

School Council
Expression of Interest (EOI)
Instrumental Music Lessons at Brookside P-9 College

Reference Number: Brookside P-9 College Instrumental Music lessons

Submission Details:

Closing Time: 6 December 2019

Place of Lodgement: Brookside P-9 College, 13-16 Federation Way, Caroline Springs

Receiving Staff Member: Karen Fernandez

Additional Details: All EOI submissions must be hard copy, in a sealed envelope, clearly marked "**Brookside P-9 College Instrumental Music**".
Please provide five hard copies of your EOI submission.
The submission must also be provided via email. EOI submissions must be received at the following email address before the Closing Time:
Brookside.p9@edumail.vic.gov.au

Submissions must follow the format attached, including the completion of all Forms, plus supporting documentation and any additional requested information.

CONDITIONS

1. EOI Presentations

Brookside P-9 College ("the School") does not warrant the accuracy of the content of the EOI. The School will not be liable for any omission from the EOI document.

2. Confidentiality

The School may require persons and organisations wishing to access or obtain a copy of this EOI (or information relevant to this EOI) to execute a deed of confidentiality in a form required by, or satisfactory to, the School before or after access is granted.

Whether or not execution of a deed of confidentiality is required by the School, all persons obtaining or receiving this EOI and any other information in connection with the EOI must keep the contents of the EOI and such other information confidential and not disclose or use that information except as required for the purpose of developing a response to this EOI.

3. EOI Documents

All responses to the EOI and any accompanying documents will, upon submission, become the property of the School. The School will not return any of these documents.

By submitting a response to this EOI, the service provider licenses the School to reproduce the whole or any portion of the documents which it has submitted for the purposes of, or in connection with, its evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in those documents.

4. Enquiries

Enquiries concerning the EOI must be made to the following Contact Person:

Name: Karen Fernandez
Title: Business Manager
E-mail: fernandez.karen.w@edumail.vic.gov.au

All enquiries concerning the EOI must be in writing and can only be made up to three (3) days prior to the Closing Time.

The School will respond to enquiries correctly lodged in accordance with the above conditions in writing and the response from the School will be provided to all parties that have requested a copy of the EOI document.

Should a service provider contact any person other than the Contact Person nominated above (including but not limited to: any parents and School Council member or office bearer, employee, school employee, departmental officer or an employee of the current provider) in regards to this EOI, it may be disqualified from the EOI process and may be ineligible for consideration.

5. Late EOI

If an EOI is lodged after the Closing Time, it may be disqualified from the EOI process and may be ineligible for consideration unless:

- The service provider can clearly document to the satisfaction of the School that an event of exceptional circumstances caused the EOI to be lodged after the Closing Time; and
- The School is satisfied that accepting a late submission would not compromise the integrity of the process.

The determination of the School as to the actual time that the service provider's response is lodged is final. All EOIs lodged after the Closing Time will be recorded by the School. The School will inform service providers whose EOI was lodged after the Closing Time of their ineligibility for consideration.

6. Incomplete EOIs

If an EOI does not include all the information in the format required by the EOI or is incomplete in any way as determined by the School in its sole discretion, it may be rejected.

7. Validity of EOIs

An EOI will be valid for acceptance by the School for a period of 90 business days from the Closing Time. This period may be extended by mutual agreement between the parties.

8. Unauthorised Communication and Improper Assistance

Service providers are required to direct all communications through the Contact Person, unless advised otherwise by the Contact Person or the School. Unauthorised communication and/or seeking to obtain assistance of employees, agents or contractors of the School in preparation of their proposal may, in the absolute discretion of the School, lead to disqualification of an EOI submission.

9. Reservation

The School reserves the right to, in its absolute discretion, refuse to consider or accept any EOI or all EOIs. The School will not necessarily accept the lowest priced EOI nor any other EOI. The School further reserves the right to:

- a) Reject all EOIs without giving reason for the rejection; and
- b) Accept a portion or the whole of any EOI at the price or prices quoted unless the EOI states specifically to the contrary.
- c) Negotiate with one or more service providers and allow any service provider to vary its EOI.

10. Preferred service provider

Selection as a preferred service provider does not give rise to a contract (express or implied) between the preferred supplier and the School Council for the supply of Services. No legal relationship will exist between the School and the preferred supplier until such time as a binding agreement is executed by both parties.

11. Conflict of Interest

When submitting its submission, the service provider must declare any actual or potential conflicts of interest which may arise between the service provider and the School or the School and any subcontractor which the service provider proposes to engage in respect of the supply of Services.

EOI DETAILS

1. Background

Brookside College is located in Caroline Springs on the lands of the Wurundjeri People and the Kulin Nation. Although the College and the community it serves is less than 20 years old, learning communities have taken place on this land for more than 30,000 years.

