



Government
of South Australia

Department of Planning, Transport and Infrastructure

Application Guidelines:

Supply of Protection Officers for the Adelaide Metropolitan Passenger Rail Network (AMPRN)

(Pre-qualification No. 19C108)

CONTACT FOR FURTHER INFORMATION

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*Contractors (Applicants) wishing to apply for pre-qualification for Protection Officers with the Department of Planning, Transport and Infrastructure (DPTI) **must** contact DPTI to determine if there is capacity for more suppliers **before** completing an application.*

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1 INTRODUCTION

1.1 Government Agency's Requirements

Companies wishing to be pre-qualified for 19C108 – *Supply of Protection Officers for the AMPRM* are invited to submit an application in accordance with these Guidelines. To be pre-qualified, Applicants must be able to demonstrate that they have the appropriate skills, management systems and experience appertaining to supplying Protection Officers for DPTI . The submission must contain all of the information requested in Section 2.2 – Application.

As this arrangement is open. A company may submit an application at any time, however, the number of companies appointed will be largely determined by DPTI's anticipated workload.

Any future services sought under 19C108 will be in accordance with the [State Procurement Board Goods and Services Agreement](#); which will require the dual execution of 19C108 – *Supply of Protection Officers for the AMPRN letter of award and Contract*. The Government Agency may amend or add to the information in these Guidelines or the Specifications at any time.

1.2 Accuracy of Guidelines

The Government Agency makes no promise or representation that any factual information supplied in or in connection with this Procurement Process or Guidelines are accurate.

Information is provided in good faith and the Government Agency will not be liable for any omission from these Guidelines.

1.3 Your Use of Guidelines

Without the express prior written consent of the Government Agency, you must not re-produce, re-advertise and/or in any way use the contents of these Guidelines either in whole or in part, other than for the purpose of preparing and lodging an Application.

1.4 Procurement Process does not create a contract

Your Application is at Your sole risk.

Nothing in these Guidelines, or Your Application must be construed as creating any binding contract or other legal relationship (express or implied) between You and the Government Agency.

2 YOUR APPLICATION

2.1 Format of Application

Your Application must:

- a) be in English
- b) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled
- c) quote prices in Australian Dollars that are GST inclusive and, in relation to GST, must state where the GST is applicable and show that amount separately
- d) stipulate fixed prices (unless otherwise specifically required or indicated)
- e) observe word limits where specified as the Government Agency reserves the right to disregard any part(s) of Your Application that exceed any specified word limit
- f) be concise and only provide what is sufficient to present a complete and effective response.

The Government Agency may disregard any content in an Application that is illegible.

2.2 Application

Before completing an application you must contact DPTI regarding the capacity of the Pre-qualification list if there is sufficient work for additional suppliers.

Your application must include the following completed items:

- a) Compliance Statement
- b) Declaration in Relation to Unlawful Collusion
- c) Application Form
- d) Capability Sections
- e) Registrations and Licences Sections
- f) Work History (complete separately for each discipline for which You are applying)
- g) Industry Participation Policy
- h) Agreement to the State Procurement Board Goods and Services Agreement
- i) Cost of Preparing Your Application

You are responsible for the cost of preparing and submitting Your Application (s) and all other costs arising from Your participation in the Procurement Process.

2.3 Validity

By lodging an Application You agree that the Application will remain open for acceptance by the Government Agency for the validity period specified.

2.4 Timeframes

The pre-qualification is to run for a period of up to five (5) years. Separated by an initial fixed three (3) year period; and a two (2) year period extension renewal period. Subject to DPTI's discretion.

2.5 Government Agency's Use of Your Application Materials

Upon lodgement, all of Your Application Materials will become the property of the Government Agency.

