smartbuy® are transmitted using HTTPS protocol. Delivery of business documents (such as purchase orders and/or Invoices) is done through the following mechanisms, depending on the election of the Contractor:

a) Facsimile;

b) Unencrypted emails;

c) SFTP: File Transfer Protocol over Secure Sockets Layer (SSL) (Secure Shell (SSH) available on request);

d) HTTPS protocol: Hypertext Transport Protocol over Secure Sockets Layer (SSL).

7.5 While the Board will make reasonable endeavours at all times to make smartbuy® secure, the Board does not guarantee:

a) the security of smartbuy®, the internet, and any other system, including the system used by the Board to access or use smartbuy®;

b) that the delivery of business documents will be uninterrupted or secure;

c) that smartbuy® will be uninterrupted, timely, secure or error-free;

d) that smartbuy®, the internet, and any other system, including the system used by the Contractor, will be free of viruses or errors.

The Contractor must immediately notify the Board if it suspects, becomes aware, or has knowledge of any unauthorised use of smartbuy® by another person.

7.6 The Board may provide access and password details ("Passwords"):

a) to Administrators to be supplied to Authorised Users; and/or

b) directly to the e-mail addresses of Authorised Users who are acceptable to the Board.

7.7 The Contractor must take all reasonable steps to protect and keep secret any Passwords that the Board provides to it as per clause 7.1(a). The Contractor acknowledges and agrees that Board will rely on their use of a Password as conclusive evidence of their identity and authority, without further investigation. The Contractor must immediately notify the Board if it suspects, knows about or has knowledge that a Password has become compromised or known to another person and/or of any unauthorised use of a Password by another person has occurred, as per clause 7.1(d).

8. Minimum Configuration

8.1 To access and use smartbuy® TRADE the Contractor must have the following minimum configuration and the Contractor warrants that it has:

a) Windows 95, 98, 2000 or XP, IE 5.5 or later, a recommended video resolution of 1024X768; and

b) will configure its web browser to use SSL3.0 and ensure that the auto-complete or similar function is switched off for "Contractor name and passwords on forms".

8.2 These configurations may be varied by the Board due to changes or upgrades to smartbuy® from time to time. The Board will, wherever practicable, notify the Contractor of any variations to the configurations. The Contractor acknowledges that any access speed to smartbuy® and the performance of smartbuy® is limited by the Contractor's Internet service or other infrastructure and equipment.

8.3 If the Contractor has any queries in relation to these configuration requirements it may contact the Client Support Centre .

9. Improper Use of smartbuy®

9.1 The Contractor must not intentionally, recklessly or negligently interfere with any other parties' use of smartbuy®. The Contractor must not use smartbuy® or any service provided by the Board to post or transmit any information or provide a link to any third party website that:

a) defames, threatens or menaces any person;

b) breaches any law or regulation or infringes a third party's rights;

c) is indecent, pornographic or obscene;

d) knowingly transmits any virus, computer programme, code, device, product, components or other disabling feature that prevents, inhibits or impairs the performance of smartbuy®;

e) is an unsolicited commercial electronic message promoting the supply of goods or services.

9.2 The Contractor must ensure that its employees, officers and agents view or access any material published or made available on smartbuy® TRADE and/or smartbuy® CONNECT in accordance with this Agreement.

9.3 The Contractor must not use smartbuy® to sell, buy or dispose of, or attempt to sell, buy or dispose of any goods or services that are not specified by the Board under this contract, unlawful or unauthorised.

10. Disclaimer

10.1 The Board makes no warranties in relation to the condition, fitness, merchantability, quality and title of the Services purchased by the Customer using smartbuy®. To the extent permitted by law, the Board expressly excludes all conditions, warranties and terms whether express, implied, or statutory, which would otherwise be implied by law, conduct or otherwise into this Agreement.

11. Privacy

11.1 The Contractor warrants, in respect of any personal information provided in connection with the use of smartbuy®, that the information is accurate, up to date and complete, and that individuals to which the personal information refers authorise its collection and are aware:

a) that personal information is being collected, and will be held by the Board at the address shown in smartbuy® or by its third party suppliers;

b) that the information is being collected for the purpose of managing smartbuy®, and the administration of this Agreement, and may be made available to Eligible Customers for those purposes;

c) whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and

d) of the existence of any right of access to, and correction of, the information.

11.2 The Contractor acknowledges that its use of smartbuy® indicates its knowledge and acceptance of the privacy policy displayed on smartbuy®. smartbuy® may contain links to other websites. The Board is not responsible for the privacy practices or the content of such sites. The Board requires the Contractor to read the privacy statements in these linked sites, as their privacy policies may differ from those of the Board.

12. Integration with smartbuy® CONNECT

12.1 All electronic documents transmitted through smartbuy® TRADE are routed via smartbuy® CONNECT. smartbuy® CONNECT may also be used for document transmission directly between Agencies and Contractors, without passing through the smartbuy® TRADE.

12.2 The following Transmission Types and Document Types are supported by smartbuy® CONNECT. The combination of Transmission Type and Document Type is termed a Trading Channel:

Transmission Type	Document Type	Trading Channel
HTTPS	xCBL3.0 (XML)	HTTPS/xCBL3.0
FTP	CSV	FTP/CSV
Email (SMTP)	PDF	Email/PDF
Fax	PDF	Fax/PDF

12.3 smartbuy® CONNECT supports the following business documents via the Trading Channels outlined above.

a) PO

b) PO Change

c) PO Acknowledgement

d) Receipt

e) Receipt Change

f) Advanced Shipping Notice

g) Invoice

h) Technical Message Acknowledgement

12.4 Contractors must adhere to the smartbuy® Transmission specifications and smartbuy® Document specifications for the Trading Channel selected (specifications available on request If you require more information contact the NSW Procurement Client S Support Centre on 1800 NSW BUY (679 289) or *NSWP_Support@commerce.nsw.gov.au*). For all documents implemented, Contractors must be capable of reading and actioning all mandatory and optional fields as defined in the document specifications.

12.5 The Board may assist in the development of an estimate of the costs of any integration to smartbuy® CONNECT. Firm pricing cannot be determined until the conclusion of a specific implementation planning study. Costs will vary depending upon the level of integration and their capability. Any integration of their systems with smartbuy®, including any Externally Hosted Catalogues may only take place with the Board's prior consent. The Contractor acknowledges that they will support and fund the establishment, maintenance and regular content update costs associated with integrating their systems with smartbuy® CONNECT. The Contractor is responsible and liable for any damage or claim that the Board suffers or incurs resulting from or in connection with the integration or interoperation of their systems with smartbuy®.

13 Invoices

13.1 It is a requirement that the Contractor provides an electronic copy of each invoice to smartbuy® for all purchases by all Eligible Customers against this Agreement - irrespective of how the purchase order is received (for example, via fax, telephone, mail, vendor online ordering system, etc). Contractors must send an electronic copy of invoices via one of three channels:

a). Via the HTTPS/xCBL3.0 Trading Channel adhering to the smartbuy® HTTPS Channel Specification and the smartbuy® xCBL3.0 Document Specification. Contractors are responsible for all costs associated with implementing and maintaining the channel.

b). Via the SFTP/CSV Trading Channel adhering to the smartbuy® SFTP Channel Specification and the smartbuy® CSV Invoice Document Specification.
Contractors are responsible for all costs associated with implementing and maintaining the channel.

c). Via a hosted web-portal provided by smartbuy® that allows Contractors to enter invoices online if this option is selected.

14 Externally Hosted Catalogues

14.1 Where Contractors are required to provide an Externally Hosted Catalogue the catalogue must utilise the OCI v3.0 protocol over HTTPS for both inbound and outbound requests.

Schedule 7 Performance Management

Part (a) Proposed Key Performance Indicators (KPI)

– Minimum Expectations

KPI #1 - Monthly	Online Ordering
Reason	Assist NSW Department of Commerce to achieve all orders online and generate contracted rebates. This will assist Government in achieving its targets and assist the vendor in reducing internal costs.
Reporting Method	The vendor to report monthly on all order methods available and utilised by NSW Government Agencies, Report on the level of orders to online ordering via smartbuy™.
Benchmark	Initial benchmark of 60%
Variable	Benchmark to increase as target is reached in order to achieve maximum target of 98%

KPI #2 - Quarterly	Response Times
Reason	To ensure that all Temp and Contractor positions are suitably filled within the agreed response time from the Job Brief issued.
Reporting Method	The vendor to provide a report detailing position notification time and fill time, indicating days to complete the position.
Benchmark	98% = 100%
Variable	For each day delay or part thereof, there will be a 5% deduction from 100%

KPI #3 - Quarterly	Job Receipt
Reason	To ensure receipt of acknowledgement for all jobs issued to the vendor
Reporting Method	The vendor to provide exception report for all job acknowledgements that are deemed out of time, and reason for default on KPI.
Benchmark	95% = 100%
Variable	Each delay recorded will result in a 5% deduction from 100%.

KPI #4 - Quarterly	References
Reason	To ensure that all candidates are reference checked prior to candidate referral
Reporting Method	The vendor to provide reporting indicating name of candidate, reference check conducted and candidate referral manager or Supervisor name and contact details
Benchmark	All suitable candidate reference checked = 100%
Variable	One error = 90% Two errors = 80% Should the score reach 70% default will be 0%

KPI #5 - Quarterly	Settlement Within Terms
Reason	Ensure that payment for the roles is received within the agreed time frame
Reporting Method	The vendor to provide an exception report for all jobs which are not settled within the agreed time frame.
Benchmark	100% Compliance

KPI #6 - Quarterly	Invoicing
Reason	To ensure all invoices are accurate at time of issue
Benchmark	98% = 100%
Variable	One error or one day late – 95% Two errors or two days late – 90% Should the score achieved reach 70% or less, the default score will be 0%
KPI #7- Monthly	**High focus of Customer service**
Reason	To ensure Customer enquiries are responded to in a timely manner
Reporting method	The vendor to report monthly on all customer enquiries and follow up action taken

Benchmark	98% = 100%
Variable	One day late – 95% Two days late = 90%
KPI #8 - Monthly	**Availability of Candidates**
Reason	To ensure candidates are readily available for the more common roles
Reporting method	The vendor to report on turnaround times for provision of these roles
Benchmark	98% = 100%
	One day late = 93%
	Two days late = 90%

KPI #9- Monthly	**Management Fee Returns**
Reason	Ensure that NSW Department of Commerce receives Management Fee Returns within the agreed Monthly timeframe.
Reporting Method	The vendor is to provide Management Fee returns at each monthly meeting.
Benchmark	100% Compliance
Variable	Liable for interest at the rate specified in item 8 of Schedule 1 Agreement Details, on the Management Fee payable

KPI #10 - Monthly	**Management Fee Payment**
Reason	Ensure that NSW Department of Commerce receives Management Fee Returns within the agreed Monthly timeframe.
Reporting Method	The vendor is to provide remittance details at each monthly meeting.
Benchmark	100% Compliance
Variable	Liable for interest at the rate specified in item 8 of Schedule 1 Agreement Details, on the Management Fee payable

KPI #11 - Quarterly	**Rebates (if applicable)**
Reason	Ensure that the vendor complies with rebate payment schedule as defined in the contract.
Reporting Method	The vendor is to provide reporting at the required intervals detailing agency, payment value and date paid or to be paid at each monthly meeting.
Benchmark	100% Compliance
Variable	Penalty of 1% for the total value not paid in compliance with the contract.

KPI #12 - Quarterly	Statement Of Currency
Reason	To ensure that the vendor provides all relevant updates on contract insurance requirements, OH&S Policy, Disaster Recovery and Business Continuity Plans are current and updated.
Reporting Method	To be provided at each Monthly meeting or as expiry dates of policies are due.
Benchmark	100% Compliance

KPI #13 - Quarterly	Reporting requirements
Reason	To ensure that all performance reporting is delivered on time and in full on the agreed date
Reporting Method	The vendor is to provide all contractually agreed reporting at the required interval. All additional reporting requested is to be provided by the agreed timeframes.
Benchmark	100% Compliance
Variable	N/A

KPI #14 - Quarterly	Innovation
Reason	This is an opportunity for the vendor to propose innovation to NSW Department of Commerce on how to do things better, better buying, what we could improve, what would assist the vendor in doing things better.
Reporting Method	One idea every quarterly to be issued to NSW Department of Commerce for consideration. That includes research to NSW Government Spend and innovation value whether that is policy or spend driven.
Benchmark	100% Compliance
Variable	N/A

KPI #15 - Monthly	Savings
Reason	Ensuring that all savings targets are tracked to agreed YTD value. The vendor is responsible for proposing to Government saving initiatives in order to drive value.
Reporting Method	Reporting method agreed in accordance with the contract
Benchmark	100% Compliance
Variable	N/A

KPI #16– Six Monthly	Customer Satisfaction
Reason	Ensuring that satisfaction to Contract remains equal to or above acceptable levels once determined. Survey format to be completed in conjunction with NSW Department of Commerce.
Reporting Method	Reporting method agreed in accordance with the contract
Benchmark	100% Compliance – target satisfaction to be agreed.
Variable	Benchmark target to be reviewed should current target be met or exceeded.

KPI #17– Six Monthly	Marketing
Reason	To ensure that the contract is marketed appropriately
Reporting Method	The vendor to provide a bi-annual report on new clients and increase in client usage over previous period.
Benchmark	100% Compliance – target satisfaction to be agreed.
Variable	Agreed Marketing submitted 1 day late = 98% 2 days late = 96% 3 days late = 94% 20 days late = 80% Agreed Marketing submitted > 20 days late or not submitted = 0%

KPI #18 - Quarterly	Identified Actions Completed On Time
Reason	To ensure that all action items are completed and implemented
Reporting Method	All action items from previous meetings are addressed and/or reported on within the agreed time frames
Benchmark	100% Compliance – target satisfaction to be agreed.
Variable	For each action item that is not completed within the agreed time frame will be a 1% deduction from KPI score. If the score reaches 80% or 20 working days late the monthly score will default to 0%

Part (b) – Sample Service Level Agreement

CONTINGENT WORKFORCE

SERVICE LEVEL AGREEMENT (SLA)

*** There are a number of guidance notes in grey italicised print included in the SLA for consideration in completing the SLA. These are included simply as suggestions. Users should obtain legal or other professional advice in developing an SLA to achieve their objectives and derive maximum benefit from the Service relationship.*

Contract No:		
Parties	Customer	
And	Contractor	

1. GENERAL

Terms and Conditions

1.1 The terms and conditions included in this Service Level Agreement form part of the Agreement and apply for *(select as appropriate)*:

- ☐ Administration (clerical based and office support positions)
- ☐ Finance positions (including non-award based accounting and audit professional)
- ☐ Specialist
- ☐ Award based Industrial Personnel
- ☐ Professional Personnel
- ☐ Technical Personnel
- ☐ ICT – Network and Equipment Personnel (PAYG and Contractors)
- ☐ ICT – Management, Implementation and Support Personnel (PAYG and Contractors)
- ☐ ICT – Applications, Databases and System Personnel (PAYG and Contractors)

In the event of any inconsistency between the Agreement and the provisions of this SLA, the Agreement will prevail to the extent of the inconsistency. The Parties agree that the SLA will provide a further level of detail consistent with higher-level contract expectations that will not constitute an inconsistency for the purposes of this clause.

Purpose of SLA
1.2 This SLA provides a mutual understanding of the Service Level expectations of the Parties and defines a benchmark for measuring the performance of the Service. Insert details of any guiding principles such as continuous improvement, continuous satisfaction, proactive solutions and so on that the Parties wish to apply to the relationship.

Where a Customer agrees to commit a percentage of its spend volume to a Contractor for the Term or for a specified period of time, the Customer and the Contractor will come to an agreement with respect to improved service levels and extended service offerings.

Duration of SLA
1.3 This SLA will commence on *insert commencement date* and expire on *insert expiration date*.

Review
1.4 This SLA will be reviewed every 3/6/*12 months* from the date the SLA commences.

1.5 Where the Contractor is required to provide scoping Services after the commencement of this SLA, the Parties agree to review the SLA at the completion of those Services and update the SLA accordingly.

Nominated Contracts/Management Committee
1.6 *Each Party should nominate a contact officer for the management of Service Level issues or establish a Management Committee in accordance with clause 15.2 of the Agreement*.

Management Meetings
1.7 *Identify when and how often these should occur. (clause 15.2 of the Agreement)*

Notification Procedure
1.8 *How are problems in relation to performance of the Services to be notified by the Customer to the Contractor?*

.

Escalation Procedure
1.9 *The responsible officers in each Party's organisation should be identified and the circumstances in which matters may be escalated to those officers for review and resolution.*

Escalation Level	Officer
Level 1	**Customer**: Service Level Agreement Manager Name and Contact Details: **Contractor**: Service Level Agreement Manager (insert details of contact – name and contact number)
Level 2	**Customer:** Contractor
Level 3	**Customer:** (Contractor

*** Table 1 Escalation levels**

Site Information
Location, specific requirements or unique features about the Site should be set out here, as applicable (clause 12.3 and 15.5 of the Agreement).

Hours of Operation
What are the Customer's normal hours of operation? When can Services be performed with minimal disruption to the

Customer's operations?

Contract Variations
1.12 Where the Customer requires services that are not included in the SLA or in the Agreement, or there is a significant change to the Services to the scope of the Customer's requirements under the Agreement which impacts on the contractual terms, then a Contract Variation must be effected in accordance with clause 17.2 of the Agreement.

Referenced Documents
1.13 *Include details of any Documents that are relevant to the performance of the Services. See clause 14.6 of the Agreement.*

2. SERVICES

Customer Responsibilities
2. *Identify any resources that are to be supplied by the Customer and any responsibilities that are to be retained by the*
Customer. See clause 12 of the Agreement.

Contractor Provided Services
2.2 The Contractor agrees to provide the following Services:

Include a brief description of the Services to be provided by the Contractor.

2.2.1 Transition In:

Specify the nature of transition in assistance required by the Customer from the Contractor in relation to transfer of equipment,contracts and disengagement from former contractors or in-house service providers.

2.2.2 Management and Consulting

In addition to ensuring that the Contractor has adequate resources to provide the Services are there other management services required of the Contractor? Are there external contractual relationships or procurement issues that the Contractor is expected to manage?

(a) Service review and planning for the future

See clause 15.4 of the Agreement. The items for review could include:

_ Service provided during the review period
_ Major incidents during the review period
_ Problems that remain outstanding
_ Review of Contract Variation requests and progress for enhancements
_ Review of any Contract Variation plan
_ Future events or business developments that will affect the Service
_ Review any potential changes required to the SLA
_ Agree items for submission to the executive decision making
_ Review schedules for Services provided

(b) Reporting and Analysis

See clauses 11.10 and 15.3 of the Agreement. Identify the reports and analysis the Customer requires the Contractor to generate as to Service Level performance.

(c) Risk Management and Problem Prevention

Attach Risk Management Plan if applicable

(d) Quality Management

Attach Risk Management Plan if applicable

(e) Asset Management

The Customer may require the Contractor to produce a plan for review and approval in relation to the above three issues.
The plan would be the basis for benchmarking and assessing Service Level performance.
N/A

2.2.3 Disaster Recovery and Business Continuity Planning

See Clause 11.12 of the Agreement. The Customer may require the Contractor to prepare a plan for review and approval.
The plan would be the basis for benchmarking and assessing Service Level performance.

2.2.4 Security

(a) Information Security

Is the Contractor able to access or use Personal or Confidential Information, or Customer Data in the course of providing the Services? Are there practical requirements, in addition to the contractual requirements in clauses 5 and 6 of the Agreement that should be specified?

(b) Security Audit and Internal Audit
The Customer may require the Contractor to provide a plan demonstrating how it will protect such information or data and take action against employees, against or subcontractors if they do not abide by that plan. The plan would be the basis for benchmarking and assessing Service Level performance.
N/A

2.2.5 Transition Out

Refer to relevant Modules to determine whether transition out assistance is required. Specify the transition out or disengagement services required from the Contractor.
N/A

2.2.6 Technical

- ☐ Administration (clerical based and office support positions)
- ☐ Finance positions (including non-award based accounting and audit professional)
- ☐ Specialist
- ☐ Award based Industrial Personnel

- ☐ Professional Personnel
- ☐ Technical Personnel
- ☐ ICT – Network and Equipment Personnel (PAYG and Contractors)
- ☐ ICT – Management, Implementation and Support Personnel (PAYG and Contractors)
- ☐ ICT – Applications, Databases and System Personnel (PAYG and Contractors)

Define technical expectations of the Customer, as appropriate.

3. ASSUMPTIONS

3.1 *This clause is intended to provide a contextual reference for the assessment of the Contractor's performance against the Service Level. There are a number of issues that may be outside of the Contractor's control that could adversely impact on the Contractor's capacity to deliver against set performance criteria such as the continuous availability of Personnel.*

3.2 *Also it may be an expectation of the Customer that the Contractor, in performing the Service, adheres to specific policy or procedural requirements that should be included in this clause.*

3.3 *In some instances the Service Levels may have been agreed prior to a scoping phase being completed under the Agreement. In that instance the Service Levels may be agreed against representations made by the Customer or a notional assessment of the scope of the task expressed as sizing metrics in terms of number of users, outputs, data volumes and so on.*

4. RESPONSIBILITIES

4.1 Customer Responsibilities

Responsibility *Indicate the Responsibility e.g. maintenance of Customer retained equipment that impact on Contractor Service Levels if for instance the Service is provided off site.*

(a) Benchmarking

(b) Service Level

4.2 Contractor Responsibilities

Service *Indicate the Service:*

(a) Benchmarking
(b) Service Level

5. PERFORMANCE MEASUREMENT

Depending on the type of Service provided by the Contractor, the performance may be measured on the basis of User satisfaction through review, virtual client assessment or survey process, or measurable on the basis of functionality, timed responses, frequency, speed, quality, or resolution of issues.

Service/Responsibility	Frequency	Benchmark	Service Level	Measurement	When measured
Identify Service/Responsibility (Breakdown into components as necessary)	How often is the Service to be provided?	Outline high level expectations	Detailed performance criteria	Identify method/formula for measurement	Timing

*** Table 2 Outcomes and Performance Measurement**

6. PAYMENT ISSUES

6.1 Payment Schedule

Include a Schedule of Payments or rates for various services. A Service Credit regime may then be applied against amounts due to the Contractor.

6.2 Negotiated Personnel Pay Rates

Guide Notes:

No preferred supplier discounts or any discounts on Margin outside of the discount structure within Schedule 3 of the Agreement may be negotiated with the Customer. Personnel Pay Rates may be negotiated with Customers. The Parties may wish to apply categories of criticality to each Service Level for the purposes of assessing when such negotiated Personnel Pay Rates should apply.

7. CONTRACTUAL REMEDIES

Where the Contractor does not meet the same Service Level under the Service Level Agreement for each month in a consecutive six (6) month period, the Customer shall be entitled to treat such failure as a substantial breach for the purposes of clause 17.1 of the Agreement.

8. INCENTIVES AND INNOVATION

Where the Contractor:

(a) exceeds targets for performance consistently over an agreed time period;
(b) is innovative in developing new processes or systems; or
(c) sources and implements new technologies; and

these accrue benefits and costs savings to the Customer, the Parties may agree to share those costs on terms agreed in the SLA.

9. DEFINITIONS AND INTERPRETATION

9.1 In this Service Level Agreement, unless the contrary intention appears:

insert definitions

9.2 Other capitalised words and expressions used in this SLA are defined in the Agreement.

Schedule 8 Expert Determination Procedure

Questions to be determined by the Expert

1.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):

1.1.1 Is there an event, act or omission which gives the claimant a right to: under the Agreement:
(a) damages for breach of the Agreement, or
(b) compensation
(c) any other legal remedy

1.1.2 If so:
(a) what is the event, act or omission?
(b) on what date did the event, act or omission occur?
(c) what is the legal right which gives rise to the liability to compensation, damages or other legal remedy?
(d) is that right extinguished, barred or reduced by any provision of the Agreement, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?

1.1.3 In the light of the answers to clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
(a) What compensation, damages or other legal remedy, if any, is due from one Party to the other and when did it fall due?
(b) Is interest due when the expert determines that compensation, damages or other legal remedy?

1.2 The expert must determine for each issue any other questions required by the parties, having regard to the nature of the issue.

2. Submissions

2.1 The procedure for submissions to the expert is as follows:

2.2 The Party to the Agreement which has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in clause 15.5.3 of the Agreement.

2.3 The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.

2.4 The Party referred to in clause 2.2 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.

2.5 The other Party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.

2.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clauses 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.

2.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.

2.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Agreement gives information to the expert, it must at the same time give a copy to the other Party.

3. Conference

3.1 The expert may request a conference with both Parties to the Agreement. The request must be in writing, setting out the matters to be discussed.

3.2 The Parties agree that such a conference is considered not to be a hearing which would give anything under this Expert Determination Procedure the character of an arbitration.

4. Role of Expert

4.1 The Expert:

4.1.1 acts as an expert and not as an arbitrator;

4.1.2 must make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise; and

4.1.3 must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in clause 15.5.3 of the Agreement.

4.1.4 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED by *<insert name and position of person signing>* For and on behalf of the **NEW SOUTH WALES STATE CONTRACTS CONTROL BOARD** for and on behalf of the Crown in right of the State of New South Wales but not so as to incur any personal liability in the presence of:)
)
)

Witness	*Signatory*
Print Name	*Print Name*

Option 1. Company

SIGNED by *<insert name of company>*,ACN *<insert ACN number>*in accordance with section 127 of the Corporations Act and in the presence of:)
)
)

<Director/Secretary>	*Director*
Print Name	*Print Name*

Option 2.Company

SIGNED SEALED AND DELIVERED by *<insert name of company>,* ACN *<insert ACN number>* in accordance with section 127 of the Corporations Act and in the presence of :)
)
)

Witness	*Signatory*
Print Name	*Print Name*

Option 3. Individual

SIGNED by *<name of individual>* in the presence of:)
)
)

Witness	*Signatory*
Print Name	*Print Name*

Option 4: Power of Attorney

SIGNED by *<insert name of individual>* by *<his/her/its>* attorney, *<insert name of attorney>* under power of attorney (who states that the attorney has no notice of revocation of the attorney) in the presence of:)
)
)

Witness	*Signatory*
Print Name	*Print Name*

Procurement alert

an eNewsletter from NSW Procurement

5 March 2012

Contingent Workforce Contract 100
- New Terms & Conditions effective 5 March 2012

Contract 100 Contingent Workforce is due to expire in April 2012. NSW Procurement has negotiated with existing suppliers to extend the contract for 12 months. A number of suppliers have agreed to implement new terms and conditions from Monday 5 March 2012.

New terms and conditions

The new terms and conditions:

- Give agencies more choice by increasing the number of suppliers who can provide contingent staff under the job categories
  - the existing C100 suppliers have been given the opportunity to supply contingent workers across all job categories
- Standardise all supplier fees to a percentage of pay rate
  - price will no longer be a factor in the hiring decision-making process
  - in most cases this will see a reduction in invoice amount
  - in some IT categories there will be a slight increase in invoice amount
  - overall savings will be around $7 million
- Increase the temporary to permanent period from 3 to 12 months
  - contractors who go permanent in their contract jobs will not attract any placement fee if this occurs after they have been working in the role for 12 months
  - contractors who go permanent in their contract job if they have been working for less than 12 months will attract a permanent placement fee calculated on a sliding scale, dependent on their length of service (i.e. pro-rata 10%)
- Introduce reduced supplier fees for contractors who have been on-site for longer than 12 months
  - this is a reduction in the supplier fee only and will not impact on the contractor's pay rate

Important - These contract variations apply to the following suppliers from 5 March 2012

- Australia Personnel Global
- Challenge Recruitment
- Clicks Hoban Recruitment
- Hamilton James & Bruce
- IPA Personnel
- Michael Page International
- Paxus Australia
- Peoplebank Australia
- Talent International
- Small & Associates T/A Greythorn Smalls
- Workforce International

These suppliers have agreed to implement the contract variations from Monday 5 March 2012. They now have increased opportunity to supply across more categories. For confirmation of the supplier matrix please view the contract guide.

Until further notice, there is no change to the job categories available to other existing C100 suppliers. Another alert will be sent confirming when other C100 suppliers have agreed to the contract variations. It should be noted that Finite IT Consortium have agreed to the variations but will not apply them until 20 April 2012.

Reminder of payment terms

Hiring managers are reminded that the payment terms for this contract are 21 days. All efforts should be made to adhere to this timeline.

More information

For further assistance with this contract, please contact the NSW Procurement Support Centre on 1800 679 289 or by email.

NSW GOVERNMENT | Procurement

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