Founded as part of the multi-campus Caroline Springs College in 2000, Brookside College became a separate legal entity in 2012. Since its formation the College has gained a strong reputation as a caring and community minded learning school built on a commitment to student-centred learning and inclusive education.

Today the College has an enrolment of approximately 1,200 students from Prep to Year 9 and a staff of 135. Ours is a culturally and ethnically diverse community with 55% of our children coming from a language background other than English and 1% of our children coming from an Aboriginal or Torres Strait Islander background. As a College we celebrate the richness that diversity brings to a community and ensure our educational programs give voice to the different experiences of our families.

There are 2 spaces available rooms within the school for instrumental music lessons.

The music lessons will be offered to a school community of approximately 1,200 students during both Victorian term periods with the exception of public holidays and pupil free days.

Site visit: The Principal of Brookside P-9 College offers prospective providers an opportunity to view the school facilities up until the closing date of the tender. Service providers are required to advise the Contact Person of their intention to attend by close of business two days prior to the requested visit. All attendees must sign the attendance record which will be provided at each site visit.

A current external provider exists at the school which has been the arrangement for approximately 2 years.

The School wishes to advise that currently the following practices occur that may impact on the numbers attending the service:

Company liases directly with the parents.

Payments arrangements are between the company and parents. The school does not collect any money from parents on behalf of the company.

2. Scope

Length of Service:

To provide a instrumental music lessons service to the school community for a 3 year contract with an option for a 3 year extension.

Required Operating Hours:

School days with the exception of pupil free days and the last week of the school year.

The provider will be allowed access to the space between 8.00am and 4.00pm to provide opportunity to set up and pack up the musical instruments.

School Council statement:

The School Council wants the service provider to provide an affordable and educational music service to the school community.

The School Council believe that all employees that work in the music company should be facilitators of positive development who provide a safe, engaging environment and nurture healthy interactions.

The School will license the following facilities:

- Toilets (M/F) for both staff and students.

Required regulatory compliance:

It is the responsibility of the selected service provider to comply with the *National Law and National Regulations* at all times. Any updates or changes to the facilities to meet these requirements will be negotiated with the service provider.

Child Safe Standards:

As of 2016, all schools are required to comply with Child Safe Standards; they include seven standards designed to ensure organisations that work with children take steps to create a culture of child safety and protect children from all forms of abuse. The standards are as follows:

- Strategies to embed an organisational culture of child safety
- A child safe policy or statement of commitment to child safety
- A child safety code of conduct
- Screening, supervision, training and other human resources practices that reduce the risk of child abuse
- Procedures for responding to and reporting suspected child abuse
- Strategies to identify and reduce or remove risks of child abuse
- Strategies to promote child participation and empowerment

Capability of provider:

A person's capability to operate as a music instructor is of critical importance.

- Demonstrated capacity and skills to coordinate a music instructor function.
- Demonstrated high level oral and written communication skills.
- Possess the technical knowledge and expertise relevant to the position.
- Demonstrated capacity to provide advice and support to management in respect to the work area.
- Possess a relevant qualification and ability to provide high-quality music lessons.

The service provider must advise as part of the EOI submission how they have implemented, operate and comply with the Child Safe Standards.

Music lessons:

The successful service provider will be required to provide music lessons to students as a part of the school music program. Equipment available for the provision of music lessons include guitars, ukulele, keyboards and drum kits.

Any musical instruments supplied must be in adequate quantity and take into account the child's growth and developmental needs and cultural, religious and health requirements.

Cleaning

The service provider will be responsible for leaving the rooms in a neat and tidy state.

Maintenance / Repairs:

Any maintenance or repairs required, beyond reasonable wear and tear, must be prepared by the service provider if the equipment belongs to the service provider. If the equipment is owned by the school then the School Council may do so.

Transition / Implementation Plan:

The successful service provider, is required to provide a transition plan, which includes but is not limited to an outline of the hand over process and appropriate handling of children details and data (if necessary).

Referees:

Service providers are required to nominate three (3) customers (preferably schools) to whom they currently provide similar services. The School reserves the right to also contact known customers of the service provider to seek customer feedback. Feedback will be sought in respect of, but not limited to, the service provider's performance, charges, responsiveness and complaint resolution.

3. Important Dates

- School site visit date(s): As arranged with two days' notice with final site visit date on 6 December 2019
- EOI Closing date: 6 December 2019
- Shortlisted service providers invited to present to a panel between the 9 and the 13 December 2019.
- Preferred service provider informed of decision and beginning of contract negotiations: 16 December 2019
- Commencement of school music service to the School: 29 January 2020

4. Reporting and meeting requirements

The service provider's representative is required to meet, where requested, with a nominated representative, School Council or subcommittee once per quarter to review aspects of the instrumental music lessons service.