Intellectual Property owned by You or any third parties forming part of the Application Materials will not pass to the Government Agency with the physical property comprising the Application Materials. However, You acknowledge and agree that You have the authority to grant to the Government Agency an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Application to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

2.6 Performance

Removal of suppliers from the pre-qualification will be effected using the following methodology:

1. If any supplier does not respond to a request for quote for one year having been offered at least three opportunities to tender, or
2. Three consecutive non-conformances or three non-conformances within 1 calendar year, or
3. Failure to maintain a demonstrated ability to meet the minimum assessment requirements for the relevant disciplines due to staff changes.

Suppliers demonstrating poor performance may also be reduced to low value/ low risk engagements of <\$33 000 Inc. GST subject to the following methodology:

1. Three suggested improvements within one calendar year, or
2. Two consecutive non-conformances or, two non-conformances within one calendar year.

Additionally, internal management of this pre-qualification arrangement will be governed by DPTI's Rail Operations via following mandated provisions parameters, however not limited to:

- Ongoing adherence to prescribed standards designated by the Rail Commissioner and Departmental safe work requirements (including zero tolerance for drug and alcohol);
- Inclusion of Instrument of unacceptable behaviour procedure(s);
 - The ability to direct the Contractor to replace an individual Protection Officer within the AMPRN following two (2) instances of unacceptable behaviour conduct; and
 - Removal of 19C108 membership for a Contractor who has incurred three (3) instances of unacceptable behavioural conduct by their associated individual Protection Officer;
 - Instant removal and of any associated 19C108 Protection Officer who has failed a compulsory departmental drug and alcohol test.
- The minimum requirement for Pre-Qualified Contractors to have an available workforce consisting of no less than five (5) duly qualified Protection Officers at any time.

Please note: Companies can seek additional Protection Officers through subcontracting additional resources. However it will be a requirement that:

- A company must have at any time five (5) resources in which to be available for DPTI's workforce requirements; and
- A company is responsible for the management and prescribed requirements attributed to this arrangement.

2.7 Contract Sites/Delivery Locations

Packages of work may be tendered as individual projects or bundles of multiple or multi discipline contracts. Locations will be both local and rural covering the state of South Australia. Work may be required across a range of environments including Road, Rail and Marine some of which may require specific conditions of entry such as rail corridors, traditional owned lands (e.g. APY Lands) and active construction sites. The contractor is obligated to comply with all site entry pre requisites.

3 CONSORTIA AND SUB-CONTRACTING

3.1 Consortia

If You are a member of a consortium then your Application must stipulate which part(s) of the Government Agency's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of the Government Agency's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

The Government Agency will treat You as the preferred contact person for any consortium Application.

3.2 Sub-contracting

If Your Application relies on a sub-contracting arrangement, then You must stipulate in Your Application the tasks that the proposed sub-contractor(s) would undertake. You remain legally responsible for meeting the Government Agency Requirements.

4 PROCUREMENT PROCESS CONDUCT

4.1 Your Conduct

You must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to the Government Agency as an adviser, consultant or employee (or former adviser, consultant or employee)
- d) not apply any incentive to, or otherwise attempt to influence, any employee of the Government Agency or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Supplier
- f) comply with all laws in force in South Australia applicable to this Procurement Process
- g) disclose whether You are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding these guidelines without the Government Agency's written approval.

If You act contrary to the expectations outlined above, the Government Agency reserves the right (regardless of any subsequent dealings) to exclude Your Application from further consideration.

4.2 Government Agency Conduct

The Government Agency will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)
- b) give Suppliers the opportunity to compete fairly.

4.3 Confidentiality

You must identify any aspect of Your Application that You consider should be kept confidential including reasons. The Government Agency is not obliged to treat information as confidential and in the absence of any agreement to do so, You acknowledge that the Government Agency has the right to publicly disclose the information.

Any condition in Your Application that seeks to prohibit or restrict the Government Agency's right to disclose will not be accepted.

Notwithstanding any undertaking regarding confidentiality, by submitting an Application, You agree that the Government Agency may forward information relating to You or Your Application to the Australian Competition and Consumer Commission (ACCC) if the Government Agency reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel conduct or unlawful collusion in relation to this Procurement Process (whether or not the suspicion relates to Your Application).

Information supplied by or on behalf of the Government Agency is confidential to the Government Agency and You are obliged to maintain its confidentiality. You may disclose confidential information to any person that has a need to know the information for the purposes of submitting Your Application.

5 EVALUATION PROCESS

5.1 Evaluation

The assessment process for the qualitative criteria will follow the general approach of "Matrix Method", as described in the DPTI Tender Evaluation Guidelines, available from:

https://www.dit.sa.gov.au/__data/assets/pdf_file/0014/82220/DPTI-Tender-Evaluation-Guidelines-12-Jan-23.pdf

The following will be taken into account in the evaluation process:

Criteria	Weighting (%)
Relevant company experience	30
Relevant experience and competency of Applicant's personnel	35
Accessibility and availability of Applications personnel	20
Economic Contribution Test	15
Adequacy of Management Systems	PASS / FAIL
Adherence to the mandated requirements of company having a minimum of five (5) fully accredited Protection Officers	PASS / FAIL

In evaluating Applications the Government Agency will consider:

- a) the Evaluation Criteria
- b) the overall value for money of the Application
- c) compliance with applicable Government Policies
- d) any other information that the Government Agency considers relevant.

Where mandatory criteria are specified in the Reference Schedule and Your Application does not comply with these criteria the Government Agency may choose not to further evaluate Your Application.

The Government Agency may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Applications
- b) invite any person or entity to lodge an Application
- c) allow a Supplier to change its Application
- d) consider, decline to consider, or accept (at the Government Agency's sole discretion) an Application lodged other than in accordance with these guidelines.
- e) seek further information from You regarding Your Application including but not limited to requests for additional information or presentations by, or interviews with You or Your key personnel
- f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- g) make enquiries of any person or entity to obtain information about any Supplier and its Application (including but not limited to the referees)
- h) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

5.2 Schedule of Rates

The Schedule of Rates submitted with this Pre-qualification will apply for a period of 18 months after the Execution Date. The cost for all equipment shall be included in the rates.

The Schedule of Rates will be used:

- (a) For estimating projects; and
- (b) As the maximum Rates charged by the Contractor.

5.3 Performance Evaluation

The Principal's Representative will provide performance evaluation feedback to the Contractor on the following criteria at the completion of a contract by completing a "Contract Review Form":

- (a) Quality of documentation, including clear objectives and scope, complete, concise, accurate and realistic description of requirements, issues and risks addressed.
- (b) Contract management performance including timeliness and adequacy of response to requests, practicality and reasonableness of specification interpretations, cooperation and communication.

The Contractor may provide comment on this evaluation and provide performance evaluation feedback to the Principal's Representative on the following criteria:

- (a) Project Deliverables/Requirements, including technical capacity, methodology and communication, compliance with relevant standards, guidelines and procedures, standard of deliverables.
- (b) Timeliness, including milestone dates achieved and service completed on time, timeliness in communicating issues and concerns, timely and adequate response to additional client requirements.

The results will be taken into consideration when allocating future work packages.

The Principal's Representative may evaluate and review Contractor performance and quality of work at any stage during the course of the Pre-qualification.

5.4 Negotiation

The Government Agency may choose to:

- a) enter into negotiations with You or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Application on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Applications generally after any negotiation
- c) suspend, discontinue or terminate at any time negotiations with You or any Supplier or any other person or organisation
- d) negotiate with You or any Supplier for the provision of any part of the Government Agency's Requirement and negotiate with any other Supplier with respect to the same or other parts of the Government Agency Requirement and to enter into one or more contracts for part or parts of the Government Agency's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to the Government Agency Requirement or any part of the Government Agency's Requirement with that organisation on such terms as the Government Agency, at its absolute discretion, considers appropriate
- f) seek best and final applications from all or some of the Suppliers. Irrespective of the Government Agency's right to negotiate and/or seek a best and final application, You are bound by Your Application, and if selected, You must be willing to enter into a contract on the basis of Your Application.

6 GOVERNMENT POLICIES

South Australian Government policies apply to all South Australian Government purchasing and related activities.

6.1 Employment of Ex-Government Employees

Unless an exemption has been granted by the Treasurer, the Government Agency will not accept the services of any former public sector employee, either directly or through a third party, for a period that corresponds with the number of weeks of a targeted voluntary separation package received from the South Australian Government, where such engagement may breach the conditions under which the separation package was paid to the former public sector employee.

6.2 Disclosure of Government Contracts

If a contract is entered into, the Government Agency may disclose that contract and/or information in relation to it in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

6.3 Allocation of Risk - Liability

On 25 July 2016 the South Australian Cabinet approved a policy that for low to medium risk standard government procurement contracts, a supplier's liability will be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by the procuring government agency.

For high risk government procurement contracts, the procuring government agency will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office, include appropriate clauses dealing with risk and liability based on that risk assessment.

7 SCOPE AND REQUIREMENTS

7.1 Requirements

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1. Scope of Services
2. Background
3. Accreditation and Training
4. Supply of Materials
5. Engagement of Protection Officers
6. Payment
7. Work Health and Safety

1. SCOPE OF SERVICES

This Agreement is a Pre-Qualified agreement for the provision of rail safety workers (“**Protection Officers**”) to undertake protection activities on the Adelaide Metropolitan Passenger Rail Network (AMPRN).

The Services may be required by the Department for Planning, Transport and Infrastructure (DPTI), Public Transport Services (PTS), or their contractors.

The Principal does not guarantee the quantity or value of work allocated to any Pre-Qualified Arrangement member or even that any work will be provided to a Pre-Qualified member. (Refer Clause 1.2 “No Guarantee of Work” of the DPTI Prequalification System.)

2. BACKGROUND

State and Federal funding provides for a significant investment over 15 years into the public transport system to deliver faster, cleaner, more frequent and efficient services for commuters. Rail Revitalisation forms the centrepiece of this investment to transform the metropolitan passenger rail network by delivering a number of rail initiatives including:

- re-sleeping, replacement and upgrade of turnouts, rail remediation, upgrade of formation structure and upgrade of level crossings;
- Electrification of the Gawler line;
- Flinders Link and Port Docklands extensions; and
- Interchange, station and Park ‘n’ Ride infrastructure upgrades.

Revitalisation of the rail network is an extremely large and complex program, which requires a significant amount of detailed planning with many factors to consider such as:

- developing and assessing options to minimise the disruption to commuters and the surrounding community;
- analysing options for alternative passenger services during construction;
- managing the staging of construction works; and
- the complicated technical and engineering aspects.

Consequently there is a requirement for Protection Officers at various times and at various locations during these construction phases, as the rail line will remain operational during

construction. The majority of the work involved will be within the rail corridor and will therefore require track protection.

3. ACCREDITATION AND TRAINING

The Adelaide Metropolitan rail network is operated by PTS. Personnel performing the role of Protection Officers must be assessed and accredited by PTS prior to commencing any such work on the network, and must be trained, assessed and competent to carry out worksite protection under PTS arrangements.

DPTI will provide the above training for up to Five (5) persons from each successful tenderer and will reimburse the tenderer for 50% of the participant's basic wage for the three day course.

All procedures and other documentation necessary for the performance of track protection under this Agreement will be provided to participants at the training course.

Personnel performing the role of Protection Officer must:

- Be medically fit to Rail Safety Health Standard: Category 1;
- Possess current PTS Track Protection Certification in accordance with *ST-RC-NA-1072*
– *Contract Protection Officer Standards* (see Attachment 2 - Contract Protection Officer Standards for details) to be funded at the Contractor's expense;
- Work Health and Safety Construction Induction "White Card":
 - <https://www.safework.sa.gov.au/licence-and-registration/apply-renew/white-card> ;
- Hold a current PTS Rail Safety Awareness card including an Electrical Safety Component; and
- Hold a current nation Police Record Check.

4. SUPPLY OF MATERIALS

All materials shall be supplied by the Contractor.

5. ENGAGEMENT OF PROTECTION OFFICERS

5.1 Notification

The Contractor shall provide the Services upon the direction of the Government Party (the Principal), who will give the Contractor at least one weeks' notice that the Services are required.

5.2 Engagement

Members of this Pre-Qualified Arrangement may be engaged directly by contractors undertaking work on behalf of DPTI, PTS or its contractors.

The Principal has the discretion to recover delay costs in the event of engaging the services of Protection Officers who subsequently become unavailable, late or engage in conduct that prevents DPTI, PTS or its contractors from carrying out their duties.

The Principal will monitor and review track protection performance and advise Pre-Qualified members of the result of performance appraisals. Previous performance will be a key factor in determining the allocation of future work to Protection Officers under this Agreement.

5.3 Management of the Pre-Qualified Arrangement

The Principal may:

- appoint new providers as members of the Pre-Qualified Arrangement at any time;
- remove providers from the Pre-Qualified Arrangement at any time;
- direct the Contractor to not use an individual Protection Officer in provision of the Services following two instances of unacceptable behavioural conduct; and
- remove a provider from the Pre-Qualified Arrangement following three instances of unacceptable behavioural conduct by individual Protection Officers working for that provider.

This pre-qualified arrangement is non-exclusive and will be operated via a rotation process. However, Contractors will be nominated to participate at DPTI's discretion based on availability of resources and the ongoing adherence to guidelines set out within this document.

6. PAYMENT

6.1 General

Payment will be in accordance with the Schedule of Rates and Schedule of Disbursements as applicable.

All hourly rates for Protection Officers shall include an allowance for provision of vehicle/s, with the exception of those covered under Clause 6.5.1.1 "Travel". All Personal Protective Equipment (appropriate clothing, safety boots, hard hats and safety glasses) and training costs, except those provided by DPTI in accordance with Clause 3 "Accreditation and Training". Disbursements shall include any administration charge or percentage as applicable.

No separate payment will be considered by the Principal for items not listed in the Schedule of Rates or Schedule of Disbursements due to the Contractor submitting insufficient information for the Principal to determine costs incurred by the Contractor in carrying out track protection services.

Payment for work on a public holiday will only be made for South Australian Public Holidays.

The Contractor acknowledges that the hours stated on Track Protection Plans are an estimate of the hours that track protection will be required. The hours specified on the Track Protection Plan will include a total allowance of one hour for setting up and removing the boards from the work site.

Payment will be made by the Principal for the hours recorded and certified by the Principal on the Protection Officer's timesheet. Each invoice submitted by the Contractor shall be accompanied by the relevant Track Protection Plan and employee timesheet/s for the particular period of services claimed.

Receipts and other supporting evidence of expenses incurred shall be made available by the Contractor for validation by the Principal or an auditor approved by the Principal, for the purposes of determining payment.

6.2 Record Keeping

6.2.1 Timesheets

The actual hours worked by each Protection Officer shall be recorded on a timesheet which will be signed by the Principal's on-site representative. In the event that this does not occur, the Contractor shall advise the Principal in writing by close of business on the next working day, otherwise payments may be withheld.

The hours of work recorded on each Protection Officer's timesheet shall include the one hour allowed on the Track Protection Plan (refer Clause 6.1 "General") for setting up and removing the boards from the work site.

Any changes recorded on the timesheet to the hours worked by the Protection Officer shall be initialled by the Principal's on site representative.

6.2.2 Discrepancies

In the event of a discrepancy between the Contractor's and Principal's record of the hours worked by a Protection Officer the Principal's reasonable records will take precedence.

6.3 Cancellations

If less than 24 hours notice of cancellation of work is provided by the Principal to the Contractor and a Protection Officer cannot be relocated to another project, the Principal will pay 8 hours at the employee's applicable hourly rate for track protection services outlined in the applicable track protection plan.

6.4 Non - completion of services specified in the Track Protection Plan

Where the Contractor is not able to complete the total hours specified on the Track Protection Plan due to circumstances beyond the control of the Principal (e.g. inclement weather) the Contractor will be paid a minimum of 4 hours at the employee's applicable hourly rate or for the actual hours worked at the employee's applicable hourly rate, whichever is the greater.

6.5 Disbursements

All prices quoted in this Clause 6.5 "Disbursements" are exclusive of GST.

6.5.1 Temporary Relocation Expenses

The Principal will reimburse the Contractor for expenses incurred in the mobilisation (and demobilisation) of Protection Officers from interstate or from regional locations. This shall be paid for periods of continuous employment on a single project of duration less than three months to cover temporary shortages of Protection Officers residing permanently in Adelaide. For the Contractor to be eligible for reimbursement of such expenses the employee shall have

been recruited from interstate or regional SA (i.e. greater than 100 km from the Adelaide CBD) and evidence of accommodation costs incurred in Adelaide shall have been provided.

The payments made to the Contractor for mobilisation and demobilisation will include disbursements for travel expense and daily allowances.

6.5.1.1 Travel

Payment for airline, bus or train travel will be made at actual cost plus 10%, subject to the following:

- Written agreement from the Principal;
- Travel shall be economy class; and
- Any request for reimbursement shall be accompanied by supporting evidence (e.g. invoices from suppliers/providers).

As an alternative to claiming actual travel costs the Contractor may claim an allowance of \$320 for each mobilisation and for each demobilisation.

6.5.1.2 Daily Allowances

The Principal will reimburse the Contractor with a daily allowance for accommodation costs and meals to be paid to Protection Officers.

Payment for accommodation costs will be made at actual costs plus 10% subject to the following:

- Best endeavours have been made to ensure accommodation costs are reasonable;
- To be eligible for reimbursement of the costs the Contractor shall have recruited the employee from interstate or regional SA and the request shall be accompanied by supporting evidence of accommodation costs incurred in Adelaide; and
- Accommodation costs will be capped at \$110 per night.

The Principal will reimburse the Contractor for payments of a \$45.50 per day meals allowance which shall be paid in its entirety to employees. This amount will be subject to annual review in accordance with Clause 6.6, "Rise and Fall" after 30 June 2014. Any reimbursement of these costs may be subject to a request by the Principal for a Statutory Declaration of payment to the employee. The Principal reserves the right to undertake audits of such payments.

6.5.2 Vehicle Costs

The Principal will reimburse the Contractor for vehicle costs should it be necessary to hire a vehicle. Each reimbursement request shall be accompanied by supporting evidence. The total reimbursement amount will be capped at \$100 per vehicle per day per project and subject to annual review in accordance with Clause 6.6, "Rise and Fall" after 30 June 2014.

Any additional vehicle requirements shall be agreed to in advance by the Principal.

7. WORK HEALTH AND SAFETY

At a minimum, Protection Officers are required to wear the following items at all times when undertaking track protection activities:

1. Long sleeve orange shirt and dark blue trousers;
2. Ankle high lace up safety footwear; and
3. Appropriate orange high visibility vest.

In addition Protection Officers may be required to wear additional safety equipment (e.g. safety glasses and safety helmet) when required by DPTI or PTS contractors.

**Attachment 1 –Adelaide Metropolitan Passenger Rail Network
(AMPRN). Train MIMIC Diagram (002)**

Please refer to attachment

Attachment 2 – ST-RC-NA-1072 – Contract Protection Officer Standards

Please refer to attachment