The service provider will be required to report to a nominated representative, School Council or subcommittee as follows:

Quarterly on the following items:

- Staffing
- Policy changes
- Incidents
- All complaints received, and action taken to resolve complaints and timeframe for resolution

Within 30 days of commencing, and then on an annual basis a copy of the following:

- Current Suitability Notices for all specified employees
- Copies of any new or renewed Insurances

An ad hoc basis, which would be required to be responded to within ten (10) business days:

- All complaints received and any action taken to resolve these complaints and the timeframes for resolution
- Child, parent and staff feedback

Report the following within two business days:

- Incidents, injuries or issues that have impacted in the health, safety or wellbeing of any child
- Occupational health and safety matters
- Where the service provider has been charged with a criminal or regulatory matter, found guilty by court, cautioned, or otherwise pursued by either the Police, Local Authority or other regulatory body or subject to enforcement activity.

A report prior to the commencement of any new specified personnel detailing name, contact details and a copy of the Working with Children Check.

Upon occurrence immediately report:

- Damage to or an accident in the designated music lessons area

Key Performance Indicators (KPIs)

KPI	Performance Target
User Satisfaction	85% of children users to respond either at or above expected satisfaction levels based on a satisfaction survey, if requested by School Council.
Reporting	100% of reports to School Council are delivered within the nominated timeframes.

Submissions must address the service provider's provision of quality management systems and key KPIs used to track the performance of the contract.

5. License Fees & Amounts Payable

If applicable, the successful service provider will be required to pay the following License

Fee: 10% commission of annual gross income.

License fees will be payable monthly in advance.

License fees will be reviewed annually, prior to the anniversary of the contract.

6. Insurance

Minimum insurances the service provider are required to hold include:

a) Public Liability Insurance

\$10 million per event.

b) Industrial Special Risks Insurance (or equivalent insurance)

Insurance cover for the reinstatement or replacement value against the destruction of or damage to any apparatus or equipment belonging to or used by the service provider which is housed, stored, kept or used in or at the Licenced Area.

c) WorkCover Insurance

Insurance in accordance with the requirements of the *Accident Compensation Act 1985* (Vic) and the *Accident Compensation (Work Cover Insurance) Act 1993* (Vic) which provide the Associates of the service provider (including equivalent cover for volunteers) with cover against personal injury or sickness arising from provided goods or services or working in or on the Licenced Area.

7. Selection Criteria

The selection criteria for rating responses received from service providers are as follows:

1. Quality:

- Demonstrated experience as an approved provider of music instrumental service(s). This may include evidence of overall assessment at an existing school.
- Demonstrated ability to plan, deliver and monitor a musical instrumental service which reflects the values of a school community.
- Commitment to the appointment and retention of suitably qualified staff and their ongoing professional development.
- Demonstrated knowledge and understanding of the process to develop a Quality Improvement Plan and ensure continuous improvement.

2. Value for money:

- A proposed itemised cost structure that offers value for money for families and encourages students to buy healthy and nutritious food.
- Inform School Council of any increases in the costs of instrumental music lessons.

3. Financial viability:

- The provider must be financially viable and have the capacity to apply sufficient financial and other resources to a new service.

4. Policies and processes:

- Demonstrated experience in engaging families in the policies and provision of an instrumental music service.
- Demonstrated commitment to enacting policies and processes that reflect the needs and values of a school community.
- Demonstrated understanding of compliance and regulatory requirements in operating an instrumental music service and commitment to Child Safe Standards.

5. Information sharing:

- Commitment to information sharing.

The above selection criteria are not presented in any particular order or ranking.

8. Contract Documentation

The successful service provider will be required to enter into an agreement with the School Council under the terms and conditions, as attached to this EOI.

Special conditions may be included subject to the agreement of the School Council.

FORM 1 – COMPANY DETAILS

Attached is the Expression of Interest of:

Business / Corporation / Person: (Businesses list all proprietors)	
Postal Address:	
Street / Physical Address:	
Australian Business Number (ABN):	ABN: OR • Will you be applying for an ABN? Yes <input type="checkbox"/> No <input type="checkbox"/> (mark appropriate box)
Is it proposed to sub-contract any part of the Goods and/or Services? If "YES", specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Goods and/or Services	Yes <input type="checkbox"/> No <input type="checkbox"/> (mark appropriate box)
Size	Small <input type="checkbox"/> Medium <input type="checkbox"/> Large <input type="checkbox"/> Not for profit <input type="checkbox"/> (mark appropriate box) <i>Note: Small to Medium Enterprises (SMEs) are defined as firms with less than 200 full time equivalent employees. Under 20 full time equivalent employees is defined as Small, 20-199 full time equivalent employees is defined as Medium and 200 plus full time equivalent employees is defined as Large.</i>
Supplier Diversity Status	Indigenous Business <input type="checkbox"/> Disability Enterprise <input type="checkbox"/> Social Enterprise <input type="checkbox"/> Not Applicable <input type="checkbox"/> Other: _____ (mark appropriate box) <i>Note: Please include copies of relevant documentation to support your Supplier Diversity Status</i>
Contact Name, Phone and Fax No:	
Contact email address:	
Authorised Signature(s):	
Name(s):	
Date:	

FORM 2 – SPECIFICATION STATEMENT

Please provide a written statement including:

- How you are best placed to meet the scope
- Details of your knowledge and previous experience in delivery of an instrumental music service.
- Details of your knowledge, resources and systems that will enhance the delivery of an instrumental music service.
- Any value added services, such as innovation.

FORM 3 – OFFER REQUIREMENTS

1. Does your organisation understand and agree to provide an instrumental music services during the hours of operation outlined below:

☐ Yes ☐ No

Period	Start Time	Finish Time
All school days with the exception of all pupil free days and the final week of term 4.	8AM	4PM

Hours of operation cannot be varied without agreement in writing from a nominated representative and relevant regulatory approvals.

(if alternative hours are proposed, please attach details)

Response:

2. Does your organisation understand and agree that the proposed Commencement Date for the instrumental music lessons is Wednesday 29 January?

NOTE: This date is proposed only and the exact commencement date will be agreed to by the school and any successful service provider and may depend on regulatory approvals.

☐ Yes ☐ No

3. Has your organisation made full disclosure of all fees and charges in the Form 6 - Pricing Schedule?

☐ Yes ☐ No

If No Response:

5. Does your organisation currently have the financial capacity to deliver the service?

☐ Yes ☐ No

Please provide details of your organisation's financial capability, such as a credit check, or steps that will be taken to improve the financial capability:

FORM 4 – HIGH QUALITY INSTRUMENTAL MUSIC LESSONS SERVICE

1a Please provide information on the music lessons that you are to offer.

1b. Service providers are also to address their approach to the following:

- Staffing the instrumental music lessons
- Review/ customisation of the instrumental music lessons
- Approach to inclusion of all children with special requirements

Response:

Has your organisation attached the instrumental music lessons with all items and costs to the consumer?

☐ Yes ☐ No

1. Please identify how your organisation has implemented and compiles with the Child Safe Standards?

Response:

2. Instrumental music lesson providers are required to provide details of how they will continue to strive for an improvement in services. Provide a sample Quality Improvement Plan (Maximum 5 pages)

Response:

3. Provide details of all services associated with instrumental music lessons service

Response:

Number of Services currently operated in Victoria

Number of Services that have been assessed while you were the approved instrumental music lessons service provider.

FORM 5 – QUALITY PERSONNEL AND PROCESS

1. Provide details of how you will recruit the staff required for the service and timeframe involved?

Response:

Add cross-referenced attachment if required.

2. Provide details of your proposed team information for the delivery of the instrumental music lesson service for this Site. This information should include:

- Detail titles, roles, responsibilities, qualifications and experiences for each title listed.
- Identify the names of the personnel you plan to put forward and relevant qualifications (if applicable).
- Identify which roles you plan to recruit staff for.
- Outline how you intend to meet the capability requirements as outlined in the scope.
- Any use of temp or agency staff or students from Brrookside P-9 College school

Response:

2b. Please indicate if you will provide, two weeks prior to commencement of services if selected, the names, qualifications, and a photocopy of the Working with Children Check.

☐ Yes ☐ No

3. Please advise whether the nominated facilities identified in the scope provide sufficient space for you to operate a service with the estimated numbers provided.

Response:

FORM 6 – INSTRUMENTAL MUSIC LESSONS PRICING SCHEDULE

Please provide each lesson item and proposed cost to consumer for each item. Please also include information on the process for setting and revising all music lesson items. All amounts quoted are to be exclusive of GST.

FORM 7 – CONFLICT OF INTEREST DECLARATION

I / We, _____ (the approved provider), make the following declaration of any actual or perceived conflict of interest, including but not limited to any pecuniary or other interests in Brookside P-9 College or any relationships our staff and office bearers have with Brookside P-9 management, staff and/or School Council members.

Name (print)

Signed:

Date:

FORM 8 - REFEREES

1. Where possible, provide details of up to three (3) customers (preferably schools) to which your organisation has/is provided/providing a similar Service. NOTE: These schools MAY be contacted to verify past/present performances.

ORGANISATION	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS