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NSW Department of Commerce

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Commerce

**NSW Procurement – Contracting Services invites this tender for and on behalf
of the NSW Ministry of Transport**

Request for Tender MOT-ITIS2009/01 Integrated Transport Information Services (ITIS)

Tender Issue Date: 6 February 2009
Closing Date: 2 April 2009
Closing Time: 9:30 am Sydney Time

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

Integrated Transport Information Services (ITIS)

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REQUEST FOR TENDER - PART A – OVERVIEW

1 Outcome

This Request for Tender (“RFT”) is made by the Ministry of Transport for the supply to the Ministry of Transport of the Deliverables defined in the Statement of Requirements of this RFT.

The Ministry is responsible for the delivery of the tender process, assisted by NSW Procurement – Contracting Services.

The key outcome of this RFT is to provide an innovative and cost effective solutions (through the proposed Agreement) for the required Deliverables which meets the needs of the Ministry of Transport.

2 Background

In concert with other agencies in the Transport Portfolio, NSW Ministry of Transport provides a range of Integrated Transport Information Services (ITIS) to the public. These services are accessed via the 131500 call centre, and via the www.131500.info web site as well as other transport agencies' web sites. Since 1999, the call centre and web site services have been provided under a services contract with Stellar Call Centres. The contract provided for an initial period followed by a number of extension options. All extension options have now been exhausted, and the contract will terminate on 30 June 2010.

Stakeholders include RailCorp, State Transit Authority (STA), Sydney Ferries Corporation (SFC) and Private Bus Operators represented by the Bus & Coach Association (BCA). The ITIS Contract is managed by the Stakeholder & Community Management division of the Ministry of Transport.

During the life of the contract, a number of changes have been made to improve the services offered to the public. However, a number of recent reviews (the Maunsell Report May 2007, the Auditor General's Report “Connecting with Public Transport” June 2007 et al) have indicated the need for further significant enhancements to the service to keep abreast of public expectations and take advantage of new real time information capabilities and a diversity of information distribution channels now available, amongst other things.

This Request for Tender calls for proposals from suitably qualified product and service providers to ensure the continuity of the transport information services to the public, and to provide a platform for implementation of the next generation of Integrated Transport Information Services for the people of NSW.

This Request For Tender includes continuity of the existing transport information services managed through the present contract with Stellar Call Centres. The ITIS contract covers the following key monthly service figures:

- 180,000 calls answered, over a range of information and customer feedback call types,
- 500,000+ website visits,
- 5,000 mobile internet visits (1000 unique visitors),
- 70,000 IVR calls resolved,
- 1,500 email responses
- The ITIS website regularly rates as 4th or 5th most accessed NSW Government site

In addition to the continuation and extension of the above services further development of those services is intended. This development may include (amongst other things):

- Improvements to the telephone services, including use of speech recognition and other capabilities
- Improvements to the internet based services, including the availability of new access and information delivery channels, and new trip planning tools
- Improved facilities and information for people with disabilities and the aged

- Improved facilities for people from non-English speaking backgrounds
- Improved access to real time information on the current status of transportation services at a local level
- Expansion of the service to include other transportation modes
- Expansion of the service to include wider geographical coverage within NSW
- Improved and streamlined capabilities for incorporating information on the broad range of transport services presently covered and proposed
- Improved and more responsive capabilities to allow Ministry of Transport and stakeholders to manage the broad range of unstructured, text based information also provided through the service
- Improved facilities to handle customer feedback

3 Objectives

This Request For Tender has the following broad objectives:

- To ensure continuity of high quality transport information services by establishing a new services contract and transitioning the services to the new contract by 1 July 2010
- To test the market and select a service provider that is capable of ensuring continuity of services and to deliver identified service improvements
- To test the market and select a service provider that is capable of providing strategic advice and guidance on the future development of new integrated transport information services in NSW
- To ensure that the ongoing and enhanced services are delivered in a cost effective manner consistent with the expectations of the public and the needs of Government
- To enhance the experience of customers and facilitate their decision to choose the public transport option.
- To reduce the average cost per transaction over the life of the contract by increasing the self-service option of information provision and reducing the reliance upon operator assisted service.
- To reduce the total cost of the Deliverables
- To provide Deliverables which are commercially competitive
- To establish a sustainable partnership between the Ministry of Transport and the successful tenderer(s) to deliver quality Deliverables
- To achieve best practice through continual review of delivery methods i.e value-engineering
- To effectively and proactively manage risks
- To ensure compliance with all applicable laws, standards, codes and policies.

In achieving these objectives, the Request For Tender is guided by the following Government and Ministry plans and strategies:

Document	Area	Project Contribution
State Plan	Priority S6 - increasing share of peak hour journeys on a safe and reliable public transport system	By helping customers to make the decision to use public transport

Document	Area	Project Contribution
State Plan	Priority S8 – increased customer satisfaction with government services	By providing better information on the public transport options available to customers
State Plan	Priority F2 – increased employment and community participation for people with disabilities	By providing better more accessible information to support the needs of people with disabilities
State Plan	Priority R4 – increased participation and integration in community activities	By providing better and more accessible information on the public transport services available to people whose mother tongue is not English, and those with special needs (eg the aged)
State Plan	Priority E7 – improved efficiency of the road system	By helping customers to switch from less efficient modes of road travel to public transport
NSW Ministry of Transport - Results and Services Plan	More Capable, Competitive and Sustainable Transport Services – Result Area: 1. Improved performance across the NSW rail, bus and ferry network	By helping to optimise the utilisation of multimodal public transport services, especially outside peak periods
NSW Ministry of Transport - Results and Services Plan	More Capable, Competitive and Sustainable Transport Services – Result Area: 2. Equitable and accessible transport to match community needs	By providing better and more accessible information on the public transport services available to people whose mother tongue is not English, and those with special needs (eg people with disabilities and the aged)
NSW Ministry of Transport - Results and Services Plan	More Capable, Competitive and Sustainable Transport Services – Result Area: 4. Improved public transport information services	By developing and implementing the next generation of public transport information services in NSW
NSW Government ICT Strategic Plan – People First	Priorities 1. Front-line Service Improvement. 2. Customer Service Improvement	The ITIS: Is a key front line service Is a critical customer service initiative
NSW Government ICT Strategic Plan – People First	Government ICT Principles <ul style="list-style-type: none"> Align ICT investment with the government's service delivery priorities. Support innovation. Realise best value for money from ICT investment. Align with existing governance and capital investment arrangements. 	The ITIS: Aligns investment to key State Plan priorities and public transport initiatives Seeks best of breed solutions Will obtain maximum value through market testing Draws on more than 10 years experience in management and delivery of the service

Document	Area	Project Contribution
NSW Government ICT Strategic Plan – People First	Goals – including <ul style="list-style-type: none">• Increase investment in front-line and line-of business service technologies.• Electronically service a greater number and range of customers at their convenience.• Tailor electronic services to suit the needs of clients with differing expectations.• Increase the number of electronic service delivery channels employed.• Increase coordination of customer service requests and actions between electronic service delivery channels.• Reduce the total cost of ICT and enable services to be delivered at lower cost.	The ITIS: Is a key front line public transport service to the people of NSW Will better service people with disabilities, people in regions, and people on the move Will allow individuals to tailor public transport information services to meet their needs Will provide better information through diverse channels like mobile internet, SMS, integration with other web based services Will support coordinated end to end management of customer feedback across agencies and operators and ensures consistent information delivery Will obtain maximum value through comprehensive market testing

4 Required Benefits

The required benefits to be achieved in delivering the objectives of the proposed Agreement are:

- (a) A sustainable, mutually beneficial business partnership;
- (b) Improved services to the people of NSW;
- (c) Savings and efficiency gains;
- (d) Reduced costs to NSW Government by value-engineering its delivery methods;
- (e) Transparency of all transactions, including performance measurement, pricing and reporting;

5 Scope of RFT

5.1 Deliverables

Amongst other things, the purchasing of the following Deliverables is covered under the proposed Agreement:

- Travel Planning
- Customer Feedback
- Voice Services
- Internet Services
- Service Management
- Technology Platforms
- Transition (In and Out)

A detailed description of the Deliverables is included in the Statement of Requirements (RFT, Part F).

5.2 Contract and Duration

The proposed Agreement (RFT, Part D) is between the Ministry of Transport and the successful tenderer(s).

It is envisaged that the term of the proposed Agreement will be of 5 years, which may be extended for two additional periods of one year each at the discretion of the Ministry of Transport and subject to the performance of the Contractor.

5.3 Current Scope and Expenditure

The current expenditure incurred by Ministry of Transport for the procurement of the existing Deliverables is approximately \$6.0 million/year. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement. Tenderers should note that one purpose of the current RFT is to achieve cost savings in the delivery of the ITIS services.

5.4 Engagement of Contractors

The Ministry of Transport reserves the right to appoint more than one Contractor under the proposed Agreement. The Ministry of Transport also reserves the right to issue further RFT's during the term of the Agreement to engage additional Contractors to provide existing, enhanced or new services.

5.5 NSW Government requirements

The successful tenderer must comply with NSW Government codes, guidelines, and Standards listed in Schedule 1 of Part D.

6 RFT Structure

This RFT is structured in a NSW Government standard format. It comprises 5 Parts as follows:

Overview – Part A

It is an executive summary of main outcomes, objectives, requirements and expectations for this Agreement as described in detail in the proposed Agreement and the Statement of Requirements. It provides the tenderer(s) with the essential information to make an informed decision on whether to tender or not.

Conditions of Tender – Part B

It provides the terms, conditions and processes governing the tender phase of the RFT.

Tender Response – Part C

These are response schedules which are required by the Ministry of Transport to evaluate the tenderers' offers.

Deed of Agreement - Part D

This is the conditions of contract to be executed between the successful tenderer/s and the Ministry of Transport. This Deed is based on the NSW Government's ProcureIT standard

Special Conditions – Part E

This contains the unique conditions specific to this Agreement. (This Part has been intentionally left empty).

Statement of Requirements – Part F

A detailed description of the Deliverables to be provided by the successful tenderer/s including technical specification, service levels and performance framework. It will form part of the Agreement to be executed between the successful tenderer/s and the Ministry of Transport.

7 Best Price and Cost Structure

Tenderers are encouraged to provide their best price(s) with their tender. Whilst the Ministry of Transport reserves the right to negotiate pre award, such negotiations may not occur and it is not the Ministry of Transport's preference.

It is important that tenderers realise that they may not be short-listed for further consideration, if they do not provide their best price with their initial tender.

This RFT seeks transparency in the tenderer's Cost Structure in the Tender Response Schedules (RFT, Part C). These schedules are required to be fully completed by tenderer/s to:

- Provide the Ministry of Transport with transparency of the tenderer's Cost Structure;
- Price future variations, if applicable.

The tenderer's Cost Structure will be linked to the performance framework under the proposed Agreement.

The Ministry of Transport expects the successful tenderer(s) to reduce its pricing during the term of the proposed Agreement by:

- (a) Continually improving delivery processes to improve efficiency;
- (b) Passing on the benefit of rebates received from its own suppliers to the Ministry of Transport;
- (c) Matching prices as identified/recommended from the benchmarking process;
- (d) Other methods of savings identified during the term of the proposed Agreement;

8 Benchmarking

Benchmarking with other suppliers within the market place is a price-management mechanism under the proposed Agreement.

An independent benchmarking service provider may be engaged to compare prices of the Deliverables with other comparable products available in the market place. The benchmarking service provider will be mutually agreed by the Ministry of Transport and successful tenderer.

Benchmarking may be undertaken by the benchmarking service provider after the first anniversary of the proposed Agreement and at 12 monthly intervals thereafter.

9 Performance Framework

The Ministry of Transport is committed to engaging contractors who are able and willing to continually improve their performance during the term of the proposed Agreement.

The performance framework within the proposed Agreement provides both incentives for good performance and sanctions for poor performance.

Typical incentives and sanctions that may be used by the Ministry of Transport include, but are not limited to :

- (a) Additional or reduced performance reporting requirements;
- (b) Temporary or permanent suspension of all or parts of the proposed Agreement;
- (c) Scope variation ie. inclusion of additional services/exclusion of existing services;
- (d) Extensions of the proposed Agreement (if required by the Ministry of Transport);
- (e) Non payment of price variations, or reduced payments for deliverables.

10 Customer Contract Formation

The Ministry of Transport will place orders against the proposed Agreement based on the contracted pricing and the Statement of Requirements. Each time the Ministry of Transport places an order under the Agreement, the Agreement will apply to that order. Deliverables defined under the Agreement will not be required until they have been the subject of an order issued by the Ministry of Transport. An order for a deliverable or deliverables can be placed at any time during the Agreement term. The Contractor will be required to honour all deliverables, commitments, service levels and pricing in the Agreement for the life of the Agreement, regardless of when and whether an order is placed for those or any other deliverables.

11 Status of Funding

The Integrated Transport Information Service (ITIS) is an ongoing service provided by the Ministry of Transport on behalf of government and commercial public transport agencies. ITIS operations are funded by a mixture of recurrent funding allocations to a number of transport agencies. It is anticipated that similar operational funding arrangement will continue into the future, and forward estimates support the continuing need for the service.

The Ministry of Transport has also committed funds to support the ITIS procurement process, including a number of transitioning activities associated with the establishment of a new contract.

Business Cases have been prepared to support the proposed enhancements to the ITIS Services (described in Part F). These enhancements may be implemented on a schedule to be determined at the sole discretion of the Ministry of Transport, and subject to:

- (a) business priorities as determined from time to time,
- (b) the costs and benefits of each enhancement, and
- (c) the availability of funding.

The Ministry of Transport reserves the right to implement or not to implement any or all of the specified enhancements during the period of the contract.

12 Further Service Enhancements

The Integrated Transport Information Service is an important service providing critical information to users and potential users of the NSW public transport system. From time to time further enhancements to the service are required to maintain or improve the quality of this service. The Ministry of Transport reserves the right to continue to enhance the ITIS during the life of the present contract, as and where it sees fit. To the extent that any such enhancement may have an impact on the evaluation of Tenders, this impact may be discussed with Tenderers.

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PART B Conditions of Tender

1 Definitions

Unless the context indicates otherwise, the following terms, where used in Parts A-B of this RFT, shall have the meanings set out below.

“ABN” means an Australian Business Number as provided in GST law.

“Addendum” means an addition to this RFT made by the Ministry of Transport made before Closing Date and Time.

“Agreement” means an agreement made by a tenderer with the Ministry of Transport pursuant to the RFT under which there is an Agreement for the provision of goods and services on the order of the Ministry of Transport. The Agreement will be embodied in a Deed of Agreement between the Ministry of Transport and the Contractor in the form of Part D to this RFT.

“Alternative Tender”

A Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the requirement.

“Category” means generic categories comprising of multiple products and/or services.

“Closing Date and Closing Time” means the Closing Date and Time for receipt of tenders specified in the cover sheet of this RFT.

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to this RFT. The Code of Conduct can be downloaded from: http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Conforming Tender” means a tender that conforms in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other parts of this RFT; and
- (d) is in the prescribed form.

“Contractor” means a tenderer who may enter into an Agreement with the Ministry of Transport as a result of this Request for Tender.

“Cost Structure” means the individual tenderer's cost breakdown in accordance with the product/service categories specified in Part C. Such breakdown must equate to 100% of the tenderer's cost for the supply of the Deliverables.

“Customer Contract” means the contract that is made between the Contractor and an Eligible Customer, on the terms and conditions stated in clause 3.3 of Part D, by means of the placing of an order by the Eligible Customer with the Contractor.

“Deed” means a form in which a contract can be recorded which requires execution under the parties' seal.

“Deliverables” means the goods or services sought under this RFT, as detailed in the Statement of Requirements.

“GST” means 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* (C'th) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

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

“Ministry of Transport”

The NSW Ministry of Transport.

“NSW Department of Commerce eTendering website” means the web site at <https://tenders.nsw.gov.au/commerce>

“Nominee Purchaser” means a contractor to the Ministry of Transport, nominated by the Ministry of Transport to be authorised to place orders under Agreements.

“Non-Conforming Tender” means a tender that does not conform in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other Parts of this RFT;
- (d) is not in the prescribed form.

“NSW Procurement” A business unit of the NSW Department of Commerce representing the Ministry of Transport and authorised to distribute Requests for Tender, communicate with potential tenderers, and receive Tenders on behalf of the Ministry of Transport.

“Product” means an individual line item within a generic Category of products/services.

“Statement of Requirements” means the detailed description of the goods and services contained in Part F.

“Supporting Items” means any product samples, models and other related items supplied by the tenderer in support of its tender, (but excludes printed matter).

“Tenderer” means any entity submitting a tender in response this Request For Tenders.

2 Tender Preparation

2.1 Tenderer to inform itself

Before submitting its tender, a tenderer must:

- 2.1.2 Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
- 2.1.3 Satisfy itself:
 - (a) that the tender, including the tender price is correct; and
 - (b) that it is financially and practically viable for it to enter into and perform the proposed Agreement.

2.2 Assumptions made by Tenderer

Where a tenderer has made assumptions in preparing its tender, such assumptions must be set out in a supporting statement and submitted with the tender. Contractors who later rely upon unstated assumptions as a justification for contract variations may have their proposed variation disallowed.

3 Eligibility to Tender

3.1 Legal Entity of Tenderer

- 3.1.1 Tenders must be submitted by a legal entity with the capacity to contract. The Ministry of Transport will only enter into an Agreement with such legal entity or entities.
- 3.1.2 The Ministry of Transport may ask a tenderer to provide evidence of its legal status or capacity to contract. If tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

3.2 Financial Capability of Tenderer

- 3.2.1 The Ministry of Transport reserves the right to reject any tender if the Ministry of Transport judges the tenderer not to have appropriate financial capability.
- 3.2.2 The Ministry of Transport reserves the right to make acceptance of any tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond under the terms set out in Part D and in a form satisfactory to the Ministry of Transport.

3.3 ABN Requirements

- 3.3.1 The Ministry of Transport will not enter into an Agreement with a company that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their tender.
- 3.3.2 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Ministry of Transport's discretion if the tenderer demonstrates that it will obtain an ABN and GST registration before entering into an Agreement with the Ministry of Transport. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their tender response.

4 Tender Process

4.1 Provisional RFT Program

Given below is the Ministry of Transport's provisional RFT program. The Ministry of Transport may, at its absolute discretion, amend the provisional RFT program.

Milestone	Date
RFT issue	6 Feb 2009
Tenderer briefing	19 Feb 2009
RFT Close Date	2 Apr 2009
Execution of Agreement	30 Oct 2009
Transitioning requirements completed	30 Jun 2010
Commencement of supply of Deliverables	1 Jul 2010

4.2 Tenderer Briefing

- 4.2.1 A tenderer briefing will be held on the date, time, and place, indicated below. The contact officer of Ministry of Transport will be available at that time to answer any queries regarding this RFT and the tender process generally. Names of persons attending the tenderer briefing must be provided to the Contact Officer 3 working days prior to the date. No more than 2 persons from each tenderer will be permitted to attend the tenderer briefing.

Location: NSW Ministry of Transport
Board Room
Level 21
227 Elizabeth St
Sydney 2000

Date: Thursday 19th February 2009

Time: 10:00 am

4.3 Contact Officer

- 4.3.1 Tenderers should refer requests for information or advice regarding this RFT to:

Name: Bernd Uhlmann
Telephone: 02 92682904

Facsimile: 02 92682274
E-mail: ITISProcurement@transport.nsw.gov.au

- 4.3.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Ministry of Transport's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

4.4 Conformity of Tenders

- 4.4.1 The Ministry of Transport seeks Conforming Tenders.
- 4.4.2 Non-Conforming Tenders may be excluded from the tender process without further consideration at the Ministry of Transport's discretion.

4.5 Alternative Tenders

- 4.5.1 Tenderers may, if they choose, submit an Alternative Tender. Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender. An Alternative Tender must be clearly marked "Alternative Tender".

4.6 Submission of Tenders

- 4.6.1 Prices, responses and other information provided in the tender are to be in writing and in English.
- 4.6.2 Tenderers must complete all of Part C of this RFT, as directed and must not amend any of the questions provided.
- 4.6.3 Tenderers must not combine any of the files in the Tender response forms (Part C).
- 4.6.4 Any attachments should be labelled to clearly identify those clauses of the RFT to which they relate.
- 4.6.5 Tenderers should notify the Contact Officer in writing at least three working days prior to the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 4.6.6 Pricing information should not be included anywhere in the tender except in Part C, Form 2a.
- 4.6.7 Tenderers must ensure that all excel or word documents can be opened and viewed by Microsoft Excel 2003 or Microsoft Word 2003 without the need for additional file format converters. No other file formats are acceptable.
- 4.6.8 A tenderer is required to lodge its tender electronically through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce>. A tender submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.
- 4.6.9 A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the Conditions and rules on the NSW Department of Commerce *eTendering* website.
- 4.6.10 To lodge a tender electronically, the files containing the tenderer's response must be uploaded through the website. Access to the up-loading process is through the blue "Lodge a Response" link, then following the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT.
- 4.6.11 A tenderer must observe the following format for lodgements:
- (a) An electronically lodged tender must be lodged in a file format required by the RFT.
 - (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
 - (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.

- (d) The file/s name/s must have an extension and not have invalid characters or file names/loading pathnames too long for the system, as detailed on the NSW Department of Commerce *eTendering* website.
- 4.6.12 Signatures are not required for a tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a tender response is authorised by the person or persons who may do so on behalf of the tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 4.6.13 Electronically submitted tenders may be made corrupt or incomplete, for example by computer viruses. The Ministry of Transport may decline to consider for acceptance a tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:
 - (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.
 - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 4.6.14 If a tenderer experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.
 - (a) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Contact officer is advised, the tender Closing Date and Closing Time may be extended provided that, in the view of the Ministry of Transport, the RFT process will not be compromised by such an extension.
 - (b) Tenders must be fully received by the Closing Date and Closing Time.
- 4.6.15 A tender lodged via the NSW Department of Commerce *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. In this case tenderers may break down the lodgement into smaller packages if clearly identified eg. package 1 of 3; 2 of 3; 3 of 3.

4.7 Tender Validity Period

- 4.7.1 The Tender will remain open for acceptance by the Ministry of Transport for a period of 12 months from the Closing Date and Time for tenders.

4.8 Late Tenders

- 4.8.1 Late tenders shall not be considered, unless the Ministry of Transport is satisfied that the integrity and competitiveness of the tendering process has not been compromised.
- 4.8.2 The Ministry of Transport shall not penalise any supplier whose tender is received late if the delay is due solely to mishandling by the Ministry of Transport or the Department of Commerce.

4.9 Extension of Closing Date and Time

- 4.9.1 The Ministry of Transport may, at its sole discretion, extend the Closing Date and Time.

4.10 Corruption or Unethical Conduct

- 4.10.1 Tenderers must comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part C.
- 4.10.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:
 - (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Ministry of Transport, Customer or the NSW Government in connection with this RFT or the submitted Tender;
 - (b) committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
 - (c) a record or alleged record of unethical behaviour; or not complied with the requirements of Commerce Business Ethics Statement available at:

<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>;

this may result in the tender not receiving further consideration.

- 4.10.3 The Ministry of Transport may, at its sole discretion, invite a relevant tenderer to provide written comments within a specified time before the Ministry of Transport excludes the tenderer on this basis.

- 4.10.4 If the Ministry of Transport becomes aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, then the Ministry of Transport reserves the right to terminate the Agreement and any Customer Contract that has been made under it.

4.11 Code of Practice for Procurement

- 4.11.1 In submitting its tender, the tenderer signifies agreement to comply with the Code.

- 4.11.2 Failure to comply with the Code may be taken into account by the Ministry of Transport when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

4.12 Addenda to RFT

- 4.12.1 If, for any reason the Ministry of Transport, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued.

- 4.12.2 In each case, an Addendum becomes part of the RFT.

- 4.12.3 During the tender period, The Ministry of Transport may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to the Closing Date, even if a tender has already been submitted.

- 4.12.4 Tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.

4.13 Tenderer's Costs

The tenderer acknowledges that the Ministry of Transport will not be liable to it for any expenses or costs incurred by it as a result of its participation in this RFT, including where the RFT has been discontinued.

4.14 Acknowledgement of Receipt

- 4.14.1 For reasons of probity and security, NSW Department of Commerce and Ministry of Transport are prevented from interrogating the tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.

- 4.14.2 An e-mail receipt will be sent to the tenderer's nominated contact within five working days after close of tenders to confirm receipt.

4.15 Ownership of Tenders

- 4.15.1 All tenders become the property of the Ministry of Transport on submission.

- 4.15.2 The Ministry of Transport may make copies of the tenders for any purpose related to this RFT.

4.16 Discontinuance of Tender Process

- 4.16.1 Where the Ministry of Transport determines that awarding a contract would not be in the public interest, the Ministry of Transport reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of tenders.

4.17 Variations to Tenders

- 4.17.1 At any time after the Closing Date of tenders and before the Ministry of Transport accepts any tender received in response to this RFT, a tenderer may, subject to clause 4.18.2, vary its tender:

- (a) by providing the Ministry of Transport with further information by way of explanation or clarification;

- (b) by correcting a mistake or anomaly; or
 - (c) by documenting agreed changes to the tender negotiated under clause 5.5 of this Part B.
- 4.17.2 Such a variation may be made either:
 - (a) at the request of the Ministry of Transport, or
 - (b) with the consent of the Ministry of Transport at the request of the tenderer; but only if,
 - (i) in the case of variation requested by the tenderer under clause 4.18.1(a)-(b), it appears to the Ministry of Transport reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
 - (ii) in the case of variation under clause 4.18.1(c), the Ministry of Transport has confirmed that the draft-documented changes reflect what has been agreed.
- 4.17.3 If a tender is varied in accordance with clause 4.18.1(a) or (b), the Ministry of Transport will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- 4.17.4 A variation of a tender under clause 4.18.1 will not be permitted if in the Ministry of Transport's view:
 - (a) it would substantially alter the original tender; or
 - (b) in the case of variation under clause 4.18.1(a) or (b), it would result in the revising or expanding of a tender in a way that would give a tenderer an unfair advantage over other tenderers.

4.18 Exchange of Information between Government Agencies

- 4.18.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Ministry of Transport to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 4.18.2 The provision of the information by the Ministry of Transport to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the tenderer shall have no claim against the Ministry of Transport and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication
- 4.18.3 In the evaluation of tenders, the Ministry of Transport may take into account any information about the tenderer that the Ministry of Transport receives from any source.
- 4.18.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a tender will be an authorisation by the tenderer to the Ministry of Transport to collect such information from third parties, and to use and exchange such information in accordance with this clause 4.18.
- 4.18.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which obliges disclosure of the contract documents resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies, including tenders held by the Ministry of Transport. A summary of the provisions is contained in Annexure 1 to Part B (Disclosure Information).

5 Evaluation of Tenders

- 5.1** Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the requirements listed in this RFT.
- 5.2** Tenders that do not include a fully completed Part C, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, may be excluded from the tender process without further consideration at the Ministry of Transport's discretion.
- 5.3** Ultimately, the Ministry of Transport is interested to acquire the solution with the best value for money at an acceptable risk.
- 5.4** The Ministry of Transport may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

5.5 Evaluation Process

- 5.5.1** The Tender Evaluation process will be overseen by a Tender Management Committee comprising nominees of the Ministry of Transport's Project Control Group (Steering Committee), a representative of the Department of Commerce, and a Probity Manager.
- 5.5.2** The Tender Management Committee will appoint a Tender Evaluation Team to conduct the evaluation. The Tender Evaluation Team will comprise resources from the Ministry of Transport and other ITIS stakeholders.
- 5.5.3** The Tenders will be evaluated in three areas: compliance, cost and risk (see further discussion below), with the aggregate assessment of these factors determining the ranking of the tenders. The factors will each contribute the following percentage to the overall evaluation of tender responses:
- Compliance – 50%
 - Risk – 25%
 - Cost – 25%
 - TOTAL – 100%
- 5.5.4** The RFT evaluation process involves the following stages:
- Stage 1 - Assessment of each response against all mandatory requirements. Responses that do not meet mandatory requirements will not be evaluated further.
- Stage 2 – Assessment of each response for compliance with tender requirements, and initial risk assessment. In stage 2, clarifications may be required in order to complete compliance and risk assessment. The evaluation methodology will then be applied to generate a composite compliance/risk score, and the top rating proposals will be short-listed for further evaluation.
- Stage 3 – Initial Cost assessment. In stage 3, clarifications may be required in order to complete the cost assessment. Costs will be assessed over the whole contract life, in accordance with a predetermined costing model. A value for money assessment will be completed, and proposals will be further short listed based on value for money.
- Stage 4 – Vendor presentations, reference checks, further clarifications as required, and final compliance, cost, risk and value for money assessments. Where a clear result emerges, the relevant vendor will be assigned preferred vendor status.
- Stage 5 – If two or more proposals emerge from stage 4 with similar overall assessment, then an optional stage of best and final offers may be triggered at the Ministry of Transport's sole discretion. This stage will involve clarification of final Agreement (and contract schedule) arrangements, followed by final offers by vendors. The assessments will be updated with the results of the final offers, and a preferred vendor selected.
- Stage 6 – Contract formation. Should issues arise in contract formation that impact on the compliance, cost or risk assessment then the Ministry of Transport reserves the right to

update the results of the evaluation accordingly. Should this update result in a change to the final rankings of the top two rated solutions, then the second placed proposal from Stage 4 (or 5) may be promoted to preferred vendor status.

5.6 Compliance with specified requirements

5.6.1 Specific criteria and weightings will be applied to the business requirements, functional and technical requirements outlined in Part F of this RFT, and the contractual provisions outlined in Part D of the RFT to aid in the evaluation process.

5.6.2 The complete list of requirements and their importance levels are represented by the RFT Part C, Response Forms 1, 2a, 2b, 3, 4, and 5. Instructions on how to complete the Response Forms are also included in Part C.

5.6.3 The service requirements are specified in detail in the following sections of Part F:

- Section 1 Common Standard Requirements
- Section 2 Travel Planning
- Section 3 Customer Feedback
- Section 4 Voice Services (Call Centre and IVR)
- Section 5 Internet Services (Website, Content, Mobiles and Kiosks)
- Section 6 Management Framework
- Section 7 Performance Management & Billing
- Section 8 Technology Platform
- Section 9 Staffing, Training and Subcontractors
- Section 10 Transition (In and Out)

5.6.4 The requirements specified in all sections fall into two main categories:

- **Continuity of Services.** These are requirements that describe the existing ITIS services. The current ITIS services (or equivalents) must continue to be available under any new Agreement.
- **Enhancements of Services.** These requirements specify enhancements to existing transport information services or new features and functionalities which the Ministry of Transport seeks to implement under the new agreement.

5.6.5 Unless otherwise explicitly stated, requirements that are there to support the continuity of services must still be met after enhancements are introduced.

5.6.6 If a Tenderer finds that meeting the service enhancement requirements may interfere with Service Continuity requirements, the Tenderer must fully disclose these impacts and any proposed remedial actions in their Tender.

5.6.7 The tender evaluation will assess and assign a degree of compliance with the specified requirements of each tendered solution. By factoring in the level of importance for each requirement, the evaluation team will calculate an overall "Compliance" score for each area of the requirement. The scores for each area will also be weighted and used to calculate the overall compliance score for the each tender.

5.6.8 All Requirements are categorised into one of three levels of importance or criticality.

Mandatory	If a tender fails to meet any mandatory requirement it will be excluded from further evaluation and consideration.
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Highly Desirable	This is the default level of importance of requirements in this specification. These requirements will be relatively highly weighted in the evaluation process, when compared to "Desirable" requirements in the same area of the specification.
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Desirable

This level of requirements will be indicated specifically for features, functions or services that are sought by the Principal, but carry a lesser importance than other requirements in the same area of the specification.

5.6.9 Throughout the various sections describing the requirements (Part F), words like “must”, “should” or “shall”, etc may be used. These words do not imply any relative degree of importance of a particular requirement in the context of this RFT. The level of importance of a particular requirement (“Mandatory”, “Highly Desirable” or “Desirable”) is only defined in the Response Forms in Part C.

5.6.10 Tenderers may offer solutions that materially exceed the specified requirements of this RFT. If a tenderer believes that their solution offers such significant additional benefits, they should describe those benefits in the relevant areas in Part C Response Forms. The evaluation methodology allows for limited recognition of additional benefits offered by tendered solutions. Recognition or non-recognition of such alleged additional benefits is entirely at the discretion of the evaluation team and the Ministry of Transport.

5.7 Risk Assessment

5.7.1 Based on the Tenderer’s responses in Part C the tender evaluation team will also assess the risk associated with implementing the proposed solution and then determine an overall relative risk score.

5.7.2 Amongst other things, the risk assessment will evaluate:

- Level of relevant experience of the tenderer and sub-contractors
- Level of experience and availability of appropriate staff
- Financial viability of organisation
- Quality of references

5.8 Costs

5.8.1 The assessment of costs will include all costs over the entire life of the contract. A number of different scenarios may be combined to generate an overall cost assessment.

5.8.2 Tenderers are advised to include costs for all components of the proposed services. In the event that a tenderer does not provide full costing information, the Ministry of Transport may estimate the cost of these components of the service/solution, and include this estimate in the evaluation of the tenderer’s response.

5.8.3 Tenderers are advised to offer solutions that minimise risks to the Ministry of Transport. Where the Ministry of transport identifies a risk factor to do with the tenderer’s proposed solution that has not been adequately addressed in the tenderer’s response, the Ministry of Transport reserves the right to estimate the likely cost of mitigating that risk (where appropriate) and include such estimate in the evaluation of the tenderer’s response.

5.8.4 Economic factors will not be the only, or necessarily the principal criteria on which assessment and selection are based. However, it is essential that tenderers explain the financial structure and operation of their proposals in a clear and detailed fashion to enable sound judgements to be made on viability.

5.9 Post Tender Negotiations

5.9.1 Before making any determination as to acceptance or rejection of Tenders the Ministry of Transport may, at its discretion, elect to conduct limited negotiations with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted Conforming Tenders, to mutually improve outcomes.

5.9.2 The Ministry of Transport will generally not enter into negotiations to amend standard conditions of contract contained in Part D.

5.9.3 If the Ministry of Transport considers that none of the tenders are fully acceptable either due to the level of non-conformance or because they do not represent sufficient value for

money, but considers that full conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Ministry of Transport and made clear to the participants before the commencement of negotiation.

6 Agreement

6.1 The Agreement

- 6.1.1 The Agreement (Part D) is based on the NSW Government's Procure IT framework.
- 6.1.2 Tenderers are required to indicate their acceptance of all of the Contract terms and conditions of this Contract in full and without modification.
- 6.1.3 Tenderers who respond with anything less than full compliance with Clause 6.1.2 above and who do not explain in full their proposed alternative may be excluded from further consideration at the Ministry of Transport's sole discretion.
- 6.1.4 Anything other than full and unqualified compliance with Clause 6.1.2 above may have significant negative impact on the evaluation of the Tenderer's solution.
- 6.1.5 Responses to Clause 6.1.2 above that seek to negotiate contractual terms and conditions at a later stage will be deemed to be non-complaint.

6.2 Agreement Structure

- 6.2.1 The Agreement provides for a broad range of engagement models via the following modules:
 - MODULE 01 HARDWARE ACQUISITION AND INSTALLATION
 - MODULE 02 HARDWARE MAINTENANCE SERVICES
 - MODULE 03 LICENSED SOFTWARE
 - MODULE 04 DEVELOPMENT SERVICES
 - MODULE 05 SOFTWARE SUPPORT SERVICES
 - MODULE 06 IT PERSONNEL
 - MODULE 07 PROFESSIONAL SERVICES
 - MODULE 08 DATA MANAGEMENT
 - MODULE 09 TELECOMMUNICATIONS SERVICES
 - MODULE 09A TELECOMMUNICATIONS SERVICES - SPECIAL TERMS FOR GTA CATEGORY 1B SERVICES (BROADBAND LOCAL ACCESS)
 - MODULE 09B TELECOMMUNICATIONS SERVICES - SPECIAL TERMS FOR GTA CATEGORY 2 SERVICES (BROADBAND INTERNET ACCESS)
 - MODULE 10 WEB SERVICES
 - MODULE 11 MANAGED SERVICES
 - MODULE 11A SPECIAL TERMS RELATING TO MANAGEMENT OF GTA CATEGORY 1B SERVICES AND CORE NETWORK SERVICES
 - MODULE 12 SYSTEMS INTEGRATION SERVICES
- 6.2.2 Most services should be managed via Module 11 - Managed Services
- 6.2.3 To the extent required, other modules may be used for specific components of the Services.
- 6.2.4 Tenderer should indicate which if any components of the Services are proposed to be managed under modules other than Module 11, and why.
- 6.2.5 Tenderers should note that this Agreement (Part D) constitutes the whole of the agreement between the parties. No other separate agreements, licences, deeds or other forms of contract should be necessary in order to support delivery of the services.

7 Method of Acceptance

- 7.1.1 Acceptance of a tender will be subject to the execution of a formal Deed of agreement in the terms of Part D. Until the Ministry of Transport and the successful tenderer(s) execute a formal Deed or Deeds there will be no legally enforceable agreement concluded between them.

8 Disclosure Information

- 8.1.1 Following the Ministry of Transport's decision, all tenderers will be notified in writing of the outcome of their Tenders.
- 8.1.2 Details of tenderers and the outcome of the tender process will be disclosed in accordance with the *Freedom of Information Act 1989* and the NSW Government Tendering Guidelines, available at:
<http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>
- 8.1.3 An outline of these requirements can be found in Annexure 1 to Part B of this RFT.

9 Complaints Procedure

It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part D or the Statement of Requirements in Part F, it is invited to write in the first instance to:

The Probity Manager
ITIS Procurement Project
NSW Ministry of Transport
Level 21
227 Elizabeth St
Sydney
NSW 2000

ANNEXURE 1 TO PART B (Disclosure of Information)

Disclosure of information concerning tenderers and outcome of the tender process

1. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2 and found at <http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>, the following **tender information** is required to be disclosed -

Tender Type	Level of disclosure	Basis of disclosure
For all public calls for tender, expressions of interest or other such public calls which may result in a contract with the private sector.	<p>As a minimum:</p> <ul style="list-style-type: none"> a concise description of the proposed works, goods or services the subject of the tender call; the date responses to the tender call close and where responses are lodged; and location of the tender call documents. <p>The names and addresses of all entities which submit responses.</p>	<p>Routine public disclosure at the time tender calls are advertised.</p> <p>Routine public disclosure within 7 days of the date tender calls closed.</p>
In a multi-stage tender process.	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

2. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2, the following **contract** information is required to be disclosed -

Contract size and type	Level of disclosure	Basis of disclosure
<p>Class 1 contracts All government contracts with estimated value \$150,000 or above.</p>	<ul style="list-style-type: none"> a) The name and business address of the contractor; b) Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract; c) The date on which the contract became effective and the duration of the contract; d) Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract; e) The estimated amount payable to the contractor under the contract; f) A description of any provisions under which the amount payable to the contractor may 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<p>be varied;</p> <p>g) A description of any provisions with respect to the renegotiation of the contract;</p> <p>h) In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed; and</p> <p>i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	
<p>Class 2 contracts Class 1 contracts (i.e government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> - result from a direct negotiation where there has not been a tender process; or - have been the subject of a tender process and where the final contract terms and conditions are substantially negotiated with the successful tenderer (this includes alliance type contracts); or - involve operation or maintenance obligations for 10 years or longer; or - involve a privately financed project as defined by relevant Treasury guidelines; or - involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency. 	<p>The information required for class 1 contracts and:</p> <p>a) Particulars of future transfers of significant assets to the State at zero, or nominal cost to the State, including the date of their proposed transfer;</p> <p>b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer;</p> <p>c) The results of any cost-benefit analysis of the contract conducted by the agency;</p> <p>d) The components and quantum of the public sector comparator if used;</p> <p>e) Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges);</p> <p>f) Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved;</p> <p>g) Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into; and</p> <p>h) Particulars of any other key elements of the contract.</p>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p>Class 3 contracts Class 2 contracts where the estimated value of the government contract is \$5 million or more.</p>	<p>The information for class 1 and 2 contracts and the complete contract, less confidential information.</p> <p>Note: if some or all of a class 3 contract is not disclosed for reasons of confidentiality, the agency is to disclose:</p> <ul style="list-style-type: none"> • the reasons for not publishing the contract or provisions; 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<ul style="list-style-type: none">• a statement as to whether the contract or provisions will be published and, if so, when; and• where some but not all of the provisions of the contract have been disclosed, a general description of the types of provisions that have not been published.	
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3. Requests for disclosure of additional contract information

Tenderers must acknowledge that any person may make a specific request to the State Contracts Control Ministry of Transport for any item of contract information contained in schedules 1 or 2, or for a copy of a contract, which is not required to be routinely disclosed under section 15A of the *Freedom of Information Act 1989* ("FOI Act"). The State Contracts Control Ministry of Transport must provide the requested contract information or the requested copy of the contract to the requesting person (less any confidential information) within 60 days of receiving the request.

Where a copy of a contract has been requested and some or all of the contract is not provided for reasons of confidentiality, the State Contracts Control Ministry of Transport will disclose:

- the reasons for not providing;
- a statement as to whether the contract or provisions will be provided and, if so, when; and
- where some but not all of the provisions of the contract have been provided, a general description of the types of provisions that have not been provided.

4. Disclosure of amendments or variations to contract information under the FOI Act

The FOI Act requires that, if there is an amendment to the contract terms or a material variation made under the contract that changes information already routinely disclosed under the FOI Act, the State Contracts Control Ministry of Transport must ensure that the information concerning the change is routinely disclosed within 60 days after such amendment or variation becomes effective, less any confidential information. In the case of class 3 contracts, the full amendment or material variation, less any confidential information, must be disclosed within the 60 day timeframe.

5. Confidential information

None of the disclosure obligations contained in the FOI Act, or the requirements for disclosing tender information or a copy of a contract or information in relation to a contract under these guidelines, require the disclosure of:

- the commercial-in-confidence provisions of a contract (as defined in section 15A(14) of the FOI Act) (the contractor's financing arrangements; the contractor's cost structure or profit margins; the contractor's full base case financial model; any intellectual property in which the contractor has an interest; or any matter whose disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future.);
- details of any unsuccessful tender;
- any matter that could reasonably be expected to affect public safety or security; or
- information which would be exempt from disclosure if it were the subject of an application under the Freedom of Information Act.

Where such confidential information is withheld, the State Contracts Control Ministry of Transport must inform the requesting person that access to that information may be sought in accordance with the Freedom of Information Act. This will enable a person seeking the information to have the appeal rights available under the FOI Act...

6. Tenderers are invited to nominate items they consider are confidential and why.

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	Section 1 - Common Service Requirements					
1	1	Overview				
1	1.1	Solution to cover, Service Continuity and Service Enhancements.	M			
1	1.2	Detail compliance statements for requirements specified Section 1 and following:	HD			
1		1.2.1 Section 2 - Trip Planning Services.	HD			
1		1.2.2 Section 3 - Customer Feedback Services.	HD			
1		1.2.3 Section 4 - Voice Services.	HD			
1		1.2.4 Section 5 - Internet Services.	HD			
1		1.2.5 Section 6 - Service Management.	HD			
1		1.2.6 Section 7 - Performance Management and Billing.	HD			
1		1.2.7 Section 8 - Technology	HD			
1		1.2.8 Section 9 - Personnel and Subcontractors	HD			
1		1.2.9 Section 10 - Transitions	HD			
1	1.3	Contractor to take transaction volumes in Appendix B as base for response	HD			
1	1.4	Service Continuity and Service Enhancements	HD			
1	1.5	Solutions could be different in Service Continuity and Service Enhancements periods.	HD			
1	1.6	Can copy Service Enhancement compliance from Service Continuity.	HD			
1	1.7	Option to re-use existing hardware.	HD			
1	1.8	If new solutions are implemented in order to support Service Continuity:				
1		1.8.1 State all assumptions, costs & timeframes.	HD			
1		1.8.2 Identify risk and mitigation strategies.	HD			
1	2	General Requirements				
1	2.1	Meet or exceed all Common Service Requirements.	HD			
1	2.2	ITIS to be capable of:				
1		2.2.1 Providing integrated & cost effective Voice & Internet Services.	HD			
1		2.2.2 Electronically recording of each Customer query.	HD			
1		2.2.3 Accurately, reliable and timely transaction reporting.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		2.2.4	Providing information on related services provided by other State Government agencies.	HD			
1		2.2.5	Incorporating a mapping system for identifying locations and paths.	HD			
1		2.2.6	Providing continuous improvement of ITIS processes.	HD			
1	2.3		Transport modes:				
1		2.3.1	ITIS to be capable of providing information on all modes of transport.	HD			
1		2.3.2	ITIS to be capable of including new Agencies and modes of transport.	HD			
1	2.4		Describe the approach to the delivery of common ITIS transactions.	HD			
1	2.5		ITIS to be capable of providing information for the ITIS Coverage Area.	HD			
1	2.6		The current ITIS Coverage Area is shown on the map in Appendix A.	HD			
1	2.7		The ITIS Coverage Area will extend during the life of the Contract.	HD			
1	2.8		Component Services to comply with the KPIs.	HD			
1		2.8.1	The IVR and Internet Services must be available at all times.	HD			
1		2.8.2	The Call Centre Response Services must be available during its Hours of Operations.	HD			
1	2.9		The Contractor is required to:				
1		2.9.1	Recruit sufficient Call Centre Agents to meet all Voice Services related responsibilities.	HD			
1		2.9.2	Implement software upgrades, modifications, enhancements and corrections.	HD			
1		2.9.3	Provide reliable services and consistently meet the KPIs.	HD			
1		2.9.4	Provide independently auditable high standard of Customer service.	HD			
1		2.9.5	Provide auditable reporting, accounting and billing systems.	HD			
1		2.9.6	Assess, advise the Principal on, and implement new technologies.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		2.9.7	Provide reliable, effective and flexible backup and Disaster Recovery services.	HD		
1		2.9.8	Declare relevant valid ISO accreditations hold.	HD		
1	2.10		Provide detailed information about Emergency Response Planning	HD		
1		2.10.1	Major traffic or transit network disturbances	HD		
1		2.10.2	Extreme increase in demand on Contractor's resources	HD		
1		2.10.3	Shortfall of Contractor's resources	HD		
1	3		Security and Confidentiality of Information			
1	3.1		Required to handle, in a security conscious way, confidential information of:	HD		
1		3.1.1	The Principal and Agencies.	HD		
1		3.1.2	Other stakeholder organisations.	HD		
1		3.1.3	Other transport organisations.	HD		
1		3.1.4	Commercial organisations.	HD		
1		3.1.5	Members of the Public.	HD		
1	3.2		Solutions to adhere Department of Commerce Office of Information and Communications guidelines, in particular with the following:	HD		
1		3.2.1	Guide to Labelling Sensitive Information.	HD		
1		3.2.2	Information Security Guidelines.	HD		
1		3.2.3	ASCI 33 - Security guidelines for Australian Government IT Systems.	HD		
1		3.2.4	AS/AZS ISO/IEC 27001:2006 - Information security management systems.	HD		
1		3.2.5	AS/AZS ISO/IEC 27002:2007 - Code of practice for information security management.	HD		
1	3.3		"In-confidence" information is defined as any information that, if made available for purposes other than those for which it is provided, could:			
1		3.3.1	Cause substantial distress to individuals or private entities.	HD		
1		3.3.2	Cause (directly or indirectly) financial loss for individuals or private entities.	HD		
1		3.3.3	Prejudice an investigation.	HD		
1		3.3.4	Facilitate the commission of crime.	HD		

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		3.3.5	Breach the confidence of information provide by third parties.	HD			
1		3.3.6	Impede the effective development or operation of Government policies.	HD			
1		3.3.7	Breach statutory restrictions on disclosure of information.	HD			
1		3.3.8	Disadvantage the Government in commercial or policy negotiations with others.	HD			
1		3.3.9	Undermine the proper management of public sector and its operations.	HD			
1	3.4		Personal data means any information that can be used to identify a person, such as:				
1		3.4.1	First or Last Name.	HD			
1		3.4.2	Date of Birth.	HD			
1		3.4.3	Address.	HD			
1		3.4.4	Contact details.	HD			
1		3.4.5	Any other information field containing any of the above.	HD			
1	3.5		In-confidence information must be protected against:				
1		3.5.1	Theft, failure or disposal of physical hardware equipments.	HD			
1		3.5.2	Unintended functionality made available in software systems.	HD			
1		3.5.3	Storing the data in clear text and not using the MoT ICT approved encryption method.	HD			
1		3.5.4	Unauthorised and/or unaudited access to hardware or software.	HD			
1		3.5.5	Attacks from internal and external sources to infrastructure.	HD			
1		3.5.6	Poor integration with third party systems that provides unintended access to data.	HD			
1	3.6		Immediate notification of the Principal, if any "in-confidence" data is accessed by unauthorised users.	HD			
1	4		Transport Data				
1	4.1		Become thoroughly familiar with the Transport Data and Data Sources.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	4.2		The Data Sources to be the main sources of information for ITIS.	HD			
1	4.3		Access the Transport Data and Data Sources without requiring the Agencies to modify their existing systems.	HD			
1	4.4		The Agencies may provide supplementary Transport Data, which does not reside on the Data Sources.	HD			
1	4.5		Accurate transfer of the Transport Data from Principal's data repositories.	HD			
1	4.6		Explain the abilities for interfacing, data loading and transformation of Transport Data.	HD			
1	4.7		Accept updated data from the Agencies and make available to Customers, as follows:				
1		4.7.1	Major service and timetable update information changes in accordance with the KPIs.	HD			
1		4.7.2	Daily timetable variations in accordance with the KPIs.	HD			
1		4.7.3	Changed Transport Conditions through the IVR in accordance with the KPIs.	HD			
1	4.8		Subject to receipt of data and quality of content, the Contractor is required to:				
1		4.8.1	Update data for all relevant systems according to KPIs.	HD			
1		4.8.2	Maintain audit log showing the date & time of data receipt and when update took place.	HD			
1	4.9		Provide the Principal with secured access to the data recorded in all relevant systems.	HD			
1	5		Reporting				
1	5.1		Meet the Service Continuity reporting requirements specified in Appendix D of Section 1.	HD			
1	6		Related Projects				
1	6.1		There are related projects that may have an impact on the delivery of ITIS.	HD			
1	6.2		Indicate the understanding and acceptance of the information on related projects.	HD			
1	7		Key Targets for Developments				
1	7.1		ITIS to support greater flexibility for service extension via a central information hub.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	7.2			Improving the Customer experience, service quality and cost-effectiveness	HD			
1	7.3			ITIS to become more consistent and integrated	HD			
1	7.4			Examples of proposed Service Enhancements include:				
1		7.4.1		Automation of query calls via IVR	HD			
1		7.4.2		Keep detailed records on all transactions	HD			
1		7.4.3		Provide accurate, reliable and timely transaction statistics, performance reports and etc.	HD			
1		7.4.4		Incorporating additional travel and Special Events information services.	HD			
1		7.4.5		Improved, integrated, managed end to end Customer Feedback Services.	HD			
1		7.4.6		Improve the use of geographical maps especially for Trip Planning and presentation.	HD			
1		7.4.7		Enabling the use of ITIS facilities and data by third parties.	HD			
1		7.4.8		Handle real-time temporary ITIS timetable and other data changes.	HD			
1		7.4.9		Employ protection against automated form submissions for all forms published on the Internet Services.	HD			
1	8			Quality of Service and KPIs for Service Enhancements				
1	8.1			Identify any operational impact and associated risks of proposed Service Enhancements.	HD			
1	8.2			Ensure that all Service Enhancements are implemented without impacting on delivery and quality of Component Services.	HD			
1	8.3			The KPIs specified under Service Continuity will not be relaxed when Service Enhancements are implemented.	HD			
1	8.4			The KPIs will be tightened as Service Enhancements are implemented.	HD			
1	8.5			New KPIs will be set with the Agencies prior to the approval of Service Enhancements.	HD			
1	8.6			New KPIs may be reviewed after a transitional period.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	9		Working with Third Parties				
1		9.1	Acknowledge and facilitate future engagements with third parties:				
1		9.1.1	The Principal may work with third parties to enhance the scope, quality and reach of ITIS.	HD			
1		9.1.2	Such arrangements may include provision of data or information by or to third parties.	HD			
1		9.1.3	The Principal may establish commercial relationships with third parties in order to achieve ITIS goals and objectives.	HD			
1		9.1.4	Third parties may be permitted to establish ITIS-like public transport information services.	HD			
1		9.2	Not to withhold co-operation in the implementation of any changes to the Contract as a result of engagement with third parties.	HD			
1		9.3	The Contractor is not granted exclusive rights to provide any of the Component Services.	HD			
1	10		Reducing Net Costs				
1		10.1	Reduce the costs of conducting the Component Services whilst meeting the KPIs.	HD			
1		10.2	Generate revenue using the Component Services through commercial relationships.	HD			
1	11		Alternative Data Sources and Data Maintenance Services				
1		11.1	ITIS depends on Agencies to source the data upon which Component Services are based.	HD			
1		11.2	Deal with data availability and accuracy issues of smaller transport service providers.	HD			
1		11.3	The proposed solutions to deal with data availability and accuracy issues may include:				
1		11.3.1	Manual data collection of timetable data from published timetables or route information.	HD			
1		11.3.2	Manual or GPS based collection of access points, route or Transit Location data.	HD			
1		11.3.3.	Manual collection of specialised route data and transport services.	HD			
1		11.3.4	Creation of mode interchange maps, 3D models and other useful information.	HD			
1	12		Reporting				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	12.1		Provide data analysis and reporting solution that allows the Principal to:				
1		12.1.1	Conduct multidimensional analyses on the data.	HD			
1		12.2.2	Output the report and analyses results to screen, paper, webpage or to a file format.	HD			
1	12.2		Provide and maintain a reporting data structure that shields:				
1		12.2.1	Production systems from the performance impacts of analyses and reports.	HD			
1		12.2.2	The report developer from the need to understand the raw data names and structures.	HD			
1	12.3		The data analysis and reporting solution to:				
1		12.3.1	Support appropriately secured development, testing and run-time environments.	HD			
1		12.3.2	Allow authorised personnel to pass parameters to the reports at run-time.	HD			
1		12.3.3	Prevent unauthorised users from accessing data they are not authorised to access.	HD			
1		12.3.4	Provide a web based interface for the design of reports and executing pre-defined reports.	HD			
1		12.3.5	Provide options for presenting the report and analyses results in tables and graphs.	HD			
1		12.3.6	Allow the report and analyses results to be readily incorporated into other documents.	HD			
1		12.3.7	Support interactive and intuitive drill down to additional reporting details as required.	HD			
1		12.3.8	Allow flexible reformatting of outputs to achieve professional quality results.	HD			
1	12.4		Provide quotations on the basis that Principal requires approximately:				
1		12.4.1	5 user licenses to develop reports and analyses.	HD			
1		12.4.2	20 user licenses for running pre-developed reports and analyses.	HD			
1	-		Section 1 - Appendix D: ITIS Reports				
1	13		Reporting Requirements				
1	13.1		Collect and keep reliable usage statistics about all services in sufficient detail allowing:	HD			
1		13.1.1	Manage day-to-day public transport operations.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		13.1.2	Identify problem areas.	HD			
1		13.1.3	Improve quality of services.	HD			
1		13.1.4	Implement efficiency improvements and cost saving initiatives.	HD			
1		13.1.5	Analyse trends, assess requirements for Special Events or service disruptions, and accurately allocate service costs.	HD			
1	13.2		The following reporting requirements are common to all services and provide the ability to:	HD			
1		13.2.1	Produce reports for a specified date, week, month year or date ranges.	HD			
1		13.2.2	Filter and/or group the report results by one or many of the reporting parameters.	HD			
1		13.2.3	Present the reporting results by count, percentage, frequency values and totals and further grouped by day, week, month or year for 13 months rolling data.	HD			
1		13.2.4	Drill-down feature allowing to view the details of summarised or grouped report results.	HD			
1		13.2.5	Access to reports for at least five years worth of data.	HD			
1		13.2.6	Perform five year trend analysis in which reports can be compared at higher levels.	HD			
1		13.2.7	Configure the fields of a report.	HD			
1		13.2.8	Export results to common report file formats.	HD			
1		13.2.9	Grant access levels to authorised users according to their roles and organisations.	HD			
1	13.3		The Principal to have access to all of the reports on an ad-hoc basis.	HD			
1	13.4		"Monthly" or "Billing" report requirement is specified in the "Report Period" column.	HD			
1	13.5		The "Billing" report requirement for Service Enhancements is not specified.	HD			
1	14		Trip Planning				
1	14.1		Report - Transaction Statistics.	HD			
1	14.2		Report - Top 100 Transactions Summary.	HD			
1	14.3		Report - Delivery Channels.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		14.4		Report - Demand Analysis.	HD			
1		14.5		Report - Output Ratio Analysis.	HD			
1		14.6		Report - Soundex Usage.	HD			
1		14.7		Include a generic multidimensional analysis utility, allowing to:	HD			
1			14.7.1	Select any subset of trips by any of the trip parameters specified in the trip planning run.	HD			
1			14.7.2	Assign any of the trip parameters, result fields or aggregates of fields to any dimension.	HD			
1		14.8		Ability to create views of inter-dependencies.	HD			
1	15			Customer Feedback				
1		15.1		Report - Transactions Summary.	HD			
1		15.2		Report - Transaction Details.	HD			
1		15.3		Report - Performance.	HD			
1		15.4		Report - Quality.	HD			
1		15.5		The Principal requires data mining capabilities allowing multidimensional analysis.	HD			
1		15.6		Draft CFS records to be excluded from report results.	HD			
1		15.7		Report - Feedback (Transactions) Summary.	HD			
1		15.8		Report - Incident and Special Events.	HD			
1		15.9		Report - Input.	HD			
1		15.1		Report - Process.	HD			
1		15.11		FAQ Candidate Issues.	HD			
1	16			Voice Services				
1		16.1		Report - Transactions Summary.	HD			
1		16.2		Report - Call Transaction Types.	HD			
1		16.3		Report - Infoline Performance.	HD			
1		16.4		Report - IVR Performance.	HD			
1		16.5		Report - TTY Performance.	HD			
1		16.6		Report - TTY Log.	HD			
1		16.7		Report - Call Transaction Types (enhanced).	HD			
1	17			Internet Services				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	17.1		Ability to compare common statistics of services delivered via the Internet channels, which include:	HD			
1		17.1.1	Total number of visits and visitors.	HD			
1		17.1.2	Total number of sessions served.	HD			
1		17.1.3	Average time of sessions served.	HD			
1		17.1.4	Total number of page impressions.	HD			
1		17.1.5	Total number of unique page impressions.	HD			
1		17.1.6	Average time spent using the services.	HD			
1	17.2		Report - Visitor Statistics.	HD			
1	17.3		Report - Traffic Statistics.	HD			
1	17.4		Report - Content Statistics.	HD			
1	17.5		Report - Visitor Statistics (enhanced).	HD			
1	17.6		Report - Traffic Statistics (enhanced).	HD			
1	17.7		Report - Membership Statistics (enhanced).	HD			
1	18		Performance, Billing and Management				
1	18.1		Report - MoT Monthly Invoice.	HD			
1	18.2		Report - MoT KPI.	HD			
1	18.3		Report - Change Requests and Outages.	HD			
1	18.4		Report - ITIS Data Load.	HD			
1	18.5		Report - Call Charges from Communications Service Provider.	HD			
1	18.6		Report - Direct Number Reports from Communications Service Provider.	HD			
1	18.7		Report - Quality	HD			
1	18.8		Report - Automated User Sessions.	HD			
1	18.9		Report - Service Reduction.	HD			
1	19		Performance Monitoring				
1	19.1		Including following performance monitoring facilities for the Principal and the Agencies:				
1		19.1.1	Call Centre Agent-like access by the Principal and the Agency personnel.	HD			
1		19.1.2	Direct monitoring of service performance by the Principal and the Agency personnel.	HD			
1		19.1.3	Performance monitoring through Customer audits, Feedback and "Mystery Shopping".	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2	Section 2 - Trip Planning Services					
2	1	Overview				
2	1.1	Contractor must provide a Trip Planning Solution	M			
2	1.2	During Service Continuity may use existing Trip Planner.	HD			
2	1.3	The Trip Planner used on the ITIS Website is IPTISNet from Jeppesen.	HD			
2	1.4	The IPTISNet uses Mapinfo for geospatial data.	HD			
2	1.5	Contractor should describe its proposed trip planner	HD			
2	1.6	If new Trip Planner be implemented for Service Continuity:				
2		1.6.1 Specify all the assumptions, costs and timeframe implications of this approach.	HD			
2		1.6.2 Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
2	1.7	If existing Trip Planner be retained for Service Continuity:				
2		1.7.1 Specify all the assumptions, costs and timeframe implications of this approach.	HD			
2		1.7.2 Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
2	2	General Requirements				
2	2.1	Describe the process used to identify data conflict issues.	HD			
2	2.2	Resolve identified data conflict issues according to Problem Management processes set out in Section 6.	HD			
2	2.3	The Trip Planner to allow Customers and Call Centre Agents to locate addresses and routes rapidly	HD			
2	2.4	The Trip Planner served via Internet Services to be accessible via an Internet browser without requiring installation of client side application software.	HD			
2	2.5	Trip Planner to use the same data and algorithms for both Customer and Call Centre Agent queries.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2	2.6		If Call Centre specific Trip Planner interface is used, explain how such interfaces meet the high productivity needs of Call Centre Agents.	HD			
2	2.7		The Call Centre Agent to be able to build a trip plan according to Customer preferences.	HD			
2	2.8		All trip plans to be presented using a map showing streets, bus stops, lines, routes, stations and wharfs.	HD			
2	2.9		The Trip Planner to:				
2		2.9.1	Accept and process the timetable and route information from multiple data sources.	HD			
2		2.9.2	Provide a facility to input or update the timetable and route information manually.	HD			
2		2.9.3	Manually entered data to be used as an interface for smaller transport providers or make corrections.	HD			
2		2.9.4	Ensure that all trip plans are generated according to the timetable and route data processed.	HD			
2		2.9.5	Ensure that all trip segments are shown on the map and routes are realistic and as accurate as possible.	HD			
2		2.9.6	No architectural limit to transit network area or complexity	HD			
2		2.9.7	Group landmarks by types of places of interests.	HD			
2	2.10		The Trip Planner to be easy to use and user friendly. Explain usability best practices and guidelines followed.	HD			
2	2.11		The Trip Planner to:				
2		2.11.1	Include 'Soundex' feature for English language.	HD			
2		2.11.2	List all streets with common name to help in searches.	HD			
2		2.11.3	Calculate fares based on the Agencies' fare structures.	HD			
2		2.11.4	Print maps and itineraries for Customers.	HD			
2		2.11.5	Define and name entrance locations to underground or large stations or major interchanges with multi entrances.	HD			
2		2.11.6	Specify direct walking instructions and distances.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		2.11.7	Give walking itineraries.	HD			
2		2.11.8	Record the trip planning queries for reporting purposes.	HD			
2	2.12		Call Centre Agents to be able to provide a trip plan itinerary and other relevant information to Customers.	HD			
2	2.13		Support connectivity to automatic vehicle location systems to update schedules or trip plans in real-time.	HD			
2	2.14		State the experience and suggestions as to how to integrate additional known data into trip planning results.	HD			
2	2.15		Explain if and how the trip planning information can be shared with third party service providers by:	HD			
2		2.15.1	Integrating Trip Planner functionality into third party systems.	HD			
2		2.15.2	Enabling settings of trip planning preferences by the requesting third party systems.	HD			
2		2.15.3	Retaining branding information for third parties.	HD			
2	2.16		Explain if and how the Trip Planning Services can share the trip planning data with third party systems.	HD			
2	2.17		Interfaces for third parties to require minimal effort. Describe	HD			
2		2.17.1	The way in which the interfaces will be deployed.	HD			
2		2.17.2	The control process over the deployment.	HD			
2	2.18		The Trip Planner to support the ability to automatically specify some Special Events as destinations.	HD			
2	2.19		Ability to set up pre-configured trips for Special Events.	HD			
2	2.20		Provide an interface for management and maintenance of additional Transit Location information including:				
2		2.20.1	Access point descriptions and icons.	HD			
2		2.20.2	Interchange descriptions, icons and maps.	HD			
2		2.20.3	Taxi rank descriptions, contact details and icons.	HD			
2		2.20.4	Facility and amenity descriptions and icons.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		2.21		Provide an interface where third parties are able to feed or input traffic anomaly data into the Trip Planner.	HD			
2	3			Entering of Trip Requests				
2		3.1		The Trip Planner to be accessible via Internet Services and Voice Services delivery channels.	HD			
2		3.2		Trip planning via Internet Services is self serviced and via Voice Services is handled by Call Centre Agents.	HD			
2		3.3		Trip planning enquiries are grouped as <i>Basic</i> and <i>Full</i> :				
2			3.3.1	<i>Basic</i> trip planning enquiry has limited number of conditions to set.	HD			
2			3.3.2	<i>Full</i> trip planning enquiry allows for more input than <i>Basic</i> .	HD			
2			3.3.3	All input submitted to the Trip Planner to be validated and where applicable inputs to be confirmed.	HD			
2		3.4		Provide the ability to define landmarks or common departure and destination points.	HD			
2		3.5		Provide intelligent data input for complex trip planning parameters with minimum key strokes or mouse clicks.	HD			
2		3.6		Ability to specify departure and destination points by using an interactive map.	HD			
2		3.7		Multiple location, landmark or address matches to be presented for Customer to select the preferred one.	HD			
2		3.8		Customer to be able to set additional travel preferences:				
2			3.8.1	Give preference to lowest cost for the entire trip.	HD			
2			3.8.2	Options supporting wheelchair access and lifts.	HD			
2			3.8.3	Options to specify and identify park & ride and kiss & ride facilities at Transit Locations and interchanges.	HD			
2			3.8.4	Option to specify maximum walking distance.	HD			
2			3.8.5	Options involving cycling, taxis or use of private cars.	HD			
2			3.8.6	Ability to set a specific walking time to be used for walks in interchanges.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		3.8.7	Ability to include or exclude pre-pay only services.	HD			
2		3.8.8	Ability to perform suburb to suburb full trip plans.	HD			
2	3.9		All default preference selections to be configurable.	HD			
2	3.10		Supporting return trips or follow-up trips to be easy.	HD			
2	4		Presentation of Trip Planning Results				
2	4.1		When displaying trip planning results, the Trip Planner to be able to:				
2		4.1.1	Suggest the best routes in accordance with preferences.	HD			
2		4.1.2	Display the journey on a detailed map.	HD			
2		4.1.3	Provide itineraries including walking paths and distances.	HD			
2		4.1.4	Provide journey instructions in plain English.	HD			
2		4.1.5	Describe inter-modal transfers.	HD			
2		4.1.6	Support the filtering of journey options by accessibility.	HD			
2		4.1.7	Support the display of alternative times, if any.	HD			
2		4.1.8	Allow easy update the time of journey and re-submission of the trip planning enquiry.	HD			
2		4.1.9	Present all available information about a trip segment.	HD			
2		4.1.10	Indicate accessibility features of the Transit Locations, interchanges and services along the route.	HD			
2		4.1.11	Provide an option to plan a return trip for the current journey being viewed.	HD			
2		4.1.12	Support the planning of trips taking into consideration variations related to the bus services.	HD			
2	4.2		Indicate how the following requirements will be met:				
2		4.2.1	Ability to examine alternative trips by segments, properties or features of the trip.	HD			
2		4.2.2	Suggest the best routes by the trip's costs.	HD			
2		4.2.3	Segments of a trip should include any travel restrictions, display map and Transit Location or interchange details.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2	4.2.4	Support sorting and/or filtering of journey options by the trip's properties.	HD			
2	4.2.5	Provide descriptions of walking, cycling or driving segments including turns and parking instructions.	HD			
2	4.2.6	Display Transit Locations, interchanges closest to a given location, the routes serving these stops and the service times at these stops.	HD			
2	4.2.7	Optionally display details about a Transit Location.	HD			
2	4.2.8	Provide itineraries including and distinguishing between walking, cycling and waiting times.	HD			
2	4.2.9	Present alternative trip plans, sorted by the degree to which they match specified travel preferences.	HD			
2	4.2.10	Where a journey involves changes of services provide information describing where the changes occur.	HD			
2	4.2.11	Ability to easily update one or more of the journey parameters and re-submit the trip planning enquiry.	HD			
2	4.2.12	Any current active service disruptions to be shown as annotation against the trip segment in question.	HD			
2	4.2.13	Explain if proposed trip planning solution is capable of utilising Changed Traffic Conditions in its scheduling.	HD			
2	4.2.14	Trip Planner accessed via the ITIS Website to remember the Customer's last five trip plans.	HD			
2	4.2.15	Offer corporate Customers ready-made trip plans on their web pages.	HD			
2	4.2.16	The Customer to be able to share a trip plan with others	HD			
2	4.2.17	All itineraries created using the Trip Planner to include the ITIS logo.	HD			
2	4.2.18	The presentation of results to support navigation by dedicated maps or photographs created for complex interchange nodes.	HD			
2	4.2.19	The Trip Planner to include a fare calculator for all public transport modes.	HD			
2	4.2.20	Calculators to be provided for alternative travel indicating differences in calories used, carbon foot print and typical cost for a taxi ride or a private car.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		4.2.21	The trip plan information to include location and availability of car parking and taxi ranks; accessibility availability etc.	HD			
2	5		Reporting Requirements				
2		5.1	Meet the analysis reporting requirements.	HD			
3	Section 3 - Customer Feedback Services						
3	1		Overview				
3		1.1	Read in conjunction with other relevant Sections.	HD			
3		1.2	For Service Continuity, the existing CFS to be used.	HD			
3		1.3	Meet the analysis reporting requirements.	HD			
3		1.4	Meet the performance reporting requirements.	HD			
3		1.5	Meet the KPIs.	HD			
3	2		General Requirements for Service Continuity				
3		2.1	Manage the Feedback calls and emails, including the Minister's Hotline calls using the CFS.	M			
3		2.2	Achieve high First Customer Contact Resolution rate	HD			
3		2.3	Feedback to be recorded in the CFS and allocated to internal or Agency personnel.	HD			
3		2.4	The Minister's Hotline calls to be answered by first available CFS Call Centre Agent.	HD			
3		2.5	All Feedback to be electronically recorded and to be reported on. Both recording and reporting of Feedback to comply with AS ISO 10002-2006 standards.	HD			
3		2.6	The Principal to approve the procedures and guidelines developed by the Contractor.	HD			
3		2.7	Procedures and guidelines to be housed in the library at the Call Centre.	HD			
3		2.8	Minor procedures and guidelines updates to be communicated daily to the Call Centre Agents.	HD			
3		2.9	Major procedural changes to form part of the Change Control procedures.	HD			
3		2.10	Changes to procedures to be forwarded to the Call Centre in written format via the Contract Manager.	HD			
3		2.11	Ensure that:				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		2.11.1	Feedback content are accurate and complete.	HD			
3		2.11.2	First tier feedback resolution rate requirement is met.	HD			
3		2.11.3	"Urgent" calls are correctly identified and prioritised.	HD			
3	2.12		Customer Feedback must be accessible via the Call Centre Response Services.	HD			
3	3		General Requirements for Service Enhancements				
3	3.1		Registered Customers to have access to additional CFS functionalities.	HD			
3	3.2		Related Service Enhancements KPIs to be reviewed and amended as appropriate for the cut-over.	HD			
3	3.3		Propose a surveying solution that can be utilised through the Voice Services and Internet Services:	HD			
3		3.3.1	Allow easy management of surveys.	HD			
3		3.3.2	Support analysing the responses.	HD			
3		3.3.3	Support limited integration with other systems, particularly with the CFS.	HD			
3		3.3.4	Allow exporting of all survey responses to third party products.	HD			
3	4		Transaction Types and Services				
3	4.1		Access to Customer Feedback Services via the IVR.	HD			
3	4.2		The CFS Call Centre Agent handling Feedback to:				
3		4.2.1	Record the details of the Feedback in the CFS.	HD			
3		4.2.2	Allocate the Feedback to relevant area of referral.	HD			
3		4.2.3	Respond to Customers as is reasonably possible.	HD			
3		4.2.4	Resolve the Feedback, where possible.	HD			
3		4.2.5	Record the response details and update the Feedback status accordingly.	HD			
3	4.3		Provide the service for all of the Agencies.	HD			
3	4.4		As Feedback is logged, it is sent electronically to the 'Area of Referral' for case management and resolution.	HD			
3	4.5		"Urgent" Feedback is to be routed immediately to the relevant area of referral, while Customer is on the phone.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	4.6		Escalate all "Urgent" Feedback immediately by phone to nominated escalation points.	HD			
3	4.7		The Principal to provide escalation points and processes.	HD			
3	4.8		Feedback handling must comply with comply with Australian Standard AS ISO 10002-2006.	HD			
3	4.9		The Customer to be able to lodge Feedback on 131500.com.au.	HD			
3	4.10		Different modes of transport to have specific Feedback forms as follows				
3		4.10.1	Train and Ferry Feedback form.	HD			
3		4.10.2	Bus Feedback form.	HD			
3		4.10.3	Taxi Feedback form.	HD			
3		4.10.4	131500.com.au Feedback form.	HD			
3	4.11		Accept, record, categories and process the Feedback via the Internet Services.	HD			
3	4.12		A CFS must be utilised for recording Feedback details, organising its processing, analysis and reporting.	HD			
3	4.13		To the extend possible, following information to be recorded for each Feedback:				
3		4.13.1	Feedback type.	HD			
3		4.13.2	Incident time, location, mode and direction of travel.	HD			
3		4.13.3	Vehicle, passenger ticket number and persons involved.	HD			
3		4.13.4	Nature of the incident and health & safety implications.	HD			
3		4.13.5	Customer verbatim version of events.	HD			
3		4.13.6	Customer name and contact details.	HD			
3		4.13.7	Action required, if any.	HD			
3	4.14		The Customer to be provided with the following after Feedback is entered into the CFS:				
3		4.14.1	Feedback identification number.	HD			
3		4.14.2	Actions to be undertaken in response to the Feedback.	HD			
3		4.14.3	Area of Referral.	HD			
3		4.14.4	Process of handling Feedback.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		4.14.5	Where the Customer indicated the need for a call back, it to be provided by the Area of Referral (internal / external).	HD			
3	4.15		Ensure that the following Feedback details are correctly set or processed:				
3		4.15.1	Urgency of Feedback.	HD			
3		4.15.2	2nd or later backs querying an existing Feedback.	HD			
3		4.15.3	Relevant escalation points and processes.	HD			
3	4.16		Treat all calls to the Minister's Hotline as per standard Feedback handling and processing.	HD			
3	4.17		Provide Feedback and KPI reports.	HD			
3	4.18		The Principal may conduct an audit review of Customer Feedback Services.	HD			
3	4.19		Perform Customer Feedback Services in accordance with the "Security and Confidentiality of Information" requirements.	HD			
3	5		New CFS				
3			System Overview				
3	5.1		The CFS to be Internet based solution used to capture, process and resolve Feedback.	HD			
3	5.2		The CFS to be implemented as a centralised solution with data segregation and custom configuration support.	HD			
3	5.3		The CFS to be used for following purposes:				
3		5.3.1	Provide easy access to current or closed similar Issues.	HD			
3		5.3.2	Automatic escalation of overdue Issues.	HD			
3		5.3.3	Define global and Agency specific resolution settings.	HD			
3		5.3.4	Serve as a communications tool between Agencies and Customers.	HD			
3		5.3.5	Produce summary and detailed Feedback reports.	HD			
3		5.3.6	Integrate with 131500.com.au to capture Case and Issue details; provide progress details to Registered Customers.	HD			
3		5.3.7	Act as repository of actions and correspondences with respect to Cases and Issues.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		Functional Requirements				
3	5.4	Login to CFS:				
3	5.4.1	All CFS users are required to login to the CFS.	HD			
3	5.4.2	Login to authenticate CFS user's credentials.	HD			
3	5.4.3	Unsuccessful login attempts to temporarily disable the account attempting to login.	HD			
3	5.4.4	All failed login attempts to be logged in the CFS.	HD			
3	5.4.5	Provide information on the single sign on capabilities.	HD			
3	5.5	Create a Case:				
3	5.5.1	All CFS users, including Customers, to be able to create a Case.	HD			
3	5.5.2	The mandatory information, service and issue classifications depend on the nature of Issue and CFS user's role creating the case.	HD			
3	5.5.3	A Case can be reported via multiple methods/channels.	HD			
3	5.5.4	Allow easy adding of new Case capturing methods.	HD			
3	5.5.5	A Customer to be able to create Cases via 131500.com.au or Agency's website without authenticating.	HD			
3	5.5.6	The "Create a Case" function to be made available to external systems such as Agency's website.	HD			
3	5.5.7	A Case submitted via 131500.com.au or Agency's website to only be stored as a draft record until further processed by a Call Centre Agent.	HD			
3	5.5.8	Check if the Customer already has an existing record.	HD			
3	5.5.9	Allow nominating the searchable data fields as unique identifiers in the system's configuration.	HD			
3	5.5.10	Prompt Call Centre Agent to confirm whether the Customer is an existing or a new one, where applicable.	HD			
3	5.5.11	A Case can have multiple Issues involving several modes of transport and Agencies.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.5.12	If Customer is not anonymous, each Case to allow for capturing Customer's name, contact and address details.	HD			
3	5.5.13	A typical Transport Service related Issue to allow capturing of all information needed to assist the processing of the Issue.	HD			
3	5.5.14	A typical non-Transport Service related Issue to allow capturing of minimum information needed to processing of the Issue.	HD			
3	5.5.15	Allow the Agency specific configuration of the mandatory and optional Case and Issue metadata.	HD			
3	5.5.16	Ability to sort Category, Subject and Service selection lists by hierarchies, names or usage frequencies.	HD			
3	5.5.17	Check for similar Issues as a background process and display results grouped by Incidents and Special Events.	HD			
3	5.5.18	The Issue similarity check to be done by comparing the key fields' values against existing Issues for a time range.	HD			
3	5.5.19	Allow configuring the default Issue similarity criteria in systems' configuration.	HD			
3	5.5.20	A CFS user to be able to alter the default criteria (in "Create a Case" mode) for the Issue similarity check performed by the CFS.	HD			
3	5.5.21	Ability to associate an Issue with an Incident and/or Special Event.	HD			
3	5.5.22	Where a Customer associates an Issue with an Incident and/or Special Event; based on their satisfaction levels an Issue can automatically be closed or referred to a Call Centre Agent.	HD			
3	5.5.23	Each new Case to have a unique reference number.	HD			
3	5.5.24	The unique Case reference number to be generated in a way that impedes reconstruction of numbers of Cases.	HD			
3	5.5.25	A Case lodged by an existing Customer to be recorded against the Customer's existing record.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.6			Search/Browse Cases:				
3		5.6.1		A Customer to be able to track Case status on 131500.com.au.	HD			
3		5.6.2		A Customer's view of a Case must be limited	HD			
3		5.6.3		Registered Customer to be able to view detailed information of an existing Case.	HD			
3		5.6.4		All Registered Customers to be able to only browse and view the details of the Cases they created.	HD			
3		5.6.5		All Registered Customers to be able to access extended Case details only after authentication via 131500.com.au.	HD			
3		5.6.6		Ability to search and browse Cases by any Case field.	HD			
3		5.6.7		Support free-text search	HD			
3		5.6.8		All Registered Customers and CFS users to be able to identify and view Cases with outstanding Issues.	HD			
3		5.6.9		All CFS users to be able to easily view all outstanding Cases ordered by priority and number of days since created.	HD			
3		5.6.10		Search and browsing to list and group the matching Cases under Case attributes and properties.	HD			
3		5.6.11		All CFS users to be able to re-order the matching Case results by column headers.	HD			
3		5.6.12		All CFS users to be able to save a search input criteria and/or the format results are presented in as a personal or shared search template.	HD			
3		5.6.13		A CFS user to be able to open and run his/her personal and other shared search templates.	HD			
3	5.7			Update a Case or an Issue:				
3		5.7.1		All Registered Customers to be able to add additional information to an existing Case.	HD			
3		5.7.2		When additional information is added to a Case or an Issue, the record should be marked accordingly.	HD			
3		5.7.3		Ability to configure Registered Customer's ability to update a Case or an Issue online.	HD			
3		5.7.4		All CFS users to be able to update all the details of an Issue, for a given Case status.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.7.5	All CFS users to be able update referenced records as part of the updating of a Case or an Issue.	HD			
3	5.7.6	Any change to important Issue details to automatically create an Audit Log entry.	HD			
3	5.8	Allocate Issues of a Case:				
3	5.8.1	A Case can have several Issues allocated to one or different Agencies.	HD			
3	5.8.2	An Issue can only be allocated to a single Agency at one given time.	HD			
3	5.8.3	Issues registered in a Case can be allocated to Agencies within the creation process.	HD			
3	5.8.4	If Case has Issues that are yet to be allocated, Call Centre Agents to be able to allocate these Issues to relevant Agencies.	HD			
3	5.8.5	Automatically suggest an allocation based on Issue details such as mode of transport.	HD			
3	5.8.6	Support both centralised and decentralised ways of managing Cases.	HD			
3	5.8.7	An Issue linked to Incident or a Special Event associated with an Investigator to be automatically assigned.	HD			
3	5.8.8	When an Issue is allocated, a nominated person at the Agency to be notified of the allocation.	HD			
3	5.8.9	Allow allocation notifications to be switched on or off.	HD			
3	5.9	Accept or Reject an Issue:				
3	5.9.1	An Investigator to be able accept or reject an Issue.	HD			
3	5.9.2	An Investigator to be able accept or reject an Issue allocated to his/her Agency.	HD			
3	5.9.3	An Investigator to be able to accept or reject multiple Issues of a Case with one action.	HD			
3	5.9.4	An Investigator to be able to reject one or many Issues that are not finalised at any point in time.	HD			
3	5.9.5	When rejecting Issues, the Investigator to provide a reason for the rejection of Issues.	HD			
3	5.9.6	Rejection of Issues to notify the relevant Call Centre Agents who allocated the Issues.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.9.7	A rejected Issue may be re-allocated to the same Agency again or any other Agency.	HD			
3		5.9.8	Where a Case has multiple Issues, the Investigators to be able to view Issue details and there are other Issues allocated to other Agencies.	HD			
3	5.10		Assign a Case or Issue				
3		5.10.1	An Investigator to be able to assign one or many Issues.	HD			
3		5.10.2	An Investigator who accepted Issues to be able to assign these Issues to another Investigator within a single action.	HD			
3		5.10.3	When Issues are assigned to an Investigator, an assignment notification to be sent to the Investigator.	HD			
3		5.10.4	An assigned Issue cannot be rejected; it can only be re-assigned to another Investigator.	HD			
3		5.10.5	An Issue assigned to a group of Investigators, any member of this group to have access to the Issue.	HD			
3		5.10.6	An Investigator to be able to invite external user to either view Issues details or comment on the Issue.	HD			
3		5.10.7	Any secured email links created by the CFS for external users to have expiry dates.	HD			
3		5.10.8	An Investigator to be able to specify the level of Issue detail an external user can view before sending invitation.	HD			
3		5.10.9	An external user to be presented with and be required to agree to a privacy note before viewing the Issue details.	HD			
3		5.10.10	An external user to be able to view limited or extended Issue details, depending on the Issue invitation settings.	HD			
3	5.11		Resolve an Issue:				
3		5.11.1	An Issue is Resolved, when the Issue is completed as far as the Customer is concerned.	HD			
3		5.11.2	A "Resolved" Issue is not "Finalised".				
3		5.11.3	All CFS users to be able resolve an Issue by completing the actions specified in the applicable workflow.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.11.4	Check for similar Issues as a background process and display results grouped by Incidents and Special Events.	HD			
3		5.11.5	The Issue similarity check to be done by comparing the key fields' values against existing Issues for a time range.	HD			
3		5.11.6	A CFS user to be able to alter the default criteria (in "Resolve an Issue" mode) for the Issue similarity check performed by the CFS.	HD			
3		5.11.7	A CFS user to be able to note whether the Customer was satisfied or dissatisfied with the resolution.	HD			
3	5.12		Category, Subject and Service:				
3		5.12.1	Actions specified in the applicable workflow to vary based on Issue's Category, Subject and Service values.	HD			
3	5.13		Create an Attachment:				
3		5.13.1	All CFS users to be able to attach documents to a Case or an Issue.	HD			
3	5.14		Record Correspondence:				
3		5.14.1	All CFS users to be able to log a correspondence record against a Case.	HD			
3		5.14.2	A Correspondence record to store all related information to the correspondence made.	HD			
3	5.15		Finalise an Issue:				
3		5.15.1	An Investigator to be able finalise an Issue by completing the tasks/actions specified in the workflow.	HD			
3		5.15.2	If a Finalised Issue has an Outcome, then the Investigator to be able to register the Outcome details.	HD			
3		5.15.3	Only an Investigator to be able to finalise an Issue.	HD			
3		5.15.4	An Investigator finalising an Issue to be able to flag that Issue requires further review.	HD			
3		5.15.5	An Investigator finalising an Issue to be able to review and update the previously entered Customer satisfaction note.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.15.6	At the point of finalising an Issue the Investigator to be able to mark the Issue as an "FAQ Candidate".	HD			
3	5.16		Notify Customer of Progress:				
3		5.16.1	Provide all CFS users an easy, effective and efficient way of preparing Correspondence letters.	HD			
3		5.16.2	An Investigator to be able to prepare a Correspondence letter and submit it for approval.	HD			
3		5.16.3	Ability to configure global or Agency specific Correspondence approval requirements.	HD			
3		5.16.4	A Senior Investigator or Correspondence Officer to be able to amend and approve a Correspondence letter.	HD			
3		5.16.5	Approved Correspondence letter to be sent to the Customer and recorded in the CFS.	HD			
3	5.17		Send Scheduled Issues Summary:				
3		5.17.1	Issues Summary report produces a summary of open and overdue Issues and email it to nominated addresses.	HD			
3	5.18		Escalate Outstanding Issue:				
3		5.18.1	An automatic Escalation Agent to be configurable to execute scheduled jobs.	HD			
3		5.18.2	If there are matching outstanding Issues, it sends a reminder to the Investigator or escalates the Issue.	HD			
3		5.18.3	Escalation rules to be configurable depending on the Agency, Priority and Status of an Issue.	HD			
3	5.19		REMOVED.				
3	5.20		Manage Workflows:				
3		5.20.1	An Administrator to be able create a workflow.	HD			
3		5.20.2	Workflow to be able to be driven by Category, Status, Priority, Subject or Service or a combination of these.	HD			
3		5.20.3	Explain the workflow management capabilities of proposed customer feedback system.	HD			
3		5.20.4	Workflow to be able to perform jobs at specific times automatically and allow configuration of emailing settings.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.21			Manage Escalation Settings:				
3		5.21.1		Ability to configure scheduled escalation jobs and criteria triggering actions to be taken.	HD			
3		5.21.2		Ability to specify the maximum period for Issues to progress from one to another status or to final status.	HD			
3		5.21.3		An escalation job to include details of the escalation.	HD			
3	5.22			Manage Users and Groups:				
3		5.22.1		Ability to create, view, edit and disable CFS user accounts and update CFS user's roles and permissions.	HD			
3		5.22.2		Ability to create, view, edit and archive Groups, Subgroups, Categories, Subjects and Services.	HD			
3		5.22.3		Ability to create associations between Groups or Subgroups and Category, Subject and a Service.	HD			
3	5.23			Manage Incidents and Special Events:				
3		5.23.1		Ability to create, view, edit and archive Incidents and Special Events.	HD			
3		5.23.2		Both Incidents and Special Events to be able to store broadcast type information.	HD			
3		5.23.3		Ability to associate an Incident or a Special Event to an Investigator.	HD			
3		5.23.4		All CFS users to be able associate issues with an Incident and/or a Special Event.	HD			
3				Non-Functional Requirements				
3	5.24			General:				
3		5.24.1		Support communication with third party data sources to validate input or retrieve selection lists.	HD			
3		5.24.2		All CFS users to be provided with an easy view of number of Correspondences, historical, open and closed Cases.	HD			
3		5.24.3		In an Issue's description, words deemed as inappropriate to be masked automatically.	HD			
3	5.25			Environment:				
3		5.25.1		The CFS to be online and also accessible from Intranet.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.25.2	The CFS to be accessible without the need for installation of client-side components.	HD			
3		5.25.3	Specific CFS functionality to be accessible by external users.	HD			
3	5.26		Performance:				
3		5.26.1	All GUIs accessed by a Call Centre Agent to be light-weight and perform at an optimum level meeting the response times specified.	HD			
3	5.27		Data Segregation and Protection of Sensitive Information:				
3		5.27.1	All CFS users to view records based on their Agencies, Categories and Services they are authorised to view.	HD			
3		5.27.2	Information and functionality made available to all CFS users to be based on their roles.	HD			
3		5.27.3	Allow the storing of sensitive information.	HD			
3	5.28		Data Integrity:				
3		5.28.1	Ability to mark records deleted without physical deletion.	HD			
3		5.28.2	Referenced records can only be archived, not deleted.	HD			
3		5.28.3	Historical data integrity to be maintained.	HD			
3		5.28.4	When viewing an Issue, Customer's previous records to be made available to the CFS user.	HD			
3	5.29		Audit Log:				
3		5.29.1	Audit Log information to be stored against all records, when they are created, viewed, printed or modified.	HD			
3		5.29.2	Audit Log information to be presented in the order the log records have been created.	HD			
3	5.30		Workflow:				
3		5.30.1	Allow global or Agency specific configuration of Issue statuses and types.	HD			
3		5.30.2	Allow management of custom list of actions per Status.	HD			
3	5.31		Integration & Reporting:				
3		5.31.1	The CFS to integrate with 131500.com.au.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.31.2	Authorised users to be able to view off-line version of the CFS database.	HD			
3		5.31.3	Ability to extract selected CFS data into other systems.	HD			
3		5.31.4	Restrict data extract and reporting to non-personal information	HD			
3	5.32		Usability:				
3		5.32.1	Reduce the time it takes to create new entries.	HD			
3		5.32.2	The UI to use state-of-the-art technologies and system to perform independent tasks without loss of performance.	HD			
3		5.32.3	Have high level of usability allowing users to perform basic functions with minimal training.	HD			
3		5.32.4	Both print and online users manuals to be made available.	HD			
3		5.32.5	Provide Administration or operations specific manuals.	HD			
3		5.32.6	Ability to easily re-arrange the user manuals to meet the requirements of specific user roles.	HD			
3	5.33		Standards:				
3		5.33.1	System / processes to adhere to Standards specified.	HD			
4	Section 4 - Voice Services						
4	1		Overview				
4	1.1		Solution must cover Continuity and Enhancements of Voice Services	M			
4	1.2		May choose to continue using the existing IVR or to substitute with another IVR.	HD			
4	1.3		If new IVR be implemented for Service Continuity:				
4		1.3.1	Specify all the assumptions, costs and timeframe implications of this approach.	HD			
4		1.3.2	Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
4	1.4		Meet the KPIs.	HD			
4	2		Call Centre Agent Response Services				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	2.1		The current ITIS contract does not provide for transitioning Call Centre Agents.	HD			
4	2.2		The Critical Functions for this Component Service are:				
4		2.2.1	Advice for bus, train and ferry itinerary planning.	HD			
4		2.2.2	Fare options and journey costs for all modes of transport in the itinerary solutions provided.	HD			
4		2.2.3	Perform Trip Planning Services for the Customer according to their needs and preferences.	HD			
4		2.2.4	Advising about ticket availability, locations, price and entitlement information.	HD			
4		2.2.5	Provide Special Events transport service information.	HD			
4		2.2.6	Provide timetable and alterations to timetable information.	HD			
4		2.2.7	Provide information on track work and other service disruptions and resumptions.	HD			
4		2.2.8	Receiving and handling Feedback from Customers in accordance with the KPIs.	HD			
4		2.2.9	Ability to seamlessly transfer a Customer to an Agency specific customer service centre as appropriate.	HD			
4		2.2.10	Provide at least one TTY trained Call Centre agent.	HD			
4	2.3		Provide pricing for the provision of the services in accordance with the following options of Hours of Operation:				
4		2.3.1	6am to 10pm seven days per week.	HD			
4		2.3.2	6am to 1am the following day, seven days per week.	HD			
4		2.3.3	6am to 1am Monday to Thursday and 24 hours per day from 6am Friday to 1am Monday.	HD			
4		2.3.4	24 hours per day seven days per week.	HD			
4	2.4		Provide costing to optionally extend Call Centre operations to 24 hours for Special Events, upon 2 weeks' notice.	HD			
4	2.5		Agree that payment for the Call Centre Agent Response Services will not exceed the fees due for 300,000 calls in any one month.	HD			
4	2.6		If the Call Centre Agent Call Maximum is to be reached, an estimate of the excess call volume and the reason for it to be forwarded to the Principal.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	2.7		Using the forecast model to have processes in place to identify the excess call volume as early as possible.	HD			
4	2.8		If the Call Centre Agent Call Maximum is exceeded outside business hours, the Principal to be advised.	HD			
4	2.9		REMOVED.				
4	2.10		The Principal to approve the procedures and guidelines developed by the Contractor.	HD			
4	2.11		Procedures and guidelines to be housed in the library at the Call Centre.	HD			
4	2.12		Procedures and guidelines updates to be communicated to the Call Centre Agents within eight hours of the next shift.	HD			
4	2.13		Any revisions to procedures and guidelines impacting on the provision of services to approved in accordance with the Change Control procedures.	HD			
4	2.14		Where a procedure with impact to the service is introduced this to be sent to Call Centre in written format.	HD			
4	2.15		The diagram indicates the options for Customers to access the Call Centre Response Services.	HD			
4	3		Call Centre Agent Response Services Transactions				
4	3.1		ITIS to support the required Call Centre Agent Response Services transactions and in accordance with the KPIs.	HD			
4	3.2		Ability to respond to information requests about Transport Services with special conditions and features.	HD			
4	3.3		In an emergency, adhere to the Emergency Response Plan, and where applicable, read the standard script.	HD			
4	3.4		Ability to respond to queries about an unplanned service interruption and requests for information on problems possibly related to the interruption.	HD			
4	3.5		A Call Transaction Record to be created for every call handled, recording:	HD			
4		3.5.1	The type of enquiry.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		3.5.2	The relevant Agency for all enquiries related to a specific Agency.	HD			
4		3.5.3	The mode of travel.	HD			
4		3.5.4	Automatic date and time stamp.	HD			
4		3.5.5	Automatic Call Centre Agent identifier.	HD			
4	3.6		Ensure that enquiry records where Customer could not be adequately assisted are flagged.	HD			
4	3.7		TTY Services:				
4		3.7.1	TTY Call Centre Agents to receive calls from 1800 number.	HD			
4		3.7.2	TTY handsets equivalent or superior to current hardware to be used.	HD			
4	3.8		Interpreter Services:				
4		3.8.1	Provide multilingual facilities for any of the Community Languages.	HD			
4		3.8.2	The additional fees for multilingual Call Centre Agent Response Services will be based on options provided.	HD			
4	3.9		Trip Planning:				
4		3.9.1	Call Centre Agents to operate the Trip Planner in accordance with Section 2.	HD			
4		3.9.2	Trip plan details, alternatives and map references to be explained to the Customer.	HD			
4		3.9.3	Call Centre Agent to consolidate information about Transit Locations, routes and timetable from multiple Agencies.	HD			
4	3.10		Customer Feedback:				
4		3.10.1	Call Centre Agents to accept Feedback from Customers and provide related services to them.	HD			
4	4		Training				
4	4.1		Call Centre Agents to be very familiar with and committed to the NSW public transport network.	HD			
4	4.2		Ensure Call Centre Agents are appropriately trained and skilled in the provision of the Component Services.	HD			
4	4.3		Agree to do all of the following, where Call Centre Agents:				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		4.3.1	To learn the fundamentals of customer service and care.	HD			
4		4.3.2	Will receive in-depth product practice and initial Call Centre Agent training will be delivered by service managers involved in the daily Call Centre operations.	HD			
4		4.3.3	To be tested on each level or "module" and only Call Centre Agents completing the training be allowed provide any services.	HD			
4	4.4		A record of competency achievement will be maintained and provided to the Principal upon request.	HD			
4	4.5		TTY attendance train-the-trainer training will be provided by PrintAcall or another service as agreed in writing.	HD			
4	4.6		Call Centre Agents must have detailed knowledge of the relevant Component Services.	HD			
4	4.7		Call Centre Agents must have regular first hand experience within the NSW public transport network.	HD			
4	4.8		The Principal reserves the right to assess the knowledge and training of Call Centre Agents.	HD			
4		4.8.1	The Call Centre Agents to be available to attend assessment activities in person at a time and place.	HD			
4		4.8.2	The Principal may determine at its sole discretion that assessment by telephone is not acceptable.	HD			
4		4.8.3	The Contractor to carry all costs associated with the attendance of Call Centre Agents and their assessment.	HD			
4	5		Operational & Management Processes				
4	5.1		Ensure that the appropriate ratio of service managers to Call Centre Agents is assigned.	HD			
4	5.2		Daily operations in the Call Centre to be managed from a call and resources desk..	HD			
4	5.3		Ensure that a common information pack covering all Agency specific matters is developed and maintained.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	5.4		Supervisors primarily to manage the performance of the team and develop adequate coaching plans.	HD			
4	5.5		Supervisors or dedicated "quality managers" to carry out regular coaching observations on each Call Centre Agent.	HD			
4	5.6		The observations to record the following quality of service standards:				
4		5.6.1	Calls answered by Call Centre Agents using appropriate brand name and/or greeting.	HD			
4		5.6.2	Prompt service.	HD			
4		5.6.3	Correct allocation of an enquiry to an Agency.	HD			
4		5.6.4	Right first time execution.	HD			
4		5.6.5	Fast accurate problem resolution.	HD			
4		5.6.6	Customer friendly.	HD			
4		5.6.7	Adherence to defined procedures.	HD			
4		5.6.8	Correct closure.	HD			
4		5.6.9	Correct recording of call details in Call Transaction Records.	HD			
4	5.7		Report detailing results of such observations to be made available to the Principal.	HD			
4	5.8		Ensure that Call Centre Agents are adhering to the policies and procedures as documented in the Operator Manual.	HD			
4	5.9		Describe any other mechanisms may be employed to ensure appropriate customer care and quality of service.	HD			
4	5.10		Prepare, maintain and allow the Principal to access the Operator Manual describing how the Call Centre Agent Response Services will be provided.	HD			
4	5.11		The initial version of the Operator manual to be prepared during the implementation period.	HD			
4	5.12		Facilitate the compilation of an Operator Manual which would best serve the needs of the Call Centre Agents.	HD			
4	5.13		Contractor must communicate updated transport data	HD			
4	6		Call Centre Call Avalanche Process				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	6.1		Contractor to acknowledge the problem and readiness to deal with it	HD			
4	6.2		Actions during a Call Avalanche situation required are:				
4		6.2.1	Determine Call Avalanche severity & grade of response	HD			
4		6.2.2	Emergency scripting.	HD			
4		6.2.3	Agree on review periods.	HD			
4		6.2.4	IMMEDIATE - react within 15 minutes of detection.	HD			
4		6.2.5	SHORT TERM - react within 30 minutes of detection.	HD			
4		6.2.6	MEDIUM TERM - react within 1 hour of detection.	HD			
4		6.2.7	LONG TERM - react within 4 hours of detection.	HD			
4	6.3		The table lists the measures addressing various incidents according to the severity and duration of the incident	HD			
4	6.4		Upon detection of a Call Avalanche, advise the Principal on the conditions of Call Avalanche including:	HD			
4		6.4.1	Calls in queue.	HD			
4		6.4.3	Current call wait times.	HD			
4		6.4.4	Any known cause.	HD			
4	6.5		Measures must be in place to deal with Call Avalanche conditions during working hours	HD			
4	6.6		Contractor will act independently in specific situations, but notifies the Principal	HD			
4	6.7		Post Call Avalanche steps to be completed include:				
4		6.7.1	Reporting of performance.	HD			
4		6.7.2	Issues identified & potential resolutions.	HD			
4		6.7.3	Updating of relevant documentation.	HD			
4	6.8		Accepting large number of communications during events	HD			
4	6.9		Once the Call Avalanche conditions are at manageable levels, provide a summary of issues and actions taken.	HD			
4	6.10		If additional resources are required, the Change Request must contain supporting information.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	7		Automated Tools				
4	7.1		Utilities and tools to be adequate to provide Component Services effectively and in accordance with the KPIs.	HD			
4	8		IVR Services				
4	8.1		Specify the changes and the reasons for them, if the current IVR structure to be adjusted.	HD			
4	8.2		The Critical Functions for this Component Service are:				
4		8.2.1	Automated IVR information for Next Service calls.	HD			
4		8.2.2	Special Events and public transport service information.	HD			
4		8.2.3	Up to date information, track work and other disruptions and service resumptions.	HD			
4	8.3		The IVR to be available at all times and in accordance with the KPIs.	HD			
4	8.4		The IVR to play appropriate message according to the Call Centre's Hours of Operation.	HD			
4	8.5		Any update or maintenance service on the IVR not to affect the IVR availability and performance.	HD			
4	8.6		Any further IVR changes to occur via Change Requests.	HD			
4	8.7		Any major updates of the IVR script to be, where possible, agreed by the Principal one month prior to implementation.	HD			
4	8.8		Changes or updates to voice recordings on the IVR preferably to be performed by the Contractor.	HD			
4	8.9		Agencies to be able to remotely update	HD			
4	8.10		Minor or incidental changes to the script	HD			
4	8.11		In urgent situations Contractor may use its own talent and script.	HD			
4	8.12		Accept messages from Agency or Principal's representative for Changed Traffic Conditions	HD			
4	8.13		Accept messages from Agency or Principal's representative for Special Events	HD			
4	8.14		Use all reasonable efforts to resolve calls within the IVR and in accordance with the KPIs.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	8.15		Use all reasonable endeavours to improve the IVR resolution rate KPI.	HD			
4	8.16		REMOVED.				
4	8.17		Ensure that ITIS supports the required IVR transactions and in accordance with the KPIs.	HD			
4	8.18		During the Hours of Operation, Customers must always have the option speaking to a Call Centre Agent.	HD			
4	8.19		For the purposes of the IVR, the timetable information functionality is limited to bus mode of Transport Services queries only.	HD			
4	8.20		When browsing timetable information, Customers are to interact with the IVR by sending DTMF tones from their devices.	HD			
4	8.21		In Next Service calls, Customers to provide bus stop number, time of travel options and the route number.	HD			
4	8.22		The IVR to validate entries and prompt entries accordingly.	HD			
4	8.23		Customers to easily be able to navigate between the previous and next bus services.	HD			
4	8.24		Specified information to be provided to Customers as recorded messages.	HD			
4	8.25		A Customer to be able to get routed to all Agencies' relevant customer service departments.	HD			
4	8.26		For every Special Event IVR call, the IVR to record the event's details.	HD			
4	8.27		For all IVR calls, the IVR to record the type of enquiries, IVR paths, statistics and modes of travel.	HD			
4	8.28		The IVR not to reach a state where the Customer is forced to end the call.	HD			
4	9		Reporting				
4	9.1		Meet the Service Continuity Voice Services reporting requirements specified in Appendix D of Section 1.	HD			
4	9.2		Meet the Service Continuity KPI reporting requirements specified in Appendix D of Section 1.	HD			
4	10		Review of Services				

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		10.1		The Principal may conduct a review of the Component Service in accordance with the audit and review process.	HD			
4	11			Scope of Service Enhancements to IVR				
4		11.1		Introducing speech recognition to Critical Functions.	HD			
4		11.2		Advanced speech synthesis option	HD			
4		11.3		Identify services currently available only via Call Centre Agent Response Services or Internet Services that could be made available via IVR.	HD			
4		11.4		The Principal requires a proof-of-concept phase to be completed prior to introduction of such a system.	HD			
4	12			Natural Language Speech Recognition				
4		12.1		Natural language refers to the speaker being able to user his/her normal conversational way of speaking.	HD			
4		12.2		Any speech dialog to be able to interrupted easily.	HD			
4		12.3		Speech recognition to be speaker independent	HD			
4		12.4		Tolerance is required to limited sound quality	HD			
4		12.5		The vocabulary to control the dialog to be limited to no less than 50 commands and key words.	HD			
4		12.6		The commands and key words must be recognised at all times and in all dialog contexts as appropriate.	HD			
4		12.7		Commands and key words include the service selections, singular/plural and specific transport related words	HD			
4		12.8		In the appropriate dialog context all the colloquial expressions for numbers must be recognised.	HD			
4		12.9		In the appropriate dialog context the typical expressions for date and time to be recognised.	HD			
4		12.10		Speech recognition, using structured dialog, to recognise names of towns, suburbs, streets and stations.	HD			
4		12.11		Recognised expressions with high degrees of certainty be acted upon without confirmation.	HD			
4	13			Voice Output in Natural Speech Dialogs				
4		13.1		Provide details about the speech output for the proposed natural speech dialog for:	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		13.1.1	Response to IVR commands and options.	HD			
4		13.1.2	Extended response to queries.	HD			
5	Section 5 - Internet Services						
5	1		Overview				
5	1.1		Solution must cover Continuity and Enhancements of Internet Services	M			
5	1.2		May choose to continue using the existing systems in place or to substitute with other systems.	HD			
5	1.3		Contractor to comment if current web URL's should be changed	HD			
5	1.4		Contractor to comment on existing Web site setup	HD			
5	1.5		Contractor to indicate its web server preferences	HD			
5	1.6		Contractor to suggest future hosting	HD			
5	1.7		If a new website be implemented for Service Continuity:				
5		1.7.1	Specify all the assumptions, costs and timeframe implications of this approach.	HD			
5		1.7.2	Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
5	2		Service Continuity				
5	2.1		Ensure that ITIS supports the required Internet Services transactions and in accordance with the KPIs.	HD			
5	2.2		Ensure that website and mobile phone content requirements are met as per Appendix A of Section 1.	HD			
5	2.3		Provide online:				
5		2.3.1	Trip Planning within the ITIS Coverage Area.	HD			
5		2.3.2	Special Event transport service information.	HD			
5		2.3.3	Timetable and alteration to timetable information, service disruptions and resumptions.	HD			
5		2.3.4	Ticketing, price and entitlement information.	HD			
5		2.3.5	Information on track work, rail possessions and close downs.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		2.3.6	Feedback forms that capture Feedback from Customers and facilitates their insertion to the CFS.	HD			
5		2.4	The Internet Services to be available at all times and in accordance with the KPIs.	HD			
5		2.5	Perform maintenance on the Internet Services scheduled at a time when impact on users is at a minimum.	HD			
5		2.6	All modifications or updates of the service to follow the Service Management processes.	HD			
5	3		Service Enhancements				
5		3.1	Explain usability best practices and guidelines followed.	HD			
5		3.2	The website to offer a sophisticated keyword searching functionality that:				
5		3.2.1	Performs searches using regularly updated indexes.	HD			
5		3.2.2	Returns results in a very responsive manner.	HD			
5		3.2.3	Sorts the results by relevancy and presents the relevancy values in percentages.	HD			
5		3.2.4	Provides pagination feature where are high number of matching results.	HD			
5		3.2.5	Highlights the keyword values on the results page.	HD			
5		3.3	The website to offer explanations of Transport Services specifically available for people with disabilities, of older age or from non-English speaking backgrounds.	HD			
5		3.4	The website design to be reviewed by external consultative user groups (focus group).	HD			
5		3.5	All web contents to conform to W3C "Double A" conformance level as per Web Content Accessibility Guidelines 1.0.	HD			
5		3.6	Contractor to explain compliance with the following requirements:				
5		3.6.1	Ability to integrate with the Principal's content management framework.	HD			
5		3.6.2	All codes delivering web content to conform to the latest W3C code specifications and guidelines.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		3.6.3	All web contents to be rendered as intended and with acceptable levels of variation on specified Internet browsers and Operating Systems.	HD			
5		3.7	The website to be tested to operate correctly in the specified browsers / Operating Systems environments	HD			
5		3.8	The Internet browsers and Operating Systems requirements to be updated.	HD			
5		3.9	Web contents to be optimised for 1024x768 pixels screen resolution but layout and fonts to be allowed for resizing.	HD			
5		3.10	The website to include essential information on and links to any required plug-ins.	HD			
5		3.11	Web contents not use framesets, pop-up windows or Flash macromedia files.	HD			
5		3.12	The relevant W3C recommended techniques to be identified and followed when handling:				
5		3.12.1	Web content presentations and layouts.	HD			
5		3.12.2	Web contents with web forms, tables and multimedia.	HD			
5		3.12.3	Web contents are delivered using framesets, pop-ups windows or Flash macromedia files.	HD			
5	4		Service Enhancements for Mobile Devices				
5		4.1	Indicate which of the Internet Services can be supported on the specified mobile device platforms.	HD			
5		4.2	Develop the content and interface functionality for mobile devices in consultation with the Principal.	HD			
5		4.3	Ensure that the mobile web interface supports standard mobile phone web browser platforms.	HD			
5		4.4	The mobile device content to be tested to operate in the specified browsers and Operating Systems platforms.	HD			
5		4.5	The standard mobile device browsers and Operating Systems requirements to be updated.	HD			
5		4.6	The Internet Services delivered via mobile devices intend to replicate the experience of personal computers.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		4.7		The Contractor to convert GDA 94, MGA 56 metric grid co-ordinates system to geographic co-ordinates	HD			
5	5			New Street Based Kiosks				
5		5.1		Provide access to ITIS via kiosks available in the public places and in transit information booths or shopfronts.	HD			
5		5.2		The kiosk services to mirror the website services with additional functionality around kiosk specific features.	HD			
5		5.3		Propose a kiosk solution to meeting the specified requirements.	HD			
5		5.4		Touch-screens to serve as data input devices in kiosks.	HD			
5		5.5		Indicate how text based input be facilitated in kiosks.	HD			
5		5.6		Final kiosk interface to be developed in consultation with the Principal.	HD			
5	6			New Content Management System				
5		6.1		Provide a new CMS meeting the requirements.	HD			
5		6.2		Support multiple Sites for each Internet domain it manages.	HD			
5		6.3		Facilitate deployment of content to support multiple delivery channels	HD			
5		6.4		Allow management and publication of the following asset types:				
5			6.4.1	Web Pages.	HD			
5			6.4.2	Navigation Items.	HD			
5			6.4.3	WYSIWYG and Free Text Contents.	HD			
5			6.4.4	Notifications.	HD			
5			6.4.5	News and Articles.	HD			
5			6.4.6	Events.	HD			
5			6.4.7	Images.	HD			
5			6.4.8	Image Galleries.	HD			
5			6.4.9	Web Forms.	HD			
5			6.4.10	Files.	HD			
5			6.4.11	File Galleries.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.4.12	URLs.	HD			
5	6.6		Asset types have different attributes and properties	HD			
5	6.7		Different metadata sets to be configurable as per their intended functionality.	HD			
5	6.8		Allow sharing of Assets between Sites and Domains.	HD			
5			Functional Requirements				
5	6.9		Login to CMS:				
5		6.9.1	All Users are required to login to the CMS.	HD			
5		6.9.2	Repeated unsuccessful login attempts to temporarily disable the account attempting to login.	HD			
5		6.9.3	All failed login attempts to be logged in the CMS.	HD			
5		6.9.4	Provide information on the single sign on capabilities.	HD			
5	6.10		View/Edit Profile:				
5		6.10.1	Ability to view and edit User's own profile.	HD			
5	6.11		Reset Password:				
5		6.11.1	Ability to request resetting of User's own password without having to login.	HD			
5		6.11.2	Describe proposed solution for secure resetting of passwords.	HD			
5	6.12		Create or Edit an Asset				
5		6.12.1	Create or edit Assets based on permissions, Site, Asset and Category access levels.	HD			
5		6.12.2	Identify current User's credentials and other know parameters and pre-populate fields, where possible.	HD			
5		6.12.3	Automatically save the changes made to an Asset according to system configuration.	HD			
5		6.12.4	Duplicated assets to be created as draft copy versions.	HD			
5		6.12.5	Feed Agent to only be able to create Assets according to the feed configuration in place.	HD			
5		6.12.6	Some Assets created by the Feed Agent, may be scheduled or submitted for publication or published.	HD			
5		6.12.7	A Feed Agent not to be able to edit an existing Asset.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.12.8	Warn the User where the Asset being created is a duplicate or a near duplicate of an existing Asset.	HD			
5		6.12.9	Log a warning record where the Asset being created by the Feed Agent is a duplicate or a near duplicate.	HD			
5		6.12.10	Identification criteria of duplicate or near duplicate Asset to be configurable for each Asset type.	HD			
5		6.12.11	Each new Asset to have a name and description, type, Categories and Sites information.	HD			
5		6.12.12	Each Asset type require different sets of input and enforce validation rules according to the Asset's intended function.	HD			
5		6.12.13	An Asset being edited to be locked and its previous state to be available to other Users in read-only mode.	HD			
5		6.12.14	Ability to re-classify one or many Asset's Categories and classifiers, where applicable, with one action.	HD			
5		6.12.15	Ability to create Assets containing inputs in any of the Community Languages.	HD			
5	6.13		Search / View Assets				
5		6.13.1	Ability to search for Assets based on their Site and Asset access levels.	HD			
5		6.13.2	Allow searches to be performed against one or many Domains.	HD			
5		6.13.3	Perform keyword, Category and date range based searches against one or many Asset types.	HD			
5		6.13.4	Perform search in all of the fields of an Asset including metadata values specifically populated for searching.	HD			
5		6.13.5	Searching of Assets to be performed using a regularly updated search index	HD			
5		6.13.6	Validate and search values prior to commencing of the search.	HD			
5		6.13.7	The search results to be ranked according to incidence and distance values.	HD			
5		6.13.8	Ability to re-sort the results by Asset's common attributes.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.13.9	Ability to view Asset details in its current or past state	HD			
5		6.13.10	Viewing details of Assets with Forms, ability to view the responses stored against the Form.	HD			
5		6.13.11	Ability save the search input criteria and/or format results as a personal or shared search template.	HD			
5		6.13.12	Ability to open and run his/her personal or other shared search templates.	HD			
5		6.13.13	Ability to export search results into common export file formats such as HTML, PDF, Text/CSV.	HD			
5		6.13.14	Ability to duplicate an Asset from the search results.	HD			
5		6.13.15	Ability to view Asset's Audit Log in order of creation.	HD			
5	6.14		Bookmark Assets:				
5		6.14.1	Ability to easily bookmark Assets within the CMS.	HD			
5		6.14.2	Ability to easily locate the Bookmarked Assets.	HD			
5		6.14.3	Ability to easily to remove an Asset from the Bookmarked Assets list.	HD			
5	6.15		My Pending Assets:				
5		6.15.1	An Asset that has any relationship to the currently logged in User to be added to the My Pending Assets list.	HD			
5		6.15.2	Ability to easily locate and view the My Pending Assets list.	HD			
5		6.15.3	Ability to re-arrange the view of Assets in the My Pending Assets list by Assets' common attributes.	HD			
5	6.16		Work In Progress Assets:				
5		6.16.1	Assets while created or modified to be automatically added to a Work In Progress Assets list	HD			
5		6.16.2	Ability to easily locate and view the Work In Progress Assets.	HD			
5	6.17		Refer an Asset:				
5		6.17.1	Ability to refer an Asset for review to another User or an external user.	HD			
5		6.17.2	Indicate how the review by persons who do not have a login to CMS be supported.	HD			
5	6.18		Manage Asset Relationships:				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.18.1	Ability to relate one Asset to one or many other Assets. Describe the kinds of Asset relationships supported.	HD			
5		6.18.2	Ability to easily view an Asset's relationship to other Assets.	HD			
5		6.18.3	Ability to remove a relationship between Assets.	HD			
5		6.18.4	Relationships between assets must not contain duplicates	HD			
5		6.18.5	Asset relationships to be bi-directional.	HD			
5		6.18.6	Provide additional information on Asset relationship related functionalities and features.	HD			
5	6.19		Populate a Web Page:				
5		6.19.1	Ability populate a Web Page in "layout mode".	HD			
5	6.20		Proof an Asset:				
5		6.20.1	Ability to proof an Asset.	HD			
5		6.20.2	Indicate any limitation or extra steps required for proofing special Asset types.	HD			
5	6.21		Schedule or Submit and Asset for Publication:				
5		6.21.1	Asset publication may require approval by one or more Content Managers.	HD			
5		6.21.2	The Content Managers to approve Asset's publication may be from different organisations.	HD			
5		6.21.3	Ability to schedule or submit one or many Assets for publication in one action.	HD			
5		6.21.4	Ability to re-schedule or re-submit an Asset for publication if an Asset's publication approval has not commenced.	HD			
5		6.21.5	Where an Asset has a current submission for publication, successful re-submission of the Asset for publication to override the current submission values.	HD			
5		6.21.6	Not to be possible to re-schedule or re-submit an Asset for publication if it's publication approval has commenced.	HD			
5		6.21.7	An Asset can only be scheduled or submitted for publication if it is ready for it.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.21.8	Ability to easily view Assets awaiting publication approval.	HD			
5		6.21.9	Ability to cancel the scheduling or submission of an Asset for publication if the Asset is awaiting publication approval.	HD			
5	6.22		Schedule or Submit and Asset for Withdrawal:				
5		6.22.1	Ability to schedule or submit an Asset for withdrawal.	HD			
5		6.22.2	Ability to specify the parameters for automatic notifications of scheduled withdrawals of Assets.	HD			
5		6.22.3	An Asset can only be scheduled or submitted for withdrawal if the Asset is either already published or scheduled for publication on date prior to withdrawal date.	HD			
5		6.22.4	It should not be possible to re-schedule or re-submit the same Asset for withdrawal for a second time.	HD			
5		6.22.5	Ability to cancel the scheduling or submission of an Asset for withdrawal regardless of its current approval status.	HD			
5	6.23		Approve Publication or Withdrawal:				
5		6.23.1	Only authorised User roles to be able to approve publication or withdrawal of an Asset.	HD			
5		6.23.2	Ability to approve immediate and scheduled publication or withdrawal of one or many Assets in action.	HD			
5		6.23.3	Depending on the Asset type and its Categorisation, publication or withdrawal of some Assets may bypass or require the approval process.	HD			
5		6.23.4	The approval process may require more than once approval of an Asset and a specific order of these approvals.	HD			
5		6.23.5	An Asset requiring approval by multiple Users and in a specific order to only be approved according to this order.	HD			
5		6.23.6	Approving publication of an Asset to publish the Asset, as well as its related and referenced Assets.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.23.7	If an Asset being approved for publication has related or referenced Assets that are not ready for publication, then it should not be possible to publish the Asset.	HD			
5		6.23.8	Approving withdrawal of an Asset to withdraw the Asset and remove all of the references made to the Asset.	HD			
5		6.23.9	When an Asset is published or withdrawn, the Sitemap Definition Document to be automatically updated.	HD			
5	6.24		Roll Back Asset Publication:				
5		6.24.1	Ability to re-publish an older published version of an Asset without any content approval process.	HD			
5	6.25		Manage Access, Roles, Categories and Settings:				
5		6.25.1	Ability to create new, view, edit and disable existing User accounts.	HD			
5		6.25.2	Ability to update User's role and permission associations.	HD			
5		6.25.3	Ability to create and define the CMS roles.	HD			
5		6.25.4	Ability to associate a User with one or many roles and specific permissions and permission types.	HD			
5		6.25.5	Ability to create, view, edit and archive Categories.	HD			
5		6.25.6	Ability to manage the CMS settings and configurations.	HD			
5	6.26		Manage Image & File Restrictions:				
5		6.26.1	Ability to specify File and Image formats, maximum file and images sizes for each Site.	HD			
5	6.27		CMS Restoration:				
5		6.27.1	Provide information on the features of solution in relation to speedy and effortless ways of restoring the entire CMS	HD			
5			Non-Functional Requirements				
5	6.28		Asset Actions:				
5		6.28.1	Different Assets to have different sets of actions associated with them depending on use of the Asset.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.28.2	When an Asset entry, update, publication or withdrawal is completed, a confirmation message to be displayed.	HD			
5	6.29		Architecture & Environment:				
5		6.29.1	The CMS login authentication process to be done using SSL with at least 128 bit encryption.	HD			
5		6.29.2	No significant performance impact on simultaneous multiple editorial access and backing up and restoration of entire website's content.	HD			
5		6.29.3	The CMS to be an online solution and be accessible for all Agencies that have Content Editors or Content Managers.	HD			
5		6.29.4	Describe the "system downtime" reporting processes.	HD			
5		6.29.5	Describe the proposed systems architecture.	HD			
5	6.30		Usability, Performance, Flexibility and User Management:				
5		6.30.1	All CMS UIs to be simple and consistent throughout the system.	HD			
5		6.30.2	For some group of Users, a simpler version of the UIs with only relevant functionality may be necessary.	HD			
5		6.30.3	Provide context sensitive help linked to operations, screens and specific elements.	HD			
5		6.30.4	Provide Domain and/or Role specific on-line help facility.	HD			
5		6.30.5	Support function keys.	HD			
5		6.30.6	All CMS UIs to be light-weight and perform at optimum levels meeting the response times requirements specified.	HD			
5		6.30.7	Most of the CMS functionality to be highly configurable and accessible by Administrator.	HD			
5		6.30.8	The CMS to allow the management of password change and role specific account inactivity periods, system wide inactivity log off period and allowed failed log in attempts.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5	6.30.9	Accounts that are not used for longer than the account inactivity period to be automatically disabled.	HD			
5	6.30.10	A User logged in to the CMS that stays idle longer than the inactivity log off period to be automatically logged out.	HD			
5	6.30.11	Support the configuration of password nomination criteria either as Standard or Strong and in accordance with the industry's best practice standards.	HD			
5	6.31	Asset Categories to allow additional sets of configurable metadata fields, where values can be interpreted by specific functions.	HD			
5	6.32	AGLS Metadata and Search Engine Optimisation:				
5	6.32.1	Support AGLS metadata management for all Asset types.	HD			
5	6.32.2	Automatically manage the Sitemap Definition Document based on publications and withdrawals of Assets.	HD			
5	6.32.3	The Sitemap Definition Document to conform to standards and protocols defined in www.sitemaps.org .	HD			
5	6.32.4	All Assets published on the website to conform to SEO best practice guidelines.	HD			
5	6.33	Data Segregation:				
5	6.33.1	All Users to view records based on their Domain, Site and Category associations.	HD			
5	6.33.2	All Users to have access to system's functions based on their roles.	HD			
5	6.34	Data Integrity:				
5	6.34.1	The CMS to allow referencing, interacting and maintaining data integrity between Assets' metadata mapping and tightly integrated functions.	HD			
5	6.34.2	It should not be possible to physically delete any Asset records in the CMS. Only mark deleting to be allowed.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.34.3	It should not be possible to delete Assets associated with other Assets.	HD			
5	6.35		Application Integrity:				
5		6.35.1	Describe how their CMS solution integrates with Trip Planner, the CFS and Membership System.	HD			
5		6.35.2	Enforce appropriate design requirements to ensure compliance with the accessibility requirements specified.	HD			
5	6.36		Archiving of Assets:				
5		6.36.1	Allow configuration based archival of all Assets.	HD			
5	6.37		Describe the proposed archiving methods.	HD			
5	6.38		Audit Log:				
5		6.38.1	Audit Log information to be stored against all Assets when they are created, modified or related to other Assets.	HD			
5		6.38.2	Audit Log information to be presented in the order the logs have been created with ability to reverse the order.	HD			
5		6.38.3	Ensure that Audit Log is not alterable.	HD			
5		6.38.4	Allow restricting view access to part or all of the Audit Log based on roles and permissions.	HD			
5	6.39		Error Handling:				
5		6.39.1	Support error handling for all errors that are successfully caught and store the specified details of the error.	HD			
5		6.39.2	Ability to produce reports on captured errors, in which fatal errors are marked for visibility.	HD			
5	7		New Membership Services				
5	7.1		Membership Services to be available via web interface only.	HD			
5	7.2		Integration with related Component Services as specified in Section 2 and Section 3.	HD			
5	7.3		The Critical Functions for this Component Service are:				
5		7.3.1	Customer record determination.	HD			
5		7.3.2	Accurate and complete Customer record maintained in-confidence.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		7.3.3	Access to Customer records strictly controlled on a need basis.	HD			
5	7.4		Membership Services to be available at all times.	HD			
5	7.5		Offer Customers the ability to create a "Registered Customer" membership and specify a profile covering:	HD			
5		7.5.1	Setting of preferences for Trip Planning.	HD			
5		7.5.2	Extended Feedback dialogs.	HD			
5		7.5.3	Subscribing to regular or special notifications.	HD			
5	7.6		Explain the experience and product offering without including costing for the implementation of these services:	HD			
5		7.6.1	Allow commercial transactions such as shopping baskets and payments for travel tickets.	HD			
5		7.6.2	Allow for membership loyalty reward programs.	HD			
5		7.6.3	Allow for membership categorisation, including multiple overlapping categorisations indicating level of access or commercial properties.	HD			
5		7.6.4	Allow for organisational super-structures such as inter-dependencies and accumulations.	HD			
5	7.7		The Membership Services to be entirely self servicing.	HD			
5		7.8.1	Definition of trip preferences and s	HD			
5		7.8.2	Setting preferences for all key Trip Planning parameters as identified.	HD			
5		7.8.3	Storing a number of complete template journeys.	HD			
5	7.9		When a Registered Customer uses the Trip Planner, all entry fields to be populated automatically.	HD			
5	7.10		Registered Customers to have extended access to historical and current Feedback records, including:	HD			
5		7.10.1	Reviewing a previous Feedback submission.	HD			
5		7.10.2	Submitting additional information to a currently open Feedback.	HD			
5		7.10.3	Querying the status / progress of a currently open Feedback.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		7.10.4	The extended access and functionality set to Feedback records to be configurable	HD			
5	7.11		Registered Customers may also subscribe to notices, including:				
5		7.11.1	Emails to subscribers for any train track work on selectable lines or wharf closures.	HD			
5		7.11.2	Messaging via email or to mobile phones to include real time updates to timetables or service disruptions.	HD			
5		7.11.3	Messaging via email or SMS	HD			
5		7.11.4	Newsletters about selectable subjects.	HD			
5	7.12		The membership registration to be a 2-step process	HD			
5		7.12.1	Choosing a username, password and setting up specific membership details and preferences, upon which a verification message is sent.	HD			
5		7.12.2	Confirmation / verification reply message required	HD			
5	7.13		If a Customer wants to use the member specific features, he/she needs to be authenticated.	HD			
5	7.14		Registered Customers to be able to change their passwords in real-time.	HD			
5	7.15		Registered Customers to be able to recover a lost password via their email or SMS.	HD			
5	7.16		Personal data recorded in the Membership system and CFS must be managed as "In Confidence" information.	HD			
5	7.17		Personal data collected and maintained must be limited to data required to perform the transport related function they are designated to support.	HD			
5	7.18		Any application to only access personal data designated to perform the function if and as requested by the Registered Customer.	HD			
5	7.19		The Membership Services to be delivered as an online solution accessible via Internet browsers.	HD			
5	7.20		The response time for creating and retrieving of Membership and Subscription service record to be tested without network added delay.	HD			
5	7.21		It should be possible to mark membership records as "Closed", but not to physically delete them.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		7.22		Membership records that are not used for a configurable period to trigger an automatic confirmation of the account, and accounts that are not confirmed to be automatically marked as "Closed".	HD			
5		7.23		Audit Log information to be stored against all Membership records when they are created or modified.	HD			
5		7.24		Audit Log to be presented in the order it has been created with the ability of reversing the default order.	HD			
5		7.25		Authorised users only have access to Audit Log.	HD			
5	8			Reporting				
5		8.1		Meet the Internet Services reporting requirements as specified in Section 1.	HD			
5		8.2		Meet the Membership Services reporting requirements as specified in Section 1.	HD			
6	Section 6 - Service Management Framework							
6	1			Governance				
6		1.1		Indicate acceptance of "Government Framework and Management Committee" requirements.	HD			
6		1.2		The Principal's Sponsor, Contract Manager and Contract Administrator to attend Management Committee meetings.	HD			
6		1.3		Relevant subject matter experts nominated by the Principal may attend Management Committee meetings as required.	HD			
6		1.4		The Contractor's representatives to attend Management Committee meetings.	HD			
6		1.5		Relevant subject matter experts may attend Management Committee meetings	HD			
6		1.6		Present a draft structure and content for the Governance Framework with the Tender response	HD			
6		1.7		The final Governance Framework to be agreed within 28 days of Contract's effective commencement date.	HD			
6		1.8		The Principal will prepare Management Committee agendas and meeting minutes.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	1.9		Management Committee meetings will be scheduled to reflect the degree of change being undertaken	HD			
6	2		Project Implementation and Payment Plan				
6	2.1		A fully resourced and costed PIPP to be submitted with the Tender response	M			
6	2.2		The PIPP to include detailed plans for all transition and implementation activities.	HD			
6	2.3		The submitted PIPP to comply with all relevant requirements of this Section.	HD			
6	2.4		Project schedules to assume flexible project start dates.	HD			
6	3		Variation and Changes				
6	3.1		Any change to a deliverable under the Contract to be treated as a Variation to the Contract.	HD			
6	3.2		Proposal for a Variation can be made by either the Principal or Contractor and using Variation Request Form.	HD			
6	3.3		The Principal will provide additional information when preparing a Variation Request Form.	HD			
6	3.4		In preparation for the Variation, the Principal may seek a presentation and / or demonstration of the proposal.	HD			
6	4		Change Management				
6	4.1		Provide details about proposed Change Management and Change Control procedures.	HD			
6	4.2		Proposed Change Management and Change Control procedures to address the specified areas.	HD			
6	4.3		Provide a comprehensive change costing methodology with Tender response.	HD			
6	4.4		Propose a methodology for sharing the benefits of broader product or service improvements	HD			
6	5		Project Management				
6	5.1		Certain activities under the Contract to be managed as a project.	HD			
6	5.2		Projects may be established for requirements of the Contract or for Variations to the Contract	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	5.3		Where a project is established for a Variation to the Contract, the provisions of "Part 4 - Schedule 12" of the Contract will also apply	HD			
6	5.4		Supply details of their proposed project management methodology.	HD			
6	5.5		Each proposed Project to be accompanied by a PIPP.	HD			
6	5.6		The PIPP to include:				
6		5.6.1	Project Deliverables.	HD			
6		5.6.2	Detailed description of activities and their schedules	HD			
6		5.6.3	Details about Contractor personnel involved	HD			
6		5.6.4	Project Manager.	HD			
6		5.6.5	All assumptions made.	HD			
6	5.7		Fast tracking is at Contractor's risk	HD			
6	5.8		The Principal is unable to provide office accommodation for Contractor personnel	HD			
6	5.9		User training:				
6		5.9.1	Provide user training to support the implementation and ongoing use of the Component Services.	HD			
6		5.9.2	Propose an implementation training methodology supporting the implementation of the services or solutions.	HD			
6		5.9.3	Provide ongoing training services to support advanced users or new users of the Component Services.	HD			
6		5.9.4	Provide complete costs and costing schedules for the conduct of the required user training.	HD			
6	5.10		Provide full details of the proposed maintenance arrangements for all Component Services.	HD			
6	5.11		Project Deliverables:				
6		5.11.1	Functional Specification.	HD			
6		5.11.2	Detailed Solution Design.	HD			
6		5.11.3	Detailed Service Design.	HD			
6		5.11.4	Establishment of IT Hardware / Environment.	HD			
6		5.11.5	Developed Application.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6		5.11.6	Converted Data.	HD		
6		5.11.7	Legacy System Modification.	HD		
6		5.11.8	Implementation Components.	HD		
6		5.11.9	Documentation.	HD		
6		5.11.10	User Acceptance Testing.	HD		
6		5.11.11	Usability testing regime that will guarantee high levels of usability for all solution components.	HD		
6	6	Problem Management				
6	6.1		Describe the proposed Problem Management process.	HD		
6	6.2		The Problem Management process should be based on ITIL or equivalent.	HD		
6	6.3		The Problem Management service should include a skilled single Help Desk capable of providing first, second and third level supports including:	HD		
6		6.3.1	On site support to Call Centre Agents	HD		
6		6.3.2	Seamless "One Number Help" for all Component Services.	HD		
6		6.3.3	Co-ordination of on-site technicians as required	HD		
6		6.3.4	Co-ordination of second and third level supports.	HD		
6	6.4		Problems to be accepted by the Help Desk via online lodgement, email and telephone.	HD		
6	6.5		Problems identified by Customers to be reviewed by the Principal, if required, referred to the Help Desk.	HD		
6	6.6		Describe their strategy for maximising the potential for resolution of internal problems.	HD		
6	6.7		The Contractor's Help Desk should be based on industry standard tools and techniques	HD		
6	6.8		The Help Desk function to be available during the Hours of Operation of the Call Centre service	HD		
6	7	Quality Management				
6	7.1		Describe proposed Quality Management approach for all Component Services.	HD		
6	7.2		Quality Management to cover both project related services and other services and products.	HD		

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	7.3		Identify the quality certifications held for each offered Component Service.	HD			
6	7.4		The Principal reserves the right to review certification audit reports at its sole discretion.	HD			
6	8		Service Level Management				
6	8.1		The Principal and the Contractor enter into a Service Level Agreement.	HD			
6	8.2		The Service Level Agreement incorporates:				
6		8.2.1	Detailed descriptions of the Component Services	HD			
6		8.2.2	Specific management and reporting arrangements for delivery of the Component Services.	HD			
6		8.2.3	The KPIs for each Component Service.	HD			
6	8.3		Include details of their proposed Service Level Agreement,	HD			
6	8.4		The Service Level Management process to be consistent with ITIL or similar standard methodologies.	HD			
6	9		Support Services				
6	9.1		The Contractor or their sub-contractors to employ all on site technical personnel.	HD			
6	9.2		Provide on site support personnel during the agreed Hours of Operation of the Call Centre	HD			
6	9.3		Outside the Hours of Operation of the Call Centre, the support personnel to carry mobile phone.	HD			
6	9.4		Provide urgent support outside the Hours of Operation of the Call Centre.	HD			
6	9.5		Provide a primary technical contact for liaison with the Principal.	HD			
6	9.6		Support and manage all aspects of the operations of the systems used to deliver the Component Services specified in the Service Level Agreement.	HD			
6	9.7		The support and management tasks will be undertaken for all systems used for the delivery of ITIS.	HD			
6	9.8		The support and management tasks to be undertaken for all systems to include:				
6		9.8.1	Proactive checking of log files.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	9.8.2	Updating firmware on all hardware components as required and according to Change Management process.	HD			
6	9.8.3	Applying patches, updates to operating systems, applications according to Change Management process.	HD			
6	9.8.4	Proactive monitoring of all systems for alerts and / or failures.	HD			
6	9.9	Plan updates to the systems including hardware, operating systems, firmware, databases and applications.	HD			
6	9.10	Detail the approach for addressing technical obsolescence in all components of all systems.	HD			
6	9.11	Monitor the performance of all aspects of the systems and prepare a capacity plan to accommodate forecast growth.	HD			
6	9.12	A Capacity Plan is required for the systems, used in delivery of Voice Services and Internet Services.	HD			
6	9.13	The Capacity Plan to be reviewed and updated annually, as part of the Technology Plan.	HD			
6	9.14	Present recommendations for increases in the capacity of all components of the systems.	HD			
6	9.15	Incorporate any relevant actions for implementing the approaching for addressing technical obsolescence.	HD			
6	9.16	Provide details of their capacity planning services for all of the specified components.	HD			
6	9.17	Perform backups of all systems required to deliver the Component Services	HD			
6	9.18	Data be able to be restored from the backup media within 8 hours and in accordance with the KPIs.	HD			
6	9.19	All aspects of systems to be backed up to an external repository to the system being backed up.	HD			
6	9.20	Minimum backup requirements for all systems:				
6	9.20.1	Data components to have a full back up daily.	HD			
6	9.20.2	A full weekly backup for all servers.	HD			
6	9.20.3	A full monthly backup for all servers	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6		9.20.4	Appliances to be backed up 6 monthly and before and after any changes.	HD			
6		9.20.5	All backups to be made to removable media and taken offsite.	HD			
6		9.20.6	Daily backups to be retained for 1 month.	HD			
6		9.20.7	Weekly backups to be retained for 12 months.	HD			
6		9.20.8	Monthly backups to be retained indefinitely.	HD			
6		9.20.9	Backups must be tested from time to time	HD			
6	9.21		Ad-hoc backup requirements:				
6		9.21.1	Any system that is being altered, updated or changed is to have a full backup taken prior to the change being applied.	HD			
6		9.21.2	Any system that is being altered is to have a full backup taken once the change is applied successfully.	HD			
6		9.21.3	All ad-hoc backups are to be retained for 1 month.	HD			
6	9.22		Develop and maintain user documentation and training documentation for all of the Component Services.	HD			
6	9.23		Develop and maintain documentation for all systems that the Contractor is responsible for.	HD			
6	9.24		The system documentations are required for all systems and system components.	HD			
6	9.25		Provide templates of all documents expected to be delivered to the Principal.	HD			
6	9.26		Documentation is to be prepared as part of the project delivery and maintained as part of the Change Management process.	HD			
6	9.27		All documentation produced for the purposes of this Contract remains the property of the Principal.	HD			
6	9.28		All documentation to be prepared in Microsoft Word 2003 or later format, and provided to the Principal for review.	HD			
6	9.29		All documentation to be produced according to the standards agreed upon during the Transition In phase.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	9.30		Provide a soft copy of the final version of each update of each document produced to the Principal.	HD			
6	9.31		Review the documents address any errors within the documents as soon as practical.	HD			
6	10		Service Improvement and Planning				
6	10.1		Indicate the acceptance of the requirements stipulated in "Module 11 - Transformation" clauses of the Contract.	HD			
6	10.2		Present a draft structure and content of the "Module 11 - Transformation Plan" for discussion.	HD			
6	10.3		The final structure and content of the "Module 11 - Transformation Plan" to be agreed during the Transition In.	HD			
6	10.4		Indicate the acceptance of the requirements stipulated in "Module 11 – Technology Plan" clauses of the Contract.	HD			
6	10.5		Present a draft structure and content of the "Module 11 - Technology Plan" for discussion.	HD			
6	10.6		The final structure and content of the "Module 11 - Technology Plan" to be agreed during the Transition In.	HD			
6	10.7		Indicate the acceptance of the requirements stipulated in "Module 11 – Innovation Roadmap" clauses of the Contract.	HD			
6	10.8		Present a draft structure and content of the "Module 11 - Innovation Roadmap" for discussion.	HD			
6	10.9		The final structure and content of the "Module 11 - Innovation Roadmap" to be agreed during the Transition In.	HD			
6	10.10		Indicate the acceptance of the requirements stipulated in "Module 11 – Gain Sharing" clauses of the Contract.	HD			
6	10.11		Present a proposed model for "Module 11 - Gain Sharing" throughout the life of the Contract for discussion.	HD			
6	10.12		The final "Module 11 – Gain Sharing" model will be incorporated into the Contract.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	10.13		Indicate their acceptance of the requirements stipulated in "Module 11 – Continuous Improvement" clauses of the Contract.	HD			
6	10.14		Present a proposed model for "Module 11 - Continuous Improvement" throughout the life of the Contract for discussion.	HD			
6	10.15		The final "Module 11 - Continuous Improvement" model will be incorporated into the Contract.	HD			
7	Section 7 - Performance Management and Billing						
7	1		Performance Management				
7	1.1		Analyse and report on the KPIs.	M			
7	1.2		Meet all "Tier-1 KPIs". Where a "Tier-1 KPI" is not met a reduction be applied to Service Charges.	HD			
7	1.3		"Tier-2 KPIs" do not attract Charge Reductions, however all KPIs to be monitored and reported on.	HD			
7		1.3.1	Monitor and report on all KPIs vis-à-vis their target.	HD			
7		1.3.2	Provide an explanation and corrective action plan for every KPI that is not met.	HD			
7	1.4		If a Tier 2 KPI is continuously not met, the Principal may establish a costing for the under-performance.	HD			
7	1.5		The Principal may promote a Tier-2 KPI to Tier-1 and negotiate a Variation to the Contract and Service Charges.	HD			
7	1.6		Respond to the other incentives / disincentives such as gain-sharing to reduce handling times of calls and emails.	HD			
7	1.7		Changes to technology, management framework and KPIs to be handled as part of the Change Management process.	HD			
7	2		General Transport Infoline Calls				
7	2.1		Operator Calls include all Infoline calls, except for Feedback calls which are treated separately.	HD			
7	2.2		Propose a formula to calculate the total costs for call handling by operators.	HD			
7	2.3		The Cost Rate and the Base Costs will be subject to variation as per CPI over time	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	2.4		Alternatively: tenderer may suggest a pricing table and an interpolation rule	HD			
7	2.5		Suggest means by which the AHT can be reduced without reducing the quality of the service to the Customer.	HD			
7	2.6		Include a negotiated "Gain Share" scheme for reducing the AHT as well as IVR Termination Rates.	HD			
7	2.7		New performance targets for AHT and IVR Resolution Rates to be based on historical data and predictions.	HD			
7	3		Feedback Calls				
7	3.1		Feedback calls costs must be quoted separately as \$ per second.	HD			
7	3.2		There should be no minimum base Service Charge for each Feedback call.	HD			
7	3.3		There should be a maximum of Feedback AHT of 400 seconds (Feedback AHT Cap).	HD			
7	3.4		Call charge calculation in accordance with the suggested fee calculation specified.	HD			
7	4		Minister's Hotline Calls				
7	4.1		Provide a separate unit costs for Minister's Hotline handling.	HD			
7	5		Feedback Emails				
7	5.1		Service Charge for Feedback email handling is suggested to be identical to Feedback calls.	HD			
7	5.2		Feedback emails will be separately reported in monthly invoices.	HD			
7	5.3		The handling time for Feedback email is measured from the time an email is opened and until processed.	HD			
7	5.4		The Actual AHT for Feedback emails is calculated.	HD			
7	5.5		Total Feedback Email Price is calculated.	HD			
7	5.6		Feedback Email AHT to have a 320 seconds cap.	HD			
7	5.7		Feedback Email AHT Cap to be adjusted to reflect actual Feedback Email AHT.	HD			
7	5.8		Charges will be based on a gain-share mechanism.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	6		Average Handling Time				
7	6.1		AHT means the total time of all calls made divided by total number of Call Centre Agent calls for that calendar month.	HD			
7	6.2		AHT is measured for Call Centre Agents from the time a call is taken and until it ceases.	HD			
7	6.3		Where AHT is used to calculate costs, the calls only to relevant service to be used in the calculation.	HD			
7	7		IVR				
7	7.1		Quote a Service Charge per call for IVR Resolved calls and any fixed costs per month.	HD			
7	7.2		Use all commercially reasonable efforts to improve IVR Resolution Rates.	HD			
7	7.3		The IVR maintenance may be varied by agreement between the Parties.	HD			
7	8		Website				
7	8.1		Quote fixed monthly Service Charges for maintenance of the ITIS Website.	HD			
7	8.2		The charge may be varied if future web developments require additional maintenance.	HD			
7	9		Professional Service Charges				
7	9.1		Specified professional service fees will apply for approved project work:				
7		9.1.1	Provide a schedule of rates to apply for this classification, from 1 July 2009 to 30 June 2010	HD			
7		9.1.2	The Principal to approve, in advance, all project work and resource allocation as set out in the Schedule.	HD			
7	10		Inclusions and Exclusions				
7	10.1		The Service Charges cover all Component Services.	HD			
7	10.2		The Service Charges do not include the costs for tests, communications, website, software, hardware etc.	HD			
7	10.3		Costs of software upgrades and maintenance are expected to form part of the regular Service Charges	HD			
7	11		Consumer Price Index				
7	11.1		The Service Charges will be adjusted according to CPI.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	11.2		Tenderer to agree or propose preferred indexation	HD			
7	12		Call Centre Services (Interpreter Facilities)				
7	12.1		Provide costs for providing interpreter facilities.	HD			
7	13		Disaster Recover Services				
7	13.1		A monthly fixed costs to maintain a Disaster Recovery service.	HD			
7	13.2		A fixed fee for a Disaster Recovery test to be conducted.	HD			
7	13.3		Offer options and the related costs for Disaster Recovery for the following:				
7		13.3.1	Within 24 hours.	HD			
7		13.3.2	Within 4 hours.	HD			
7		13.3.3	Uninterrupted continuation of service.	HD			
7	13.4		Describe how the recovery of services be achieved.	HD			
7	13.5		Charge Reductions do not apply where the cause of a Disaster was outside the Contractor's control.	HD			
7	14		Telephone Typewriter Services (TTY)				
7	14.1		Provide a monthly cost to provide the TTY service.	HD			
7	15		Photocopying Fees				
7	15.1		Provide a cost per page for this service in case of significant paperwork to be distributed.	HD			
7	16		Transition Out / Disengagement Services				
7	16.1		Any Disengagement Services to be billed using the Professional Services rates.	HD			
7	17		Reduction in Service Charges				
7	17.1		Reduction in Service Charges to apply for failure to achieve some KPIs.	HD			
7	18		Invoicing Requirements				
7	18.1		Usage statistics to provide the basis for producing accounting and billing information.	HD			
7	18.2		Transactions to be categorised according to transport mode and the relevant participating Agency.	HD			
7	18.3		Transactions involving multi-modal services must be counted separately and allocated to relevant Agencies.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	18.4		Transactions than cannot be allocated to be counted separately and reported to the Principal.	HD			
7	18.5		Invoices to identify relevant Agencies and to be particularised, explanatory and supported by the statistics.	HD			
7	18.6		All invoices to be reviewed and approved by the Principal.	HD			
7	18.7		Submit invoices in the format specified.	HD			
7	19		Invoice Process				
7	19.1		Bill the Principal according to the formal Contract terms.	HD			
7	19.2		The objectives of this process are to:				
7		19.2.1	Identify the billing mechanism.	HD			
7		19.2.2	Ensure that the billing mechanism can be accurately reported on.	HD			
7		19.2.3	Ensure clarity of roles, responsibilities and processes required for accurate and timely client invoicing.	HD			
7		19.2.4	Ensure that responsibility for all the required tasks is appropriately designated.	HD			
7		19.2.5	Provide a consistent approach to client invoicing.	HD			
7		19.2.6	List invoice source documentation / systems.	HD			
7		19.2.7	Ensure all costs associated with the service.	HD			
7		19.2.8	Ensure that there are appropriate quality checks.	HD			
7	19.3		The invoicing process is set out in Appendix C.	HD			
7	19.4		Invoices to contain the relevant account details.	HD			
8	Section 8 - Technology						
8	1		Overview				
8	1.1		Review all documentation provided for current systems.	HD			
8	2		Infrastructure				
8	2.1		ITIS Equipment means hardware, software, licences and associated equipment, including all component parts, etc.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	2.2		Contractor may choose to continue using the existing ITIS Equipment.	HD			
8	2.3		If existing equipment is to be used, the Contractor agrees that it will:				
8		2.3.1	Use ITIS Equipment for the sole purpose of providing the Component Services.	HD			
8		2.3.2	Properly maintain and secure the ITIS Equipment.	HD			
8		2.3.3	Insure the ITIS Equipment.	HD			
8		2.3.4	Support and maintain the ITIS Equipment.	HD			
8	2.4		Provide all hardware, software, licences and associated equipment, including all component parts, etc. for the delivery of the Voice Services.	HD			
8	2.5		Ownership of specialist, business applications is to be held by the Principal including:	HD			
8		2.5.1	Trip Planner.	HD			
8		2.5.1	CFS.	HD			
8		2.5.1	CMS.	HD			
8	2.6		Hardware and software used to deliver the Component Services to be subjected to "Support Services".	HD			
8	2.7		The current Voice Services delivery platform is presented in Appendix B.	HD			
8	2.8		The telephony system for receiving inbound calls should:				
8		2.8.1	Be flexible and future proof.	HD			
8		2.8.2	Automatically conduct regular testing of extensions.	HD			
8		2.8.3	Feature an easy to use Moves and Changes interface.	HD			
8		2.8.4	Provide detailed station level reporting for both incoming and outgoing calls on a national basis.	HD			
8		2.8.5	Provide ACD functionality / integration.	HD			
8		2.8.6	Provide IVR functionality / integration.	HD			
8		2.8.7	Enable call transfers.	HD			
8		2.8.8	Enable placing calls on hold.	HD			
8		2.8.9	Provide quality assessment tools such as call recording and active call monitoring.	HD			
8		2.8.10	Be based on current, proven technology offerings.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	2.9		The systems used to deliver the telephony systems to meet the uptime targets in accordance with the KPIs.	HD			
8	2.10		The Voice systems to accommodate the demand levels specified.	HD			
8	2.11		The Voice systems to support the transaction levels specified whilst meeting the KPIs.	HD			
8	2.12		Provide e-mail capability for receiving Feedback.	HD			
8	2.13		Provide IT facilities details and management arrangements for supporting the Voice Services, including:	HD			
8		2.13.1	Call Centre and data centre facilities.	HD			
8		2.13.2	Communications facilities including PABX, IVR, ACD, routers and gateways, internet access and hosting.	HD			
8		2.13.3	Hours of Operation, staffing, data base & software backup, off-site storage, archiving, etc.	HD			
8		2.13.4	Disaster Recovery facilities.	HD			
8	2.14		The current Internet Services delivery platform is presented in Appendix C.	HD			
8	2.15		The expected availability of the systems associated with the Data Centre facilities is in accordance with KPIs.	HD			
8	2.16		Telecommunications circuits:				
8		2.16.1	Front-end circuits are to be a minimum of 10 Mb per second bandwidth.	HD			
8		2.16.2	Front-end circuits will terminate at the Internet Services delivery infrastructure.	HD			
8		2.16.3	The telecommunications circuits to cope with the currently-experienced traffic demands with headroom for growth.	HD			
8		2.16.4	A second, single circuit is to be provided for management of the Internet Services delivery platform.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		2.16.5	The management circuit to be used for administrator access, managing content, performance monitoring and data logging and reporting of the Internet Services.	HD			
8	2.17		The ITIS Website to support the transaction levels presented in the table.	HD			
8	2.18		The ITIS Website to support the transaction levels presented in the table whilst meeting the KPIs.	HD			
8	2.19		The ITIS Website performance KPIs to be maintained in conjunction with user demand increases.	HD			
8	2.20		The Satisfy structure is presented in Appendix D.	HD			
8	2.21		Establish connectivity to Satisfy servers to provide Customer Feedback Services during Service Continuity.	HD			
8	2.22		Establish connectivity to CFMS for Call Centre Agents during Service Continuity.	HD			
8	3		Data Management				
8	3.1		The current data delivery and data management structure is presented in Appendix E.	HD			
8	3.2		The current data update processes are presented in Appendix F.	HD			
8	3.3		Provide detailed design of the systems and processes to capture and publish all ITIS data sets.	M			
8	3.4		Accept data files from Agencies and load to systems.	HD			
8	3.5		Ability to access and accurately transfer data from nominated data sources to ITIS.				
8	3.6		Deliver required outputs currently compiled and extracted from all of the data delivered to ITIS. The outputs are:	HD			
8		3.6.1	Data for Trip Planner, Internet Services and Voice Services.	HD			
8		3.6.2	Data for mobile.131500.com.au website.	HD			
8		3.6.3	Data as used by the IVR for Next Service enquiries.	HD			
8		3.6.4	Data as used by the T-Way PIDS.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		3.6.5	A full export of the current database for use by the TDC.	HD			
8	3.7		The current IDAs to be provided to the Contractor and the Contractor to maintain the IDA documents.	HD			
8	3.8		Create and maintain any new IDAs that may be required.	HD			
8	3.9		Accept data for additional Transport Service providers as required by the Principal.	HD			
8	3.10		Secure all ITIS data in accordance with "Security and Confidentiality of Information" requirements.	HD			
8	3.11		The ticketing and fare data to be utilised in fare calculation by Call Centre Agents.	HD			
8	3.12		The "CityRail Fare Assistant" application is provided to the Contractor for use by Call Centre Agents.	HD			
8	3.13		Provide access to the "CityRail Fare Assistant" functionality from the ITIS Website.	HD			
8	3.14		The Principal to provide data whenever updates are made and it to be made available to Call Centre Agents.	HD			
8	3.15		The update of applicable fare information to be consistent with the Contract.	HD			
8	3.16		Utilise the geographic location details provided to create mapping paths for display in the Trip Planner.	HD			
8	3.17		Where appropriate, supplement the geographic data provided to improve delivery of ITIS to customers.	HD			
8	3.18		Timetable and associated data may be delivered to the Contractor as XML files and include:	HD			
8		3.18.1	STA timetable data for Sydney and Newcastle buses.	HD			
8		3.18.2	STA timetable data for Newcastle ferries.	HD			
8		3.18.3	Sydney Ferries timetable data.	HD			
8		3.18.4	PBO timetable data.	HD			
8		3.18.5	ITIS sundry data.	HD			
8	3.19		The defined standards for the transfer and exchange of Transport Data being considered include:	HD			
8		3.19.1	Transmodel: Reference data model for public transport.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		3.19.2	SIRI: Service Interface for Real-Time Information.	HD			
8		3.19.3	IFOPT: Identification of Fixed Objects in Public Transport.	HD			
8		3.19.4	NaPTAN: National Public Transport Access Node Database.	HD			
8		3.19.5	TransXChange: Standard for interchange of public transport timetables.	HD			
8		3.19.6	JourneyWeb: Standard for public transport journey planning.	HD			
8		3.19.7	NPTG: National Public transport Gazetteer.	HD			
8		3.19.8	TPEG: Transport Protocol Exports Group.	HD			
8	3.20		Receive the data files provided and load them into the relevant systems for ITIS.	HD			
8	3.21		Accept real-time data on transport events as and when it is delivered from the relevant Agencies.	HD			
8	3.22		The currently anticipated real-time data sources are:				
8		3.22.1	Actual run times for STA buses provided by PTIPS.	HD			
8		3.22.2	Actual run times for Sydney Ferries provided by FOCIS.	HD			
8		3.22.3	Actual run times for CityRail trains provided by RailCorp.	HD			
8	3.23		Provide statements of the capability to accept data feeds for real-time transport events into the systems	HD			
8	3.24		Changes to the data management may require changes to the data recovery and Disaster Recovery parameters.	HD			
8	4		Security				
8	4.1		Ensure that all aspects of ITIS is secure from unauthorised access.	HD			
8	4.2		All security policies and procedures for the ITIS environment to be accepted by the Principal.	HD			
8	4.3		Implement and maintain the security measures in both the Voice Services and Internet Services delivery platforms.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	4.4		The ongoing management and maintenance of all systems, incorporating "Support Services" security requirements.	HD			
8	4.5		Create security policies and procedures for administering physical access to all areas.	HD			
8	4.6		Physical access to the designated areas to be restricted to personnel requiring access to perform ITIS related duties.	HD			
8	4.7		Audit access attempts to all areas on a monthly basis.	HD			
8	4.8		The physical security system will maintain a log of all access activities.	HD			
8	4.9		Provide a report to the Principal whenever requested detailing which individuals have access to the Data Centre.	HD			
8	4.10		Create security policies and procedures for administering user accounts on all ITIS Equipment and systems.	HD			
8	4.11		All user access activity is to be recorded in systems logs in a manner that enables auditing.	HD			
8	4.12		All access to systems and applications to be with a designated account linked to an identifiable individual.	HD			
8	4.13		Anonymous or generic logon accounts are not to be used.	HD			
8	4.14		Default system administrator accounts are not to be used.	HD			
8	4.15		Personnel who require privileges to perform tasks on systems to be allocated a login to perform these functions.	HD			
8	4.16		Create security policies and procedures for implementing and maintaining systems.	HD			
8	4.17		Implement systems to:				
8		4.17.1	Prevent unauthorised external access to ITIS Equipment.	HD			
8		4.17.2	Prevent unauthorised programs, applications, executable code from entering the ITIS environment.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		4.17.3	Physical access to all areas where ITIS activities are undertaken and / or ITIS Equipment / systems are housed.	HD			
8	4.18		Implement alternate solutions at different layers in the security structure.	HD			
8	4.19		Implement these systems for protection across application servers, network appliances, e-mail gateways and workstations	HD			
8	4.20		Monitor, manage and update all systems to ensure that protection for the environments is not compromised.	HD			
8	4.21		Security updates are to be managed in accordance with the "Change Management" requirements.	HD			
8	5		Disaster Recovery Plan				
8	5.1		Contractor to create a Disaster Recovery Plan	HD			
8	5.2		Test the Disaster Recovery Plan every 6 months.	HD			
8	5.3		Update Disaster Recovery Plan at the completion of the test.	HD			
8	5.4		The Disaster Recovery Plan will address as a minimum:				
8		5.4.1	The disaster recovery team structure and roles.	HD			
8		5.4.2	Assign the role of disaster recovery coordinator to an individual.	HD			
8		5.4.3	Articulate the facilities and infrastructure recovery process.	HD			
8		5.4.4	Articulate the data and telecommunications recovery process	HD			
8		5.4.5	Articulate the software recovery process.	HD			
8		5.4.6	Articulate the applications recovery process.	HD			
8		5.4.7	Detail the communication plan for use in the event of a disaster.	HD			
8	5.5		Fill the disaster recovery coordinator position.	HD			
8	5.6		The disaster recovery coordinator will be responsible for:				
8		5.6.1	Scheduling and facilitating half yearly reviews of the Disaster Recovery Plan.	HD			
8		5.6.2	Ensuring that the Disaster Recovery Plan is updated to reflect the outcomes of this review.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		5.6.3	Ensuring that a log of the review is maintained detailing all checks and the outcomes are recorded.	HD			
8		5.6.4	Circulating the amended document to relevant stakeholders for approval.	HD			
8		5.6.5	Circulating the approved and amended Disaster Recovery Plan to all Agencies for approval.	HD			
8		5.6.6	Addressing any discrepancies and finalising amendments to the Disaster Recovery Plan.	HD			
8		5.6.7	Ensuring that a copy of the Disaster Recovery Plan is in an accessible location and staff are aware of the location.	HD			
8		5.6.8	Ensuring that all members of the Disaster Recovery team are cognisant of current processes.	HD			
8		5.6.9	Ensuring that all members of the Disaster Recovery team are cognisant of current processes.	HD			
8		5.6.10	If no amendments are made to the plan following a half yearly review, advise Agencies that a review was done.	HD			
8		5.6.11	Executing the Disaster Recovery Plan in the event of a Disaster.	HD			
8		5.6.12	Communicating with the Principal in the event of a Disaster.	HD			
8	5.7		Put in place facilities, processes, procedures and plans to continue the Voice Services in the event of a Disaster.	HD			
8	5.8		The "tolerable period" of outage for Voice Services is 4 hours.	HD			
8	5.9		Any Disaster Recovery facility be located at least 10 kilometres from the primary Voice Services site.	HD			
8	5.10		The "Return to Operations" requirement for Voice Services is 4 hours.	HD			
8	5.11		The "Restore Point for Operations" for Voice Services is 23 hours.	HD			
8	5.12		Address all elements required to have Voice Services functional at the Disaster Recovery site including:				
8		5.12.1	Provision of facilities to host a second Voice Services delivery platform.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		5.12.2	Provision of the required telecommunications circuits for connection to the second Voice Services facility.	HD			
8		5.12.3	Provision of personnel with the appropriate level of skill and training.	HD			
8		5.12.4	Provision of all necessary equipment to facilitate a second Voice Services delivery platform.	HD			
8		5.12.5	Procedural documentation.	HD			
8	5.13		Put in place facilities, processes, procedures and plans to continue the Internet Services in the event of a Disaster.	HD			
8	5.14		The "tolerable period" of outage for the Internet Services is 53 minutes.	HD			
8	5.15		Any Disaster Recovery facility be located at least 10 kilometres from the primary Data Centre.	HD			
8	5.16		The "Return to Operations" requirement for the Internet Services is 53 minutes.	HD			
8	5.17		The "Restore Point for Operations" for the Internet Services is 23 hours.	HD			
8	5.18		Address all elements required to have Internet Services functional at the Disaster Recovery site including:				
8		5.18.1	Provision of facilities to host a second Internet Services platform.	HD			
8		5.18.2	Provision of required telecommunications circuits for connection to the secondary Internet Services platform.	HD			
8		5.18.3	Provision of personnel with the appropriate level of skill and training.	HD			
8		5.18.4	Provision of all necessary equipment to facilitate a second Internet Services delivery platform.	HD			
8		5.18.5	Procedural documentation	HD			
8	5.19		As enhancements are implemented, the Disaster Recovery parameters be reviewed, which might alter the following:	HD			
8		5.19.1	Tolerable period of outage.	HD			
8		5.19.2	Return to Operations.	HD			
8		5.19.3	Restore Point for Operations.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	5.20		If the Disaster Recovery parameters change due to a Service Enhancement, the Disaster Recovery Plan and associated systems are to be updated.	HD			
9	Section 9 - Personnel and Subcontractors						
9	1		Details of Subcontractors, Major Suppliers and Partners				
9	1.1		Utilise the services of its suppliers, partners or subcontractors in performing the Component Services.	HD			
9	1.2		The Contractor is the sole contractor for delivery of ITIS.	HD			
9	1.3		New suppliers or subcontractors may be introduced during the Term of Contract.	HD			
9	2		Employment of Contractor's Personnel				
9	2.1		Ensure that there are sufficient staff to implement and provide all the required Component Services.	M			
9	2.2		The Contractor will do all of the following:				
9		2.2.1	Staff the Call Centre sufficient to meet KPIs	HD			
9		2.2.2	Utilise the required number of managers, supervisors and phone operators.	HD			
9		2.2.3	May employ a combination of full time and part time permanent employees .	HD			
9		2.2.4	Determine the best method of employing resources to meet short term fluctuation.	HD			
9	3		Managerial Roles				
9	3.1		Specify key managerial personnel who will perform the following roles:				
9		3.1.1	Account executive.	HD			
9		3.1.2	Contract manager.	HD			
9		3.1.3	Sub-contractor account representatives.	HD			
9		3.1.4	Call Centre manager.	HD			
9		3.1.5	Call Centre supervisors.	HD			
9		3.1.6	Web administrator.	HD			
9		3.1.7	Contractor services manager.	HD			
9	3.2		Details required about each staff are specified in the table.	HD			
9	4		Technical Roles				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
9	4.1		Provide information about the technical experience and capabilities of its professional workforce to carry out:	HD			
9		4.1.1	Transition In.	HD			
9		4.1.2	Regular data management and maintenance, user and application support work.	HD			
9		4.1.3	Performance analysis and reporting.	HD			
9		4.1.4	Service Enhancements identified.	HD			
9	4.2		Presentation of details to be in the form of professional Resumes containing at the least specified items in table.	HD			
9	5		Organisational Charts				
9	5.1		Provide organisation charts for:				
9		5.1.1	Corporate Company Structure.	HD			
9		5.1.2	Call Centre Operations.	HD			
9		5.1.3	Website Responsibilities.	HD			
9	5.2		Identify the business units in its organisational chart responsible for relevant Contract functions, including:	HD			
9		5.2.1	Client Liaison.	HD			
9		5.2.2	Subcontractor Management.	HD			
9		5.2.3	Management of Projects.	HD			
9		5.2.4	Accounting / Billing.	HD			
9		5.2.5	Data Maintenance.	HD			
9		5.2.6	Support Services.	HD			
9		5.2.7	Problem Management.	HD			
9		5.2.8	Quality Assurance.	HD			
10	Section 10 - Transition						
10			Transition In				
10	1		Component Services Subject to Transition In				
10	1.1		Transition In to the new operational environment.	M			
10	2		Contractor Responsibilities				
10	2.1		Provision of all Component Services, functions and operations of ITIS whilst moving the delivery base.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	2.2		Perform Transition In without interruption to or degradation of delivery of Component Services.	HD			
10	2.3		Set up Transition In "Service Management" framework.	HD			
10	2.4		All Transition In activities to comply with Section 1.	HD			
10	2.5		Technical components needed to deliver current Component Services:				
10		2.5.1	All systems required to manage Voice, Internet, Customer Feedback and Trip Planning Services.	HD			
10		2.5.2	Technical components including hardware, software, telecommunication circuits and peripheral devices.	HD			
10	2.6		Facilities required to deliver the Component Services:				
10		2.6.1	Office facilities.	HD			
10		2.6.2	Data centre facilities.	HD			
10	2.7		Appropriate personnel to deliver Component Services:				
10		2.7.1	Sufficient quantities of personnel in each role.	HD			
10		2.7.2	Personnel appropriately trained to undertake the allocated roles.	HD			
10	2.8		State the position in terms of reemployment of current call centre personnel.	HD			
10	2.9		Policies and procedures documented and in place for providing and supporting Voice Services.	HD			
10	2.10		Policies and procedures documented and in place for providing and supporting Internet Services.	HD			
10	2.11		Policies and procedures documented and in place for performing data updates across all systems.	HD			
10	2.12		Structures and process in place for creation and delivery of the required reports to MoT.	HD			
10	2.13		Structures and process in place for the ongoing service delivery to the Principal.	HD			
10	2.14		Project management methodology and governance in accordance with the Structured Project Methodology.	HD			
10		2.14.1	Plan all aspects of delivery.	HD			
10		2.14.2	Manage all aspects of delivery.	HD			
10		2.14.3	Manage delivery to timeline.	HD			
10		2.14.4	Responsible for delivery outcomes.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	3.1		Contractor to indicate special requirements for "Current Contract Disengagement"				
10		3.1.1	IVR configuration.	HD			
10		3.1.2	Call Centre Agent training manual.	HD			
10		3.1.3	Software as presented.	HD			
10		3.1.4	Hardware as presented.	HD			
10		3.1.5	Current systems configurations.	HD			
10		3.1.6	Current policies and procedures to deliver Voice Services.	HD			
10		3.1.7	Current policies and procedures to deliver Internet Services.	HD			
10	4		Principal Supplied Items				
10	4.1		Indicate in table form for each Principal supplied items:				
10		4.1.1	If item specified will be required.	HD			
10		4.1.2	If the tem specified will not be required.	HD			
10		4.1.3	Cater for the expected role of all Principal supplied items in the execution of Transition In activities.	HD			
10	4.2		Take into account the Principal's preferences for asset ownership.	HD			
10	5		Project Management				
10	5.1		Provide a plan that complies with "Project Management" requirements.	HD			
10	5.2		The plan to recognise the need for Service Continuity up to and beyond the actual point of transition.	HD			
10	5.3		Responses to be assessed on the basis of risk management of service interruption or degradation.	HD			
10	5.4		Project management for the execution of Transition In is to include a detailed plan to:				
10		5.4.1	Implement / build and deliver all required systems.	HD			
10		5.4.2	Develop and deliver all facilities.	HD			
10		5.4.3	Recruit and train staff.	HD			
10		5.4.4	Cutover from the current ITIS delivery platform.	HD			
10		5.4.5	Plan covering key dependencies, delivery milestones, resource allocations to tasks and deliverables.	HD			
10	5.5		The execution of the Transition In activities to be tracked against the "Project Management" plan.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	6		Transition In Planning				
10		6.1	Design of all technical areas / components that will be required including:	HD			
10		6.1.1	Telecommunications circuits.	HD			
10		6.1.2	Local Area Network for Call Centre operations.	HD			
10		6.1.3	End to end communications connectivity.	HD			
10		6.1.4	Data centre requirements.	HD			
10		6.1.5	Network security.	HD			
10		6.1.6	Server hardware requirements.	HD			
10		6.1.7	Server operating system requirements.	HD			
10		6.1.8	Design of voice systems for receiving / routing of calls.	HD			
10		6.1.9	Design of all application systems needed.	HD			
10		6.2	Design of the facilities required to house the ITIS operations:				
10		6.2.1	Office facilities for call centre operations.	HD			
10		6.2.2	All data centre facilities for all operations.	HD			
10		6.2.3	Disaster recovery facilities.	HD			
10		6.3	Plans to ensure appropriate quantities of appropriately skilled personnel.	HD			
10		6.3.1	Plans of the roles required, the skills required in each role and the number of personnel in each role.	HD			
10		6.3.2	Plans showing how people will be recruited into these roles within the required timeframe.	HD			
10		6.3.3	Plans showing the training that will be required for personnel to undertake the allocated roles	HD			
10		6.4	Identification of the policies and procedures that will be required for:				
10		6.4.1	Timetable data updates.	HD			
10		6.4.2	Change processes.	HD			
10		6.4.3	Maintenance tasks.	HD			
10		6.4.4	Outage management.	HD			
10		6.4.5	Delivery of Voice Services functions.	HD			
10		6.4.6	Delivery of Internet Services functions.	HD			
10		6.5	Identification of the reporting requirements including:				
10		6.5.1	Monthly performance.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		6.5.2	Billing reports.	HD			
10		6.5.3	Ad-hoc reports.	HD			
10	7		Transition In Execution				
10	7.1		All technical areas / components that will be required:	HD			
10		7.1.1	Telecommunications circuits.	HD			
10		7.1.2	Local Area Network for Call Centre operations.	HD			
10		7.1.3	End to end communications connectivity.	HD			
10		7.1.4	Data centre requirements.	HD			
10		7.1.5	Network security.	HD			
10		7.1.6	Server hardware requirements.	HD			
10		7.1.7	Server operating system requirements.	HD			
10		7.1.8	Design of voice systems for receiving / routing of calls.	HD			
10		7.1.9	Design of all application systems needed.	HD			
10	7.2		Build-out of all required facilities:				
10		7.2.1	Office facilities for call centre operations.	HD			
10		7.2.2	All data centre facilities for all operations.	HD			
10		7.2.3	Disaster recovery facilities.	HD			
10	7.3		Engagement of appropriate personnel.	HD			
10		7.3.1	The required quantity of personnel with the required skills assigned to the identified roles.	HD			
10		7.3.2	The required personnel to commence delivery of the required ITIS functions from the Transition In date.	HD			
10		7.3.3	Training materials and courseware for incoming personnel.	HD			
10		7.3.4	Training of personnel completed.	HD			
10	7.4		7.4 Identification of the policies and procedures that will be required for:				
10		7.4.1	Timetable data updates.	HD			
10		7.4.2	Change processes.	HD			
10		7.4.3	Maintenance tasks.	HD			
10		7.4.4	Outage management.	HD			
10		7.4.5	Delivery of Voice Services functions.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		7.4.6	Delivery of Internet Services functions.	HD			
10	7.5		Identification of the reporting requirements including:				
10		7.5.1	Monthly performance.	HD			
10		7.5.2	Billing reports.	HD			
10		7.5.3	Ad-hoc reports.	HD			
10			Transition Out				
10	8		Objective				
10	8.1		Ensure that the transition takes care of the termination of services under the existing contract and facilitates the handover to a new environment and contract.	HD			
10	9		Scope				
10	9.1		Construct the framework for moving the finalised, contracted services to a new environment, including:	HD			
10		9.1.1	Defining roles for the parties involved.	HD			
10		9.1.2	Planning and putting in place processes and parameters for relocating key elements of delivery functions.	HD			
10		9.1.3	Creating a structured approach for achieving the required outcomes.	HD			
10		9.1.4	Maintaining current service delivery up to the designated completion date.	HD			
10	10		Services				
10	10.1		Unless the entire Contract is terminated, the subset of services to be terminated will be listed individually.	HD			
10	10.2		If the entire Contract is terminated, all services at the time of the disengagement notice will be transitioned.	HD			
10	10.3		Deliver all services up until the completion date of the Contract or as specified in the disengagement notice.	HD			
10	11		Execution				
10	11.1		Work with the Principal to ensure a seamless transfer of the services to the next service environment.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	11.2		On receipt of a disengagement notice, the Contractor's management team to commence the Transition Out.	HD			
10	11.3		The Transition Out team will be led by the Principal's nominated project manager.	HD			
10	11.4		The Principal's nominated project manager to provide the framework and governance methodology, including:	HD			
10		11.4.1	A team structure to undertake the delivery of activities associated with the Transition Out project.	HD			
10		11.4.2	The project team structure to identify key roles, responsibilities and personnel assignments to key roles.	HD			
10		11.4.3	A matrix defining ownership of key project activities	HD			
10		11.4.4	A communication plan for all interactions.	HD			
10		11.4.5	Plan covering key dependencies, delivery milestones, resource allocations to tasks and deliverables.	HD			
10	11.5		Have input into the project timeline for execution of the Transition Out.	HD			
10	11.6		Once completed, the project plan to be agreed upon.	HD			
10	11.7		Deliver the Transition Out activities in accordance with the agreed project plan under.	HD			
10	12		Roles				
10	12.1		The Transition Out team to be made up of representatives from the Principal and the Contractor.	HD			
10	12.2		Representatives from the Principal and their specified responsibilities are:				
10		12.2.1	Project manager for the Transition Out team.	HD			
10		12.2.2	ITIS Contracts Manager.	HD			
10		12.2.3	Stakeholder representatives.	HD			
10	12.3		Representatives from the Contractor and their specified responsibilities are:				
10		12.3.1	Contractor Transition Out team leader.	HD			
10		12.3.2	IT Manager.	HD			
10		12.3.3	Call centre manager.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		12.3.4	Contract manager.	HD			
10		12.3.5	Operations manager.	HD			
10	13		Equipment				
10	13.1		An inventory will be taken of all equipment that is being used to deliver the services.	HD			
10	13.2		The equipment register will represent the status of all equipment as at the date of the receipt.	HD			
10	13.3		The details recorded in the equipment register need to be sufficient.	HD			
10		13.3.1	The details for servers to include their specifications.	HD			
10		13.3.2	The details for software to include their specifications.	HD			
10	13.4		All equipment to be listed with the role / function that it performs and the ownership details.	HD			
10	13.5		Transfer all or part of the Principal Funded Equipment to the new services provider.	HD			
10	13.6		Promptly notify and pay the Principal the depreciated value of the item where an item cannot be transferred.	HD			
10	13.7		Promptly pay the Principal the depreciated value of the retained the Principal Funded Equipment.	HD			
10	13.8		Transfer all equipment at no charge to the Principal as part of the disengagement services.	HD			
10	13.9		Transfer all equipment free from all encumbrances so title passes to the Principal as at the date of transfer.	HD			
10	14		Intellectual Property				
10	14.1		Intellectual property generated under the Contract will be provided to the Principal.	HD			
10	14.2		Relevant processes, procedures and protocols put in place to have and deliver necessary documentation.	HD			
10	14.3		Following documents to be up to date as at the date of the receipt of the disengagement notice.	HD			
10		14.3.1	Asset registers.	HD			
10		14.3.2	Systems documentation.	HD			
10		14.3.3	Procedures documentation.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		14.3.4	Training documentation.	HD			
10	14.4		Data:				
10		14.4.1	All data relating to the delivery of ITIS.	HD			
10		14.4.2	Removal of all data relating to delivery of ITIS.	HD			
10		14.4.3	All data to be provided in Principal specified format.	HD			
10		14.4.4	All data to be provided on portable media.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	Section 1 - Common Service Requirements					
1	1	Overview				
1	1.1	Solution to cover, Service Continuity and Service Enhancements.	M			
1	1.2	Detail compliance statements for requirements specified Section 1 and following:	HD			
1		1.2.1 Section 2 - Trip Planning Services.	HD			
1		1.2.2 Section 3 - Customer Feedback Services.	HD			
1		1.2.3 Section 4 - Voice Services.	HD			
1		1.2.4 Section 5 - Internet Services.	HD			
1		1.2.5 Section 6 - Service Management.	HD			
1		1.2.6 Section 7 - Performance Management and Billing.	HD			
1		1.2.7 Section 8 - Technology	HD			
1		1.2.8 Section 9 - Personnel and Subcontractors	HD			
1		1.2.9 Section 10 - Transitions	HD			
1	1.3	Contractor to take transaction volumes in Appendix B as base for response	HD			
1	1.4	Service Continuity and Service Enhancements	HD			
1	1.5	Solutions could be different in Service Continuity and Service Enhancements periods.	HD			
1	1.6	Can copy Service Enhancement compliance from Service Continuity.	HD			
1	1.7	Option to re-use existing hardware.	HD			
1	1.8	If new solutions are implemented in order to support Service Continuity:				
1		1.8.1 State all assumptions, costs & timeframes.	HD			
1		1.8.2 Identify risk and mitigation strategies.	HD			
1	2	General Requirements				
1	2.1	Meet or exceed all Common Service Requirements.	HD			
1	2.2	ITIS to be capable of:				
1		2.2.1 Providing integrated & cost effective Voice & Internet Services.	HD			
1		2.2.2 Electronically recording of each Customer query.	HD			
1		2.2.3 Accurately, reliable and timely transaction reporting.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		2.2.4	Providing information on related services provided by other State Government agencies.	HD			
1		2.2.5	Incorporating a mapping system for identifying locations and paths.	HD			
1		2.2.6	Providing continuous improvement of ITIS processes.	HD			
1	2.3		Transport modes:				
1		2.3.1	ITIS to be capable of providing information on all modes of transport.	HD			
1		2.3.2	ITIS to be capable of including new Agencies and modes of transport.	HD			
1	2.4		Describe the approach to the delivery of common ITIS transactions.	HD			
1	2.5		ITIS to be capable of providing information for the ITIS Coverage Area.	HD			
1	2.6		The current ITIS Coverage Area is shown on the map in Appendix A.	HD			
1	2.7		The ITIS Coverage Area will extend during the life of the Contract.	HD			
1	2.8		Component Services to comply with the KPIs.	HD			
1		2.8.1	The IVR and Internet Services must be available at all times.	HD			
1		2.8.2	The Call Centre Response Services must be available during its Hours of Operations.	HD			
1	2.9		The Contractor is required to:				
1		2.9.1	Recruit sufficient Call Centre Agents to meet all Voice Services related responsibilities.	HD			
1		2.9.2	Implement software upgrades, modifications, enhancements and corrections.	HD			
1		2.9.3	Provide reliable services and consistently meet the KPIs.	HD			
1		2.9.4	Provide independently auditable high standard of Customer service.	HD			
1		2.9.5	Provide auditable reporting, accounting and billing systems.	HD			
1		2.9.6	Assess, advise the Principal on, and implement new technologies.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		2.9.7	Provide reliable, effective and flexible backup and Disaster Recovery services.	HD		
1		2.9.8	Declare relevant valid ISO accreditations hold.	HD		
1	2.10		Provide detailed information about Emergency Response Planning	HD		
1		2.10.1	Major traffic or transit network disturbances	HD		
1		2.10.2	Extreme increase in demand on Contractor's resources	HD		
1		2.10.3	Shortfall of Contractor's resources	HD		
1	3		Security and Confidentiality of Information			
1	3.1		Required to handle, in a security conscious way, confidential information of:	HD		
1		3.1.1	The Principal and Agencies.	HD		
1		3.1.2	Other stakeholder organisations.	HD		
1		3.1.3	Other transport organisations.	HD		
1		3.1.4	Commercial organisations.	HD		
1		3.1.5	Members of the Public.	HD		
1	3.2		Solutions to adhere Department of Commerce Office of Information and Communications guidelines, in particular with the following:	HD		
1		3.2.1	Guide to Labelling Sensitive Information.	HD		
1		3.2.2	Information Security Guidelines.	HD		
1		3.2.3	ASCI 33 - Security guidelines for Australian Government IT Systems.	HD		
1		3.2.4	AS/AZS ISO/IEC 27001:2006 - Information security management systems.	HD		
1		3.2.5	AS/AZS ISO/IEC 27002:2007 - Code of practice for information security management.	HD		
1	3.3		"In-confidence" information is defined as any information that, if made available for purposes other than those for which it is provided, could:			
1		3.3.1	Cause substantial distress to individuals or private entities.	HD		
1		3.3.2	Cause (directly or indirectly) financial loss for individuals or private entities.	HD		
1		3.3.3	Prejudice an investigation.	HD		
1		3.3.4	Facilitate the commission of crime.	HD		

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		3.3.5	Breach the confidence of information provide by third parties.	HD			
1		3.3.6	Impede the effective development or operation of Government policies.	HD			
1		3.3.7	Breach statutory restrictions on disclosure of information.	HD			
1		3.3.8	Disadvantage the Government in commercial or policy negotiations with others.	HD			
1		3.3.9	Undermine the proper management of public sector and its operations.	HD			
1	3.4		Personal data means any information that can be used to identify a person, such as:				
1		3.4.1	First or Last Name.	HD			
1		3.4.2	Date of Birth.	HD			
1		3.4.3	Address.	HD			
1		3.4.4	Contact details.	HD			
1		3.4.5	Any other information field containing any of the above.	HD			
1	3.5		In-confidence information must be protected against:				
1		3.5.1	Theft, failure or disposal of physical hardware equipments.	HD			
1		3.5.2	Unintended functionality made available in software systems.	HD			
1		3.5.3	Storing the data in clear text and not using the MoT ICT approved encryption method.	HD			
1		3.5.4	Unauthorised and/or unaudited access to hardware or software.	HD			
1		3.5.5	Attacks from internal and external sources to infrastructure.	HD			
1		3.5.6	Poor integration with third party systems that provides unintended access to data.	HD			
1	3.6		Immediate notification of the Principal, if any "in-confidence" data is accessed by unauthorised users.	HD			
1	4		Transport Data				
1	4.1		Become thoroughly familiar with the Transport Data and Data Sources.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	4.2		The Data Sources to be the main sources of information for ITIS.	HD			
1	4.3		Access the Transport Data and Data Sources without requiring the Agencies to modify their existing systems.	HD			
1	4.4		The Agencies may provide supplementary Transport Data, which does not reside on the Data Sources.	HD			
1	4.5		Accurate transfer of the Transport Data from Principal's data repositories.	HD			
1	4.6		Explain the abilities for interfacing, data loading and transformation of Transport Data.	HD			
1	4.7		Accept updated data from the Agencies and make available to Customers, as follows:				
1		4.7.1	Major service and timetable update information changes in accordance with the KPIs.	HD			
1		4.7.2	Daily timetable variations in accordance with the KPIs.	HD			
1		4.7.3	Changed Transport Conditions through the IVR in accordance with the KPIs.	HD			
1	4.8		Subject to receipt of data and quality of content, the Contractor is required to:				
1		4.8.1	Update data for all relevant systems according to KPIs.	HD			
1		4.8.2	Maintain audit log showing the date & time of data receipt and when update took place.	HD			
1	4.9		Provide the Principal with secured access to the data recorded in all relevant systems.	HD			
1	5		Reporting				
1	5.1		Meet the Service Continuity reporting requirements specified in Appendix D of Section 1.	HD			
1	6		Related Projects				
1	6.1		There are related projects that may have an impact on the delivery of ITIS.	HD			
1	6.2		Indicate the understanding and acceptance of the information on related projects.	HD			
1	7		Key Targets for Developments				
1	7.1		ITIS to support greater flexibility for service extension via a central information hub.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	7.2			Improving the Customer experience, service quality and cost-effectiveness	HD			
1	7.3			ITIS to become more consistent and integrated	HD			
1	7.4			Examples of proposed Service Enhancements include:				
1		7.4.1		Automation of query calls via IVR	HD			
1		7.4.2		Keep detailed records on all transactions	HD			
1		7.4.3		Provide accurate, reliable and timely transaction statistics, performance reports and etc.	HD			
1		7.4.4		Incorporating additional travel and Special Events information services.	HD			
1		7.4.5		Improved, integrated, managed end to end Customer Feedback Services.	HD			
1		7.4.6		Improve the use of geographical maps especially for Trip Planning and presentation.	HD			
1		7.4.7		Enabling the use of ITIS facilities and data by third parties.	HD			
1		7.4.8		Handle real-time temporary ITIS timetable and other data changes.	HD			
1		7.4.9		Employ protection against automated form submissions for all forms published on the Internet Services.	HD			
1	8			Quality of Service and KPIs for Service Enhancements				
1	8.1			Identify any operational impact and associated risks of proposed Service Enhancements.	HD			
1	8.2			Ensure that all Service Enhancements are implemented without impacting on delivery and quality of Component Services.	HD			
1	8.3			The KPIs specified under Service Continuity will not be relaxed when Service Enhancements are implemented.	HD			
1	8.4			The KPIs will be tightened as Service Enhancements are implemented.	HD			
1	8.5			New KPIs will be set with the Agencies prior to the approval of Service Enhancements.	HD			
1	8.6			New KPIs may be reviewed after a transitional period.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	9		Working with Third Parties				
1		9.1	Acknowledge and facilitate future engagements with third parties:				
1		9.1.1	The Principal may work with third parties to enhance the scope, quality and reach of ITIS.	HD			
1		9.1.2	Such arrangements may include provision of data or information by or to third parties.	HD			
1		9.1.3	The Principal may establish commercial relationships with third parties in order to achieve ITIS goals and objectives.	HD			
1		9.1.4	Third parties may be permitted to establish ITIS-like public transport information services.	HD			
1		9.2	Not to withhold co-operation in the implementation of any changes to the Contract as a result of engagement with third parties.	HD			
1		9.3	The Contractor is not granted exclusive rights to provide any of the Component Services.	HD			
1	10		Reducing Net Costs				
1		10.1	Reduce the costs of conducting the Component Services whilst meeting the KPIs.	HD			
1		10.2	Generate revenue using the Component Services through commercial relationships.	HD			
1	11		Alternative Data Sources and Data Maintenance Services				
1		11.1	ITIS depends on Agencies to source the data upon which Component Services are based.	HD			
1		11.2	Deal with data availability and accuracy issues of smaller transport service providers.	HD			
1		11.3	The proposed solutions to deal with data availability and accuracy issues may include:				
1		11.3.1	Manual data collection of timetable data from published timetables or route information.	HD			
1		11.3.2	Manual or GPS based collection of access points, route or Transit Location data.	HD			
1		11.3.3.	Manual collection of specialised route data and transport services.	HD			
1		11.3.4	Creation of mode interchange maps, 3D models and other useful information.	HD			
1	12		Reporting				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	12.1		Provide data analysis and reporting solution that allows the Principal to:				
1		12.1.1	Conduct multidimensional analyses on the data.	HD			
1		12.2.2	Output the report and analyses results to screen, paper, webpage or to a file format.	HD			
1	12.2		Provide and maintain a reporting data structure that shields:				
1		12.2.1	Production systems from the performance impacts of analyses and reports.	HD			
1		12.2.2	The report developer from the need to understand the raw data names and structures.	HD			
1	12.3		The data analysis and reporting solution to:				
1		12.3.1	Support appropriately secured development, testing and run-time environments.	HD			
1		12.3.2	Allow authorised personnel to pass parameters to the reports at run-time.	HD			
1		12.3.3	Prevent unauthorised users from accessing data they are not authorised to access.	HD			
1		12.3.4	Provide a web based interface for the design of reports and executing pre-defined reports.	HD			
1		12.3.5	Provide options for presenting the report and analyses results in tables and graphs.	HD			
1		12.3.6	Allow the report and analyses results to be readily incorporated into other documents.	HD			
1		12.3.7	Support interactive and intuitive drill down to additional reporting details as required.	HD			
1		12.3.8	Allow flexible reformatting of outputs to achieve professional quality results.	HD			
1	12.4		Provide quotations on the basis that Principal requires approximately:				
1		12.4.1	5 user licenses to develop reports and analyses.	HD			
1		12.4.2	20 user licenses for running pre-developed reports and analyses.	HD			
1	-		Section 1 - Appendix D: ITIS Reports				
1	13		Reporting Requirements				
1	13.1		Collect and keep reliable usage statistics about all services in sufficient detail allowing:	HD			
1		13.1.1	Manage day-to-day public transport operations.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1		13.1.2	Identify problem areas.	HD			
1		13.1.3	Improve quality of services.	HD			
1		13.1.4	Implement efficiency improvements and cost saving initiatives.	HD			
1		13.1.5	Analyse trends, assess requirements for Special Events or service disruptions, and accurately allocate service costs.	HD			
1	13.2		The following reporting requirements are common to all services and provide the ability to:	HD			
1		13.2.1	Produce reports for a specified date, week, month year or date ranges.	HD			
1		13.2.2	Filter and/or group the report results by one or many of the reporting parameters.	HD			
1		13.2.3	Present the reporting results by count, percentage, frequency values and totals and further grouped by day, week, month or year for 13 months rolling data.	HD			
1		13.2.4	Drill-down feature allowing to view the details of summarised or grouped report results.	HD			
1		13.2.5	Access to reports for at least five years worth of data.	HD			
1		13.2.6	Perform five year trend analysis in which reports can be compared at higher levels.	HD			
1		13.2.7	Configure the fields of a report.	HD			
1		13.2.8	Export results to common report file formats.	HD			
1		13.2.9	Grant access levels to authorised users according to their roles and organisations.	HD			
1	13.3		The Principal to have access to all of the reports on an ad-hoc basis.	HD			
1	13.4		"Monthly" or "Billing" report requirement is specified in the "Report Period" column.	HD			
1	13.5		The "Billing" report requirement for Service Enhancements is not specified.	HD			
1	14		Trip Planning				
1	14.1		Report - Transaction Statistics.	HD			
1	14.2		Report - Top 100 Transactions Summary.	HD			
1	14.3		Report - Delivery Channels.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	14.4			Report - Demand Analysis.	HD			
1	14.5			Report - Output Ratio Analysis.	HD			
1	14.6			Report - Soundex Usage.	HD			
1	14.7			Include a generic multidimensional analysis utility, allowing to:	HD			
1		14.7.1		Select any subset of trips by any of the trip parameters specified in the trip planning run.	HD			
1		14.7.2		Assign any of the trip parameters, result fields or aggregates of fields to any dimension.	HD			
1	14.8			Ability to create views of inter-dependencies.	HD			
1	15			Customer Feedback				
1	15.1			Report - Transactions Summary.	HD			
1	15.2			Report - Transaction Details.	HD			
1	15.3			Report - Performance.	HD			
1	15.4			Report - Quality.	HD			
1	15.5			The Principal requires data mining capabilities allowing multidimensional analysis.	HD			
1	15.6			Draft CFS records to be excluded from report results.	HD			
1	15.7			Report - Feedback (Transactions) Summary.	HD			
1	15.8			Report - Incident and Special Events.	HD			
1	15.9			Report - Input.	HD			
1	15.1			Report - Process.	HD			
1	15.11			FAQ Candidate Issues.	HD			
1	16			Voice Services				
1	16.1			Report - Transactions Summary.	HD			
1	16.2			Report - Call Transaction Types.	HD			
1	16.3			Report - Infoline Performance.	HD			
1	16.4			Report - IVR Performance.	HD			
1	16.5			Report - TTY Performance.	HD			
1	16.6			Report - TTY Log.	HD			
1	16.7			Report - Call Transaction Types (enhanced).	HD			
1	17			Internet Services				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
1	17.1		Ability to compare common statistics of services delivered via the Internet channels, which include:	HD			
1		17.1.1	Total number of visits and visitors.	HD			
1		17.1.2	Total number of sessions served.	HD			
1		17.1.3	Average time of sessions served.	HD			
1		17.1.4	Total number of page impressions.	HD			
1		17.1.5	Total number of unique page impressions.	HD			
1		17.1.6	Average time spent using the services.	HD			
1	17.2		Report - Visitor Statistics.	HD			
1	17.3		Report - Traffic Statistics.	HD			
1	17.4		Report - Content Statistics.	HD			
1	17.5		Report - Visitor Statistics (enhanced).	HD			
1	17.6		Report - Traffic Statistics (enhanced).	HD			
1	17.7		Report - Membership Statistics (enhanced).	HD			
1	18		Performance, Billing and Management				
1	18.1		Report - MoT Monthly Invoice.	HD			
1	18.2		Report - MoT KPI.	HD			
1	18.3		Report - Change Requests and Outages.	HD			
1	18.4		Report - ITIS Data Load.	HD			
1	18.5		Report - Call Charges from Communications Service Provider.	HD			
1	18.6		Report - Direct Number Reports from Communications Service Provider.	HD			
1	18.7		Report - Quality	HD			
1	18.8		Report - Automated User Sessions.	HD			
1	18.9		Report - Service Reduction.	HD			
1	19		Performance Monitoring				
1	19.1		Including following performance monitoring facilities for the Principal and the Agencies:				
1		19.1.1	Call Centre Agent-like access by the Principal and the Agency personnel.	HD			
1		19.1.2	Direct monitoring of service performance by the Principal and the Agency personnel.	HD			
1		19.1.3	Performance monitoring through Customer audits, Feedback and "Mystery Shopping".	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2	Section 2 - Trip Planning Services					
2	1	Overview				
2	1.1	Contractor must provide a Trip Planning Solution	M			
2	1.2	During Service Continuity may use existing Trip Planner.	HD			
2	1.3	The Trip Planner used on the ITIS Website is IPTISNet from Jeppesen.	HD			
2	1.4	The IPTISNet uses Mapinfo for geospatial data.	HD			
2	1.5	Contractor should describe its proposed trip planner	HD			
2	1.6	If new Trip Planner be implemented for Service Continuity:				
2		1.6.1 Specify all the assumptions, costs and timeframe implications of this approach.	HD			
2		1.6.2 Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
2	1.7	If existing Trip Planner be retained for Service Continuity:				
2		1.7.1 Specify all the assumptions, costs and timeframe implications of this approach.	HD			
2		1.7.2 Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
2	2	General Requirements				
2	2.1	Describe the process used to identify data conflict issues.	HD			
2	2.2	Resolve identified data conflict issues according to Problem Management processes set out in Section 6.	HD			
2	2.3	The Trip Planner to allow Customers and Call Centre Agents to locate addresses and routes rapidly	HD			
2	2.4	The Trip Planner served via Internet Services to be accessible via an Internet browser without requiring installation of client side application software.	HD			
2	2.5	Trip Planner to use the same data and algorithms for both Customer and Call Centre Agent queries.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2	2.6		If Call Centre specific Trip Planner interface is used, explain how such interfaces meet the high productivity needs of Call Centre Agents.	HD			
2	2.7		The Call Centre Agent to be able to build a trip plan according to Customer preferences.	HD			
2	2.8		All trip plans to be presented using a map showing streets, bus stops, lines, routes, stations and wharfs.	HD			
2	2.9		The Trip Planner to:				
2		2.9.1	Accept and process the timetable and route information from multiple data sources.	HD			
2		2.9.2	Provide a facility to input or update the timetable and route information manually.	HD			
2		2.9.3	Manually entered data to be used as an interface for smaller transport providers or make corrections.	HD			
2		2.9.4	Ensure that all trip plans are generated according to the timetable and route data processed.	HD			
2		2.9.5	Ensure that all trip segments are shown on the map and routes are realistic and as accurate as possible.	HD			
2		2.9.6	No architectural limit to transit network area or complexity	HD			
2		2.9.7	Group landmarks by types of places of interests.	HD			
2	2.10		The Trip Planner to be easy to use and user friendly. Explain usability best practices and guidelines followed.	HD			
2	2.11		The Trip Planner to:				
2		2.11.1	Include 'Soundex' feature for English language.	HD			
2		2.11.2	List all streets with common name to help in searches.	HD			
2		2.11.3	Calculate fares based on the Agencies' fare structures.	HD			
2		2.11.4	Print maps and itineraries for Customers.	HD			
2		2.11.5	Define and name entrance locations to underground or large stations or major interchanges with multi entrances.	HD			
2		2.11.6	Specify direct walking instructions and distances.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		2.11.7	Give walking itineraries.	HD			
2		2.11.8	Record the trip planning queries for reporting purposes.	HD			
2	2.12		Call Centre Agents to be able to provide a trip plan itinerary and other relevant information to Customers.	HD			
2	2.13		Support connectivity to automatic vehicle location systems to update schedules or trip plans in real-time.	HD			
2	2.14		State the experience and suggestions as to how to integrate additional known data into trip planning results.	HD			
2	2.15		Explain if and how the trip planning information can be shared with third party service providers by:	HD			
2		2.15.1	Integrating Trip Planner functionality into third party systems.	HD			
2		2.15.2	Enabling settings of trip planning preferences by the requesting third party systems.	HD			
2		2.15.3	Retaining branding information for third parties.	HD			
2	2.16		Explain if and how the Trip Planning Services can share the trip planning data with third party systems.	HD			
2	2.17		Interfaces for third parties to require minimal effort. Describe	HD			
2		2.17.1	The way in which the interfaces will be deployed.	HD			
2		2.17.2	The control process over the deployment.	HD			
2	2.18		The Trip Planner to support the ability to automatically specify some Special Events as destinations.	HD			
2	2.19		Ability to set up pre-configured trips for Special Events.	HD			
2	2.20		Provide an interface for management and maintenance of additional Transit Location information including:				
2		2.20.1	Access point descriptions and icons.	HD			
2		2.20.2	Interchange descriptions, icons and maps.	HD			
2		2.20.3	Taxi rank descriptions, contact details and icons.	HD			
2		2.20.4	Facility and amenity descriptions and icons.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		2.21		Provide an interface where third parties are able to feed or input traffic anomaly data into the Trip Planner.	HD			
2	3			Entering of Trip Requests				
2		3.1		The Trip Planner to be accessible via Internet Services and Voice Services delivery channels.	HD			
2		3.2		Trip planning via Internet Services is self serviced and via Voice Services is handled by Call Centre Agents.	HD			
2		3.3		Trip planning enquiries are grouped as <i>Basic</i> and <i>Full</i> :				
2			3.3.1	<i>Basic</i> trip planning enquiry has limited number of conditions to set.	HD			
2			3.3.2	<i>Full</i> trip planning enquiry allows for more input than <i>Basic</i> .	HD			
2			3.3.3	All input submitted to the Trip Planner to be validated and where applicable inputs to be confirmed.	HD			
2		3.4		Provide the ability to define landmarks or common departure and destination points.	HD			
2		3.5		Provide intelligent data input for complex trip planning parameters with minimum key strokes or mouse clicks.	HD			
2		3.6		Ability to specify departure and destination points by using an interactive map.	HD			
2		3.7		Multiple location, landmark or address matches to be presented for Customer to select the preferred one.	HD			
2		3.8		Customer to be able to set additional travel preferences:				
2			3.8.1	Give preference to lowest cost for the entire trip.	HD			
2			3.8.2	Options supporting wheelchair access and lifts.	HD			
2			3.8.3	Options to specify and identify park & ride and kiss & ride facilities at Transit Locations and interchanges.	HD			
2			3.8.4	Option to specify maximum walking distance.	HD			
2			3.8.5	Options involving cycling, taxis or use of private cars.	HD			
2			3.8.6	Ability to set a specific walking time to be used for walks in interchanges.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		3.8.7	Ability to include or exclude pre-pay only services.	HD			
2		3.8.8	Ability to perform suburb to suburb full trip plans.	HD			
2	3.9		All default preference selections to be configurable.	HD			
2	3.10		Supporting return trips or follow-up trips to be easy.	HD			
2	4		Presentation of Trip Planning Results				
2	4.1		When displaying trip planning results, the Trip Planner to be able to:				
2		4.1.1	Suggest the best routes in accordance with preferences.	HD			
2		4.1.2	Display the journey on a detailed map.	HD			
2		4.1.3	Provide itineraries including walking paths and distances.	HD			
2		4.1.4	Provide journey instructions in plain English.	HD			
2		4.1.5	Describe inter-modal transfers.	HD			
2		4.1.6	Support the filtering of journey options by accessibility.	HD			
2		4.1.7	Support the display of alternative times, if any.	HD			
2		4.1.8	Allow easy update the time of journey and re-submission of the trip planning enquiry.	HD			
2		4.1.9	Present all available information about a trip segment.	HD			
2		4.1.10	Indicate accessibility features of the Transit Locations, interchanges and services along the route.	HD			
2		4.1.11	Provide an option to plan a return trip for the current journey being viewed.	HD			
2		4.1.12	Support the planning of trips taking into consideration variations related to the bus services.	HD			
2	4.2		Indicate how the following requirements will be met:				
2		4.2.1	Ability to examine alternative trips by segments, properties or features of the trip.	HD			
2		4.2.2	Suggest the best routes by the trip's costs.	HD			
2		4.2.3	Segments of a trip should include any travel restrictions, display map and Transit Location or interchange details.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2	4.2.4	Support sorting and/or filtering of journey options by the trip's properties.	HD			
2	4.2.5	Provide descriptions of walking, cycling or driving segments including turns and parking instructions.	HD			
2	4.2.6	Display Transit Locations, interchanges closest to a given location, the routes serving these stops and the service times at these stops.	HD			
2	4.2.7	Optionally display details about a Transit Location.	HD			
2	4.2.8	Provide itineraries including and distinguishing between walking, cycling and waiting times.	HD			
2	4.2.9	Present alternative trip plans, sorted by the degree to which they match specified travel preferences.	HD			
2	4.2.10	Where a journey involves changes of services provide information describing where the changes occur.	HD			
2	4.2.11	Ability to easily update one or more of the journey parameters and re-submit the trip planning enquiry.	HD			
2	4.2.12	Any current active service disruptions to be shown as annotation against the trip segment in question.	HD			
2	4.2.13	Explain if proposed trip planning solution is capable of utilising Changed Traffic Conditions in its scheduling.	HD			
2	4.2.14	Trip Planner accessed via the ITIS Website to remember the Customer's last five trip plans.	HD			
2	4.2.15	Offer corporate Customers ready-made trip plans on their web pages.	HD			
2	4.2.16	The Customer to be able to share a trip plan with others	HD			
2	4.2.17	All itineraries created using the Trip Planner to include the ITIS logo.	HD			
2	4.2.18	The presentation of results to support navigation by dedicated maps or photographs created for complex interchange nodes.	HD			
2	4.2.19	The Trip Planner to include a fare calculator for all public transport modes.	HD			
2	4.2.20	Calculators to be provided for alternative travel indicating differences in calories used, carbon foot print and typical cost for a taxi ride or a private car.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
2		4.2.21	The trip plan information to include location and availability of car parking and taxi ranks; accessibility availability etc.	HD			
2	5		Reporting Requirements				
2		5.1	Meet the analysis reporting requirements.	HD			
3	Section 3 - Customer Feedback Services						
3	1		Overview				
3		1.1	Read in conjunction with other relevant Sections.	HD			
3		1.2	For Service Continuity, the existing CFS to be used.	HD			
3		1.3	Meet the analysis reporting requirements.	HD			
3		1.4	Meet the performance reporting requirements.	HD			
3		1.5	Meet the KPIs.	HD			
3	2		General Requirements for Service Continuity				
3		2.1	Manage the Feedback calls and emails, including the Minister's Hotline calls using the CFS.	M			
3		2.2	Achieve high First Customer Contact Resolution rate	HD			
3		2.3	Feedback to be recorded in the CFS and allocated to internal or Agency personnel.	HD			
3		2.4	The Minister's Hotline calls to be answered by first available CFS Call Centre Agent.	HD			
3		2.5	All Feedback to be electronically recorded and to be reported on. Both recording and reporting of Feedback to comply with AS ISO 10002-2006 standards.	HD			
3		2.6	The Principal to approve the procedures and guidelines developed by the Contractor.	HD			
3		2.7	Procedures and guidelines to be housed in the library at the Call Centre.	HD			
3		2.8	Minor procedures and guidelines updates to be communicated daily to the Call Centre Agents.	HD			
3		2.9	Major procedural changes to form part of the Change Control procedures.	HD			
3		2.10	Changes to procedures to be forwarded to the Call Centre in written format via the Contract Manager.	HD			
3		2.11	Ensure that:				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		2.11.1	Feedback content are accurate and complete.	HD			
3		2.11.2	First tier feedback resolution rate requirement is met.	HD			
3		2.11.3	"Urgent" calls are correctly identified and prioritised.	HD			
3	2.12		Customer Feedback must be accessible via the Call Centre Response Services.	HD			
3	3		General Requirements for Service Enhancements				
3	3.1		Registered Customers to have access to additional CFS functionalities.	HD			
3	3.2		Related Service Enhancements KPIs to be reviewed and amended as appropriate for the cut-over.	HD			
3	3.3		Propose a surveying solution that can be utilised through the Voice Services and Internet Services:	HD			
3		3.3.1	Allow easy management of surveys.	HD			
3		3.3.2	Support analysing the responses.	HD			
3		3.3.3	Support limited integration with other systems, particularly with the CFS.	HD			
3		3.3.4	Allow exporting of all survey responses to third party products.	HD			
3	4		Transaction Types and Services				
3	4.1		Access to Customer Feedback Services via the IVR.	HD			
3	4.2		The CFS Call Centre Agent handling Feedback to:				
3		4.2.1	Record the details of the Feedback in the CFS.	HD			
3		4.2.2	Allocate the Feedback to relevant area of referral.	HD			
3		4.2.3	Respond to Customers as is reasonably possible.	HD			
3		4.2.4	Resolve the Feedback, where possible.	HD			
3		4.2.5	Record the response details and update the Feedback status accordingly.	HD			
3	4.3		Provide the service for all of the Agencies.	HD			
3	4.4		As Feedback is logged, it is sent electronically to the 'Area of Referral' for case management and resolution.	HD			
3	4.5		"Urgent" Feedback is to be routed immediately to the relevant area of referral, while Customer is on the phone.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	4.6		Escalate all "Urgent" Feedback immediately by phone to nominated escalation points.	HD			
3	4.7		The Principal to provide escalation points and processes.	HD			
3	4.8		Feedback handling must comply with comply with Australian Standard AS ISO 10002-2006.	HD			
3	4.9		The Customer to be able to lodge Feedback on 131500.com.au.	HD			
3	4.10		Different modes of transport to have specific Feedback forms as follows				
3		4.10.1	Train and Ferry Feedback form.	HD			
3		4.10.2	Bus Feedback form.	HD			
3		4.10.3	Taxi Feedback form.	HD			
3		4.10.4	131500.com.au Feedback form.	HD			
3	4.11		Accept, record, categories and process the Feedback via the Internet Services.	HD			
3	4.12		A CFS must be utilised for recording Feedback details, organising its processing, analysis and reporting.	HD			
3	4.13		To the extend possible, following information to be recorded for each Feedback:				
3		4.13.1	Feedback type.	HD			
3		4.13.2	Incident time, location, mode and direction of travel.	HD			
3		4.13.3	Vehicle, passenger ticket number and persons involved.	HD			
3		4.13.4	Nature of the incident and health & safety implications.	HD			
3		4.13.5	Customer verbatim version of events.	HD			
3		4.13.6	Customer name and contact details.	HD			
3		4.13.7	Action required, if any.	HD			
3	4.14		The Customer to be provided with the following after Feedback is entered into the CFS:				
3		4.14.1	Feedback identification number.	HD			
3		4.14.2	Actions to be undertaken in response to the Feedback.	HD			
3		4.14.3	Area of Referral.	HD			
3		4.14.4	Process of handling Feedback.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		4.14.5	Where the Customer indicated the need for a call back, it to be provided by the Area of Referral (internal / external).	HD			
3	4.15		Ensure that the following Feedback details are correctly set or processed:				
3		4.15.1	Urgency of Feedback.	HD			
3		4.15.2	2nd or later backs querying an existing Feedback.	HD			
3		4.15.3	Relevant escalation points and processes.	HD			
3	4.16		Treat all calls to the Minister's Hotline as per standard Feedback handling and processing.	HD			
3	4.17		Provide Feedback and KPI reports.	HD			
3	4.18		The Principal may conduct an audit review of Customer Feedback Services.	HD			
3	4.19		Perform Customer Feedback Services in accordance with the "Security and Confidentiality of Information" requirements.	HD			
3	5		New CFS				
3			System Overview				
3	5.1		The CFS to be Internet based solution used to capture, process and resolve Feedback.	HD			
3	5.2		The CFS to be implemented as a centralised solution with data segregation and custom configuration support.	HD			
3	5.3		The CFS to be used for following purposes:				
3		5.3.1	Provide easy access to current or closed similar Issues.	HD			
3		5.3.2	Automatic escalation of overdue Issues.	HD			
3		5.3.3	Define global and Agency specific resolution settings.	HD			
3		5.3.4	Serve as a communications tool between Agencies and Customers.	HD			
3		5.3.5	Produce summary and detailed Feedback reports.	HD			
3		5.3.6	Integrate with 131500.com.au to capture Case and Issue details; provide progress details to Registered Customers.	HD			
3		5.3.7	Act as repository of actions and correspondences with respect to Cases and Issues.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		Functional Requirements				
3	5.4	Login to CFS:				
3	5.4.1	All CFS users are required to login to the CFS.	HD			
3	5.4.2	Login to authenticate CFS user's credentials.	HD			
3	5.4.3	Unsuccessful login attempts to temporarily disable the account attempting to login.	HD			
3	5.4.4	All failed login attempts to be logged in the CFS.	HD			
3	5.4.5	Provide information on the single sign on capabilities.	HD			
3	5.5	Create a Case:				
3	5.5.1	All CFS users, including Customers, to be able to create a Case.	HD			
3	5.5.2	The mandatory information, service and issue classifications depend on the nature of Issue and CFS user's role creating the case.	HD			
3	5.5.3	A Case can be reported via multiple methods/channels.	HD			
3	5.5.4	Allow easy adding of new Case capturing methods.	HD			
3	5.5.5	A Customer to be able to create Cases via 131500.com.au or Agency's website without authenticating.	HD			
3	5.5.6	The "Create a Case" function to be made available to external systems such as Agency's website.	HD			
3	5.5.7	A Case submitted via 131500.com.au or Agency's website to only be stored as a draft record until further processed by a Call Centre Agent.	HD			
3	5.5.8	Check if the Customer already has an existing record.	HD			
3	5.5.9	Allow nominating the searchable data fields as unique identifiers in the system's configuration.	HD			
3	5.5.10	Prompt Call Centre Agent to confirm whether the Customer is an existing or a new one, where applicable.	HD			
3	5.5.11	A Case can have multiple Issues involving several modes of transport and Agencies.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.5.12	If Customer is not anonymous, each Case to allow for capturing Customer's name, contact and address details.	HD			
3	5.5.13	A typical Transport Service related Issue to allow capturing of all information needed to assist the processing of the Issue.	HD			
3	5.5.14	A typical non-Transport Service related Issue to allow capturing of minimum information needed to processing of the Issue.	HD			
3	5.5.15	Allow the Agency specific configuration of the mandatory and optional Case and Issue metadata.	HD			
3	5.5.16	Ability to sort Category, Subject and Service selection lists by hierarchies, names or usage frequencies.	HD			
3	5.5.17	Check for similar Issues as a background process and display results grouped by Incidents and Special Events.	HD			
3	5.5.18	The Issue similarity check to be done by comparing the key fields' values against existing Issues for a time range.	HD			
3	5.5.19	Allow configuring the default Issue similarity criteria in systems' configuration.	HD			
3	5.5.20	A CFS user to be able to alter the default criteria (in "Create a Case" mode) for the Issue similarity check performed by the CFS.	HD			
3	5.5.21	Ability to associate an Issue with an Incident and/or Special Event.	HD			
3	5.5.22	Where a Customer associates an Issue with an Incident and/or Special Event; based on their satisfaction levels an Issue can automatically be closed or referred to a Call Centre Agent.	HD			
3	5.5.23	Each new Case to have a unique reference number.	HD			
3	5.5.24	The unique Case reference number to be generated in a way that impedes reconstruction of numbers of Cases.	HD			
3	5.5.25	A Case lodged by an existing Customer to be recorded against the Customer's existing record.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.6			Search/Browse Cases:				
3		5.6.1		A Customer to be able to track Case status on 131500.com.au.	HD			
3		5.6.2		A Customer's view of a Case must be limited	HD			
3		5.6.3		Registered Customer to be able to view detailed information of an existing Case.	HD			
3		5.6.4		All Registered Customers to be able to only browse and view the details of the Cases they created.	HD			
3		5.6.5		All Registered Customers to be able to access extended Case details only after authentication via 131500.com.au.	HD			
3		5.6.6		Ability to search and browse Cases by any Case field.	HD			
3		5.6.7		Support free-text search	HD			
3		5.6.8		All Registered Customers and CFS users to be able to identify and view Cases with outstanding Issues.	HD			
3		5.6.9		All CFS users to be able to easily view all outstanding Cases ordered by priority and number of days since created.	HD			
3		5.6.10		Search and browsing to list and group the matching Cases under Case attributes and properties.	HD			
3		5.6.11		All CFS users to be able to re-order the matching Case results by column headers.	HD			
3		5.6.12		All CFS users to be able to save a search input criteria and/or the format results are presented in as a personal or shared search template.	HD			
3		5.6.13		A CFS user to be able to open and run his/her personal and other shared search templates.	HD			
3	5.7			Update a Case or an Issue:				
3		5.7.1		All Registered Customers to be able to add additional information to an existing Case.	HD			
3		5.7.2		When additional information is added to a Case or an Issue, the record should be marked accordingly.	HD			
3		5.7.3		Ability to configure Registered Customer's ability to update a Case or an Issue online.	HD			
3		5.7.4		All CFS users to be able to update all the details of an Issue, for a given Case status.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.7.5	All CFS users to be able update referenced records as part of the updating of a Case or an Issue.	HD			
3	5.7.6	Any change to important Issue details to automatically create an Audit Log entry.	HD			
3	5.8	Allocate Issues of a Case:				
3	5.8.1	A Case can have several Issues allocated to one or different Agencies.	HD			
3	5.8.2	An Issue can only be allocated to a single Agency at one given time.	HD			
3	5.8.3	Issues registered in a Case can be allocated to Agencies within the creation process.	HD			
3	5.8.4	If Case has Issues that are yet to be allocated, Call Centre Agents to be able to allocate these Issues to relevant Agencies.	HD			
3	5.8.5	Automatically suggest an allocation based on Issue details such as mode of transport.	HD			
3	5.8.6	Support both centralised and decentralised ways of managing Cases.	HD			
3	5.8.7	An Issue linked to Incident or a Special Event associated with an Investigator to be automatically assigned.	HD			
3	5.8.8	When an Issue is allocated, a nominated person at the Agency to be notified of the allocation.	HD			
3	5.8.9	Allow allocation notifications to be switched on or off.	HD			
3	5.9	Accept or Reject an Issue:				
3	5.9.1	An Investigator to be able accept or reject an Issue.	HD			
3	5.9.2	An Investigator to be able accept or reject an Issue allocated to his/her Agency.	HD			
3	5.9.3	An Investigator to be able to accept or reject multiple Issues of a Case with one action.	HD			
3	5.9.4	An Investigator to be able to reject one or many Issues that are not finalised at any point in time.	HD			
3	5.9.5	When rejecting Issues, the Investigator to provide a reason for the rejection of Issues.	HD			
3	5.9.6	Rejection of Issues to notify the relevant Call Centre Agents who allocated the Issues.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.9.7	A rejected Issue may be re-allocated to the same Agency again or any other Agency.	HD			
3		5.9.8	Where a Case has multiple Issues, the Investigators to be able to view Issue details and there are other Issues allocated to other Agencies.	HD			
3	5.10		Assign a Case or Issue				
3		5.10.1	An Investigator to be able to assign one or many Issues.	HD			
3		5.10.2	An Investigator who accepted Issues to be able to assign these Issues to another Investigator within a single action.	HD			
3		5.10.3	When Issues are assigned to an Investigator, an assignment notification to be sent to the Investigator.	HD			
3		5.10.4	An assigned Issue cannot be rejected; it can only be re-assigned to another Investigator.	HD			
3		5.10.5	An Issue assigned to a group of Investigators, any member of this group to have access to the Issue.	HD			
3		5.10.6	An Investigator to be able to invite external user to either view Issues details or comment on the Issue.	HD			
3		5.10.7	Any secured email links created by the CFS for external users to have expiry dates.	HD			
3		5.10.8	An Investigator to be able to specify the level of Issue detail an external user can view before sending invitation.	HD			
3		5.10.9	An external user to be presented with and be required to agree to a privacy note before viewing the Issue details.	HD			
3		5.10.10	An external user to be able to view limited or extended Issue details, depending on the Issue invitation settings.	HD			
3	5.11		Resolve an Issue:				
3		5.11.1	An Issue is Resolved, when the Issue is completed as far as the Customer is concerned.	HD			
3		5.11.2	A "Resolved" Issue is not "Finalised".				
3		5.11.3	All CFS users to be able resolve an Issue by completing the actions specified in the applicable workflow.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.11.4	Check for similar Issues as a background process and display results grouped by Incidents and Special Events.	HD			
3		5.11.5	The Issue similarity check to be done by comparing the key fields' values against existing Issues for a time range.	HD			
3		5.11.6	A CFS user to be able to alter the default criteria (in "Resolve an Issue" mode) for the Issue similarity check performed by the CFS.	HD			
3		5.11.7	A CFS user to be able to note whether the Customer was satisfied or dissatisfied with the resolution.	HD			
3	5.12		Category, Subject and Service:				
3		5.12.1	Actions specified in the applicable workflow to vary based on Issue's Category, Subject and Service values.	HD			
3	5.13		Create an Attachment:				
3		5.13.1	All CFS users to be able to attach documents to a Case or an Issue.	HD			
3	5.14		Record Correspondence:				
3		5.14.1	All CFS users to be able to log a correspondence record against a Case.	HD			
3		5.14.2	A Correspondence record to store all related information to the correspondence made.	HD			
3	5.15		Finalise an Issue:				
3		5.15.1	An Investigator to be able finalise an Issue by completing the tasks/actions specified in the workflow.	HD			
3		5.15.2	If a Finalised Issue has an Outcome, then the Investigator to be able to register the Outcome details.	HD			
3		5.15.3	Only an Investigator to be able to finalise an Issue.	HD			
3		5.15.4	An Investigator finalising an Issue to be able to flag that Issue requires further review.	HD			
3		5.15.5	An Investigator finalising an Issue to be able to review and update the previously entered Customer satisfaction note.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.15.6	At the point of finalising an Issue the Investigator to be able to mark the Issue as an "FAQ Candidate".	HD			
3	5.16		Notify Customer of Progress:				
3		5.16.1	Provide all CFS users an easy, effective and efficient way of preparing Correspondence letters.	HD			
3		5.16.2	An Investigator to be able to prepare a Correspondence letter and submit it for approval.	HD			
3		5.16.3	Ability to configure global or Agency specific Correspondence approval requirements.	HD			
3		5.16.4	A Senior Investigator or Correspondence Officer to be able to amend and approve a Correspondence letter.	HD			
3		5.16.5	Approved Correspondence letter to be sent to the Customer and recorded in the CFS.	HD			
3	5.17		Send Scheduled Issues Summary:				
3		5.17.1	Issues Summary report produces a summary of open and overdue Issues and email it to nominated addresses.	HD			
3	5.18		Escalate Outstanding Issue:				
3		5.18.1	An automatic Escalation Agent to be configurable to execute scheduled jobs.	HD			
3		5.18.2	If there are matching outstanding Issues, it sends a reminder to the Investigator or escalates the Issue.	HD			
3		5.18.3	Escalation rules to be configurable depending on the Agency, Priority and Status of an Issue.	HD			
3	5.19		REMOVED.				
3	5.20		Manage Workflows:				
3		5.20.1	An Administrator to be able create a workflow.	HD			
3		5.20.2	Workflow to be able to be driven by Category, Status, Priority, Subject or Service or a combination of these.	HD			
3		5.20.3	Explain the workflow management capabilities of proposed customer feedback system.	HD			
3		5.20.4	Workflow to be able to perform jobs at specific times automatically and allow configuration of emailing settings.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3	5.21			Manage Escalation Settings:				
3		5.21.1		Ability to configure scheduled escalation jobs and criteria triggering actions to be taken.	HD			
3		5.21.2		Ability to specify the maximum period for Issues to progress from one to another status or to final status.	HD			
3		5.21.3		An escalation job to include details of the escalation.	HD			
3	5.22			Manage Users and Groups:				
3		5.22.1		Ability to create, view, edit and disable CFS user accounts and update CFS user's roles and permissions.	HD			
3		5.22.2		Ability to create, view, edit and archive Groups, Subgroups, Categories, Subjects and Services.	HD			
3		5.22.3		Ability to create associations between Groups or Subgroups and Category, Subject and a Service.	HD			
3	5.23			Manage Incidents and Special Events:				
3		5.23.1		Ability to create, view, edit and archive Incidents and Special Events.	HD			
3		5.23.2		Both Incidents and Special Events to be able to store broadcast type information.	HD			
3		5.23.3		Ability to associate an Incident or a Special Event to an Investigator.	HD			
3		5.23.4		All CFS users to be able associate issues with an Incident and/or a Special Event.	HD			
3				Non-Functional Requirements				
3	5.24			General:				
3		5.24.1		Support communication with third party data sources to validate input or retrieve selection lists.	HD			
3		5.24.2		All CFS users to be provided with an easy view of number of Correspondences, historical, open and closed Cases.	HD			
3		5.24.3		In an Issue's description, words deemed as inappropriate to be masked automatically.	HD			
3	5.25			Environment:				
3		5.25.1		The CFS to be online and also accessible from Intranet.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.25.2	The CFS to be accessible without the need for installation of client-side components.	HD			
3		5.25.3	Specific CFS functionality to be accessible by external users.	HD			
3	5.26		Performance:				
3		5.26.1	All GUIs accessed by a Call Centre Agent to be light-weight and perform at an optimum level meeting the response times specified.	HD			
3	5.27		Data Segregation and Protection of Sensitive Information:				
3		5.27.1	All CFS users to view records based on their Agencies, Categories and Services they are authorised to view.	HD			
3		5.27.2	Information and functionality made available to all CFS users to be based on their roles.	HD			
3		5.27.3	Allow the storing of sensitive information.	HD			
3	5.28		Data Integrity:				
3		5.28.1	Ability to mark records deleted without physical deletion.	HD			
3		5.28.2	Referenced records can only be archived, not deleted.	HD			
3		5.28.3	Historical data integrity to be maintained.	HD			
3		5.28.4	When viewing an Issue, Customer's previous records to be made available to the CFS user.	HD			
3	5.29		Audit Log:				
3		5.29.1	Audit Log information to be stored against all records, when they are created, viewed, printed or modified.	HD			
3		5.29.2	Audit Log information to be presented in the order the log records have been created.	HD			
3	5.30		Workflow:				
3		5.30.1	Allow global or Agency specific configuration of Issue statuses and types.	HD			
3		5.30.2	Allow management of custom list of actions per Status.	HD			
3	5.31		Integration & Reporting:				
3		5.31.1	The CFS to integrate with 131500.com.au.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
3		5.31.2	Authorised users to be able to view off-line version of the CFS database.	HD			
3		5.31.3	Ability to extract selected CFS data into other systems.	HD			
3		5.31.4	Restrict data extract and reporting to non-personal information	HD			
3	5.32		Usability:				
3		5.32.1	Reduce the time it takes to create new entries.	HD			
3		5.32.2	The UI to use state-of-the-art technologies and system to perform independent tasks without loss of performance.	HD			
3		5.32.3	Have high level of usability allowing users to perform basic functions with minimal training.	HD			
3		5.32.4	Both print and online users manuals to be made available.	HD			
3		5.32.5	Provide Administration or operations specific manuals.	HD			
3		5.32.6	Ability to easily re-arrange the user manuals to meet the requirements of specific user roles.	HD			
3	5.33		Standards:				
3		5.33.1	System / processes to adhere to Standards specified.	HD			
4	Section 4 - Voice Services						
4	1		Overview				
4	1.1		Solution must cover Continuity and Enhancements of Voice Services	M			
4	1.2		May choose to continue using the existing IVR or to substitute with another IVR.	HD			
4	1.3		If new IVR be implemented for Service Continuity:				
4		1.3.1	Specify all the assumptions, costs and timeframe implications of this approach.	HD			
4		1.3.2	Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
4	1.4		Meet the KPIs.	HD			
4	2		Call Centre Agent Response Services				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	2.1		The current ITIS contract does not provide for transitioning Call Centre Agents.	HD			
4	2.2		The Critical Functions for this Component Service are:				
4		2.2.1	Advice for bus, train and ferry itinerary planning.	HD			
4		2.2.2	Fare options and journey costs for all modes of transport in the itinerary solutions provided.	HD			
4		2.2.3	Perform Trip Planning Services for the Customer according to their needs and preferences.	HD			
4		2.2.4	Advising about ticket availability, locations, price and entitlement information.	HD			
4		2.2.5	Provide Special Events transport service information.	HD			
4		2.2.6	Provide timetable and alterations to timetable information.	HD			
4		2.2.7	Provide information on track work and other service disruptions and resumptions.	HD			
4		2.2.8	Receiving and handling Feedback from Customers in accordance with the KPIs.	HD			
4		2.2.9	Ability to seamlessly transfer a Customer to an Agency specific customer service centre as appropriate.	HD			
4		2.2.10	Provide at least one TTY trained Call Centre agent.	HD			
4	2.3		Provide pricing for the provision of the services in accordance with the following options of Hours of Operation:				
4		2.3.1	6am to 10pm seven days per week.	HD			
4		2.3.2	6am to 1am the following day, seven days per week.	HD			
4		2.3.3	6am to 1am Monday to Thursday and 24 hours per day from 6am Friday to 1am Monday.	HD			
4		2.3.4	24 hours per day seven days per week.	HD			
4	2.4		Provide costing to optionally extend Call Centre operations to 24 hours for Special Events, upon 2 weeks' notice.	HD			
4	2.5		Agree that payment for the Call Centre Agent Response Services will not exceed the fees due for 300,000 calls in any one month.	HD			
4	2.6		If the Call Centre Agent Call Maximum is to be reached, an estimate of the excess call volume and the reason for it to be forwarded to the Principal.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	2.7		Using the forecast model to have processes in place to identify the excess call volume as early as possible.	HD			
4	2.8		If the Call Centre Agent Call Maximum is exceeded outside business hours, the Principal to be advised.	HD			
4	2.9		REMOVED.				
4	2.10		The Principal to approve the procedures and guidelines developed by the Contractor.	HD			
4	2.11		Procedures and guidelines to be housed in the library at the Call Centre.	HD			
4	2.12		Procedures and guidelines updates to be communicated to the Call Centre Agents within eight hours of the next shift.	HD			
4	2.13		Any revisions to procedures and guidelines impacting on the provision of services to approved in accordance with the Change Control procedures.	HD			
4	2.14		Where a procedure with impact to the service is introduced this to be sent to Call Centre in written format.	HD			
4	2.15		The diagram indicates the options for Customers to access the Call Centre Response Services.	HD			
4	3		Call Centre Agent Response Services Transactions				
4	3.1		ITIS to support the required Call Centre Agent Response Services transactions and in accordance with the KPIs.	HD			
4	3.2		Ability to respond to information requests about Transport Services with special conditions and features.	HD			
4	3.3		In an emergency, adhere to the Emergency Response Plan, and where applicable, read the standard script.	HD			
4	3.4		Ability to respond to queries about an unplanned service interruption and requests for information on problems possibly related to the interruption.	HD			
4	3.5		A Call Transaction Record to be created for every call handled, recording:	HD			
4		3.5.1	The type of enquiry.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		3.5.2	The relevant Agency for all enquiries related to a specific Agency.	HD			
4		3.5.3	The mode of travel.	HD			
4		3.5.4	Automatic date and time stamp.	HD			
4		3.5.5	Automatic Call Centre Agent identifier.	HD			
4	3.6		Ensure that enquiry records where Customer could not be adequately assisted are flagged.	HD			
4	3.7		TTY Services:				
4		3.7.1	TTY Call Centre Agents to receive calls from 1800 number.	HD			
4		3.7.2	TTY handsets equivalent or superior to current hardware to be used.	HD			
4	3.8		Interpreter Services:				
4		3.8.1	Provide multilingual facilities for any of the Community Languages.	HD			
4		3.8.2	The additional fees for multilingual Call Centre Agent Response Services will be based on options provided.	HD			
4	3.9		Trip Planning:				
4		3.9.1	Call Centre Agents to operate the Trip Planner in accordance with Section 2.	HD			
4		3.9.2	Trip plan details, alternatives and map references to be explained to the Customer.	HD			
4		3.9.3	Call Centre Agent to consolidate information about Transit Locations, routes and timetable from multiple Agencies.	HD			
4	3.10		Customer Feedback:				
4		3.10.1	Call Centre Agents to accept Feedback from Customers and provide related services to them.	HD			
4	4		Training				
4	4.1		Call Centre Agents to be very familiar with and committed to the NSW public transport network.	HD			
4	4.2		Ensure Call Centre Agents are appropriately trained and skilled in the provision of the Component Services.	HD			
4	4.3		Agree to do all of the following, where Call Centre Agents:				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		4.3.1	To learn the fundamentals of customer service and care.	HD			
4		4.3.2	Will receive in-depth product practice and initial Call Centre Agent training will be delivered by service managers involved in the daily Call Centre operations.	HD			
4		4.3.3	To be tested on each level or "module" and only Call Centre Agents completing the training be allowed provide any services.	HD			
4	4.4		A record of competency achievement will be maintained and provided to the Principal upon request.	HD			
4	4.5		TTY attendance train-the-trainer training will be provided by PrintAcall or another service as agreed in writing.	HD			
4	4.6		Call Centre Agents must have detailed knowledge of the relevant Component Services.	HD			
4	4.7		Call Centre Agents must have regular first hand experience within the NSW public transport network.	HD			
4	4.8		The Principal reserves the right to assess the knowledge and training of Call Centre Agents.	HD			
4		4.8.1	The Call Centre Agents to be available to attend assessment activities in person at a time and place.	HD			
4		4.8.2	The Principal may determine at its sole discretion that assessment by telephone is not acceptable.	HD			
4		4.8.3	The Contractor to carry all costs associated with the attendance of Call Centre Agents and their assessment.	HD			
4	5		Operational & Management Processes				
4	5.1		Ensure that the appropriate ratio of service managers to Call Centre Agents is assigned.	HD			
4	5.2		Daily operations in the Call Centre to be managed from a call and resources desk..	HD			
4	5.3		Ensure that a common information pack covering all Agency specific matters is developed and maintained.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	5.4		Supervisors primarily to manage the performance of the team and develop adequate coaching plans.	HD			
4	5.5		Supervisors or dedicated "quality managers" to carry out regular coaching observations on each Call Centre Agent.	HD			
4	5.6		The observations to record the following quality of service standards:				
4		5.6.1	Calls answered by Call Centre Agents using appropriate brand name and/or greeting.	HD			
4		5.6.2	Prompt service.	HD			
4		5.6.3	Correct allocation of an enquiry to an Agency.	HD			
4		5.6.4	Right first time execution.	HD			
4		5.6.5	Fast accurate problem resolution.	HD			
4		5.6.6	Customer friendly.	HD			
4		5.6.7	Adherence to defined procedures.	HD			
4		5.6.8	Correct closure.	HD			
4		5.6.9	Correct recording of call details in Call Transaction Records.	HD			
4	5.7		Report detailing results of such observations to be made available to the Principal.	HD			
4	5.8		Ensure that Call Centre Agents are adhering to the policies and procedures as documented in the Operator Manual.	HD			
4	5.9		Describe any other mechanisms may be employed to ensure appropriate customer care and quality of service.	HD			
4	5.10		Prepare, maintain and allow the Principal to access the Operator Manual describing how the Call Centre Agent Response Services will be provided.	HD			
4	5.11		The initial version of the Operator manual to be prepared during the implementation period.	HD			
4	5.12		Facilitate the compilation of an Operator Manual which would best serve the needs of the Call Centre Agents.	HD			
4	5.13		Contractor must communicate updated transport data	HD			
4	6		Call Centre Call Avalanche Process				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	6.1		Contractor to acknowledge the problem and readiness to deal with it	HD			
4	6.2		Actions during a Call Avalanche situation required are:				
4		6.2.1	Determine Call Avalanche severity & grade of response	HD			
4		6.2.2	Emergency scripting.	HD			
4		6.2.3	Agree on review periods.	HD			
4		6.2.4	IMMEDIATE - react within 15 minutes of detection.	HD			
4		6.2.5	SHORT TERM - react within 30 minutes of detection.	HD			
4		6.2.6	MEDIUM TERM - react within 1 hour of detection.	HD			
4		6.2.7	LONG TERM - react within 4 hours of detection.	HD			
4	6.3		The table lists the measures addressing various incidents according to the severity and duration of the incident	HD			
4	6.4		Upon detection of a Call Avalanche, advise the Principal on the conditions of Call Avalanche including:	HD			
4		6.4.1	Calls in queue.	HD			
4		6.4.3	Current call wait times.	HD			
4		6.4.4	Any known cause.	HD			
4	6.5		Measures must be in place to deal with Call Avalanche conditions during working hours	HD			
4	6.6		Contractor will act independently in specific situations, but notifies the Principal	HD			
4	6.7		Post Call Avalanche steps to be completed include:				
4		6.7.1	Reporting of performance.	HD			
4		6.7.2	Issues identified & potential resolutions.	HD			
4		6.7.3	Updating of relevant documentation.	HD			
4	6.8		Accepting large number of communications during events	HD			
4	6.9		Once the Call Avalanche conditions are at manageable levels, provide a summary of issues and actions taken.	HD			
4	6.10		If additional resources are required, the Change Request must contain supporting information.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	7		Automated Tools				
4	7.1		Utilities and tools to be adequate to provide Component Services effectively and in accordance with the KPIs.	HD			
4	8		IVR Services				
4	8.1		Specify the changes and the reasons for them, if the current IVR structure to be adjusted.	HD			
4	8.2		The Critical Functions for this Component Service are:				
4		8.2.1	Automated IVR information for Next Service calls.	HD			
4		8.2.2	Special Events and public transport service information.	HD			
4		8.2.3	Up to date information, track work and other disruptions and service resumptions.	HD			
4	8.3		The IVR to be available at all times and in accordance with the KPIs.	HD			
4	8.4		The IVR to play appropriate message according to the Call Centre's Hours of Operation.	HD			
4	8.5		Any update or maintenance service on the IVR not to affect the IVR availability and performance.	HD			
4	8.6		Any further IVR changes to occur via Change Requests.	HD			
4	8.7		Any major updates of the IVR script to be, where possible, agreed by the Principal one month prior to implementation.	HD			
4	8.8		Changes or updates to voice recordings on the IVR preferably to be performed by the Contractor.	HD			
4	8.9		Agencies to be able to remotely update	HD			
4	8.10		Minor or incidental changes to the script	HD			
4	8.11		In urgent situations Contractor may use its own talent and script.	HD			
4	8.12		Accept messages from Agency or Principal's representative for Changed Traffic Conditions	HD			
4	8.13		Accept messages from Agency or Principal's representative for Special Events	HD			
4	8.14		Use all reasonable efforts to resolve calls within the IVR and in accordance with the KPIs.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4	8.15		Use all reasonable endeavours to improve the IVR resolution rate KPI.	HD			
4	8.16		REMOVED.				
4	8.17		Ensure that ITIS supports the required IVR transactions and in accordance with the KPIs.	HD			
4	8.18		During the Hours of Operation, Customers must always have the option speaking to a Call Centre Agent.	HD			
4	8.19		For the purposes of the IVR, the timetable information functionality is limited to bus mode of Transport Services queries only.	HD			
4	8.20		When browsing timetable information, Customers are to interact with the IVR by sending DTMF tones from their devices.	HD			
4	8.21		In Next Service calls, Customers to provide bus stop number, time of travel options and the route number.	HD			
4	8.22		The IVR to validate entries and prompt entries accordingly.	HD			
4	8.23		Customers to easily be able to navigate between the previous and next bus services.	HD			
4	8.24		Specified information to be provided to Customers as recorded messages.	HD			
4	8.25		A Customer to be able to get routed to all Agencies' relevant customer service departments.	HD			
4	8.26		For every Special Event IVR call, the IVR to record the event's details.	HD			
4	8.27		For all IVR calls, the IVR to record the type of enquiries, IVR paths, statistics and modes of travel.	HD			
4	8.28		The IVR not to reach a state where the Customer is forced to end the call.	HD			
4	9		Reporting				
4	9.1		Meet the Service Continuity Voice Services reporting requirements specified in Appendix D of Section 1.	HD			
4	9.2		Meet the Service Continuity KPI reporting requirements specified in Appendix D of Section 1.	HD			
4	10		Review of Services				

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		10.1		The Principal may conduct a review of the Component Service in accordance with the audit and review process.	HD			
4	11			Scope of Service Enhancements to IVR				
4		11.1		Introducing speech recognition to Critical Functions.	HD			
4		11.2		Advanced speech synthesis option	HD			
4		11.3		Identify services currently available only via Call Centre Agent Response Services or Internet Services that could be made available via IVR.	HD			
4		11.4		The Principal requires a proof-of-concept phase to be completed prior to introduction of such a system.	HD			
4	12			Natural Language Speech Recognition				
4		12.1		Natural language refers to the speaker being able to user his/her normal conversational way of speaking.	HD			
4		12.2		Any speech dialog to be able to interrupted easily.	HD			
4		12.3		Speech recognition to be speaker independent	HD			
4		12.4		Tolerance is required to limited sound quality	HD			
4		12.5		The vocabulary to control the dialog to be limited to no less than 50 commands and key words.	HD			
4		12.6		The commands and key words must be recognised at all times and in all dialog contexts as appropriate.	HD			
4		12.7		Commands and key words include the service selections, singular/plural and specific transport related words	HD			
4		12.8		In the appropriate dialog context all the colloquial expressions for numbers must be recognised.	HD			
4		12.9		In the appropriate dialog context the typical expressions for date and time to be recognised.	HD			
4		12.10		Speech recognition, using structured dialog, to recognise names of towns, suburbs, streets and stations.	HD			
4		12.11		Recognised expressions with high degrees of certainty be acted upon without confirmation.	HD			
4	13			Voice Output in Natural Speech Dialogs				
4		13.1		Provide details about the speech output for the proposed natural speech dialog for:	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
4		13.1.1	Response to IVR commands and options.	HD			
4		13.1.2	Extended response to queries.	HD			
5	Section 5 - Internet Services						
5	1		Overview				
5	1.1		Solution must cover Continuity and Enhancements of Internet Services	M			
5	1.2		May choose to continue using the existing systems in place or to substitute with other systems.	HD			
5	1.3		Contractor to comment if current web URL's should be changed	HD			
5	1.4		Contractor to comment on existing Web site setup	HD			
5	1.5		Contractor to indicate its web server preferences	HD			
5	1.6		Contractor to suggest future hosting	HD			
5	1.7		If a new website be implemented for Service Continuity:				
5		1.7.1	Specify all the assumptions, costs and timeframe implications of this approach.	HD			
5		1.7.2	Identify all risks and risk mitigation strategies required to ensure Service Continuity using this approach.	HD			
5	2		Service Continuity				
5	2.1		Ensure that ITIS supports the required Internet Services transactions and in accordance with the KPIs.	HD			
5	2.2		Ensure that website and mobile phone content requirements are met as per Appendix A of Section 1.	HD			
5	2.3		Provide online:				
5		2.3.1	Trip Planning within the ITIS Coverage Area.	HD			
5		2.3.2	Special Event transport service information.	HD			
5		2.3.3	Timetable and alteration to timetable information, service disruptions and resumptions.	HD			
5		2.3.4	Ticketing, price and entitlement information.	HD			
5		2.3.5	Information on track work, rail possessions and close downs.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		2.3.6	Feedback forms that capture Feedback from Customers and facilitates their insertion to the CFS.	HD			
5	2.4		The Internet Services to be available at all times and in accordance with the KPIs.	HD			
5	2.5		Perform maintenance on the Internet Services scheduled at a time when impact on users is at a minimum.	HD			
5	2.6		All modifications or updates of the service to follow the Service Management processes.	HD			
5	3		Service Enhancements				
5	3.1		Explain usability best practices and guidelines followed.	HD			
5	3.2		The website to offer a sophisticated keyword searching functionality that:				
5		3.2.1	Performs searches using regularly updated indexes.	HD			
5		3.2.2	Returns results in a very responsive manner.	HD			
5		3.2.3	Sorts the results by relevancy and presents the relevancy values in percentages.	HD			
5		3.2.4	Provides pagination feature where are high number of matching results.	HD			
5		3.2.5	Highlights the keyword values on the results page.	HD			
5	3.3		The website to offer explanations of Transport Services specifically available for people with disabilities, of older age or from non-English speaking backgrounds.	HD			
5	3.4		The website design to be reviewed by external consultative user groups (focus group).	HD			
5	3.5		All web contents to conform to W3C "Double A" conformance level as per Web Content Accessibility Guidelines 1.0.	HD			
5	3.6		Contractor to explain compliance with the following requirements:				
5		3.6.1	Ability to integrate with the Principal's content management framework.	HD			
5		3.6.2	All codes delivering web content to conform to the latest W3C code specifications and guidelines.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		3.6.3	All web contents to be rendered as intended and with acceptable levels of variation on specified Internet browsers and Operating Systems.	HD			
5		3.7	The website to be tested to operate correctly in the specified browsers / Operating Systems environments	HD			
5		3.8	The Internet browsers and Operating Systems requirements to be updated.	HD			
5		3.9	Web contents to be optimised for 1024x768 pixels screen resolution but layout and fonts to be allowed for resizing.	HD			
5		3.10	The website to include essential information on and links to any required plug-ins.	HD			
5		3.11	Web contents not use framesets, pop-up windows or Flash macromedia files.	HD			
5		3.12	The relevant W3C recommended techniques to be identified and followed when handling:				
5		3.12.1	Web content presentations and layouts.	HD			
5		3.12.2	Web contents with web forms, tables and multimedia.	HD			
5		3.12.3	Web contents are delivered using framesets, pop-ups windows or Flash macromedia files.	HD			
5	4		Service Enhancements for Mobile Devices				
5		4.1	Indicate which of the Internet Services can be supported on the specified mobile device platforms.	HD			
5		4.2	Develop the content and interface functionality for mobile devices in consultation with the Principal.	HD			
5		4.3	Ensure that the mobile web interface supports standard mobile phone web browser platforms.	HD			
5		4.4	The mobile device content to be tested to operate in the specified browsers and Operating Systems platforms.	HD			
5		4.5	The standard mobile device browsers and Operating Systems requirements to be updated.	HD			
5		4.6	The Internet Services delivered via mobile devices intend to replicate the experience of personal computers.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		4.7		The Contractor to convert GDA 94, MGA 56 metric grid co-ordinates system to geographic co-ordinates	HD			
5	5			New Street Based Kiosks				
5		5.1		Provide access to ITIS via kiosks available in the public places and in transit information booths or shopfronts.	HD			
5		5.2		The kiosk services to mirror the website services with additional functionality around kiosk specific features.	HD			
5		5.3		Propose a kiosk solution to meeting the specified requirements.	HD			
5		5.4		Touch-screens to serve as data input devices in kiosks.	HD			
5		5.5		Indicate how text based input be facilitated in kiosks.	HD			
5		5.6		Final kiosk interface to be developed in consultation with the Principal.	HD			
5	6			New Content Management System				
5		6.1		Provide a new CMS meeting the requirements.	HD			
5		6.2		Support multiple Sites for each Internet domain it manages.	HD			
5		6.3		Facilitate deployment of content to support multiple delivery channels	HD			
5		6.4		Allow management and publication of the following asset types:				
5			6.4.1	Web Pages.	HD			
5			6.4.2	Navigation Items.	HD			
5			6.4.3	WYSIWYG and Free Text Contents.	HD			
5			6.4.4	Notifications.	HD			
5			6.4.5	News and Articles.	HD			
5			6.4.6	Events.	HD			
5			6.4.7	Images.	HD			
5			6.4.8	Image Galleries.	HD			
5			6.4.9	Web Forms.	HD			
5			6.4.10	Files.	HD			
5			6.4.11	File Galleries.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.4.12	URLs.	HD			
5	6.6		Asset types have different attributes and properties	HD			
5	6.7		Different metadata sets to be configurable as per their intended functionality.	HD			
5	6.8		Allow sharing of Assets between Sites and Domains.	HD			
5			Functional Requirements				
5	6.9		Login to CMS:				
5		6.9.1	All Users are required to login to the CMS.	HD			
5		6.9.2	Repeated unsuccessful login attempts to temporarily disable the account attempting to login.	HD			
5		6.9.3	All failed login attempts to be logged in the CMS.	HD			
5		6.9.4	Provide information on the single sign on capabilities.	HD			
5	6.10		View/Edit Profile:				
5		6.10.1	Ability to view and edit User's own profile.	HD			
5	6.11		Reset Password:				
5		6.11.1	Ability to request resetting of User's own password without having to login.	HD			
5		6.11.2	Describe proposed solution for secure resetting of passwords.	HD			
5	6.12		Create or Edit an Asset				
5		6.12.1	Create or edit Assets based on permissions, Site, Asset and Category access levels.	HD			
5		6.12.2	Identify current User's credentials and other know parameters and pre-populate fields, where possible.	HD			
5		6.12.3	Automatically save the changes made to an Asset according to system configuration.	HD			
5		6.12.4	Duplicated assets to be created as draft copy versions.	HD			
5		6.12.5	Feed Agent to only be able to create Assets according to the feed configuration in place.	HD			
5		6.12.6	Some Assets created by the Feed Agent, may be scheduled or submitted for publication or published.	HD			
5		6.12.7	A Feed Agent not to be able to edit an existing Asset.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.12.8	Warn the User where the Asset being created is a duplicate or a near duplicate of an existing Asset.	HD			
5		6.12.9	Log a warning record where the Asset being created by the Feed Agent is a duplicate or a near duplicate.	HD			
5		6.12.10	Identification criteria of duplicate or near duplicate Asset to be configurable for each Asset type.	HD			
5		6.12.11	Each new Asset to have a name and description, type, Categories and Sites information.	HD			
5		6.12.12	Each Asset type require different sets of input and enforce validation rules according to the Asset's intended function.	HD			
5		6.12.13	An Asset being edited to be locked and its previous state to be available to other Users in read-only mode.	HD			
5		6.12.14	Ability to re-classify one or many Asset's Categories and classifiers, where applicable, with one action.	HD			
5		6.12.15	Ability to create Assets containing inputs in any of the Community Languages.	HD			
5	6.13		Search / View Assets				
5		6.13.1	Ability to search for Assets based on their Site and Asset access levels.	HD			
5		6.13.2	Allow searches to be performed against one or many Domains.	HD			
5		6.13.3	Perform keyword, Category and date range based searches against one or many Asset types.	HD			
5		6.13.4	Perform search in all of the fields of an Asset including metadata values specifically populated for searching.	HD			
5		6.13.5	Searching of Assets to be performed using a regularly updated search index	HD			
5		6.13.6	Validate and search values prior to commencing of the search.	HD			
5		6.13.7	The search results to be ranked according to incidence and distance values.	HD			
5		6.13.8	Ability to re-sort the results by Asset's common attributes.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.13.9	Ability to view Asset details in its current or past state	HD			
5		6.13.10	Viewing details of Assets with Forms, ability to view the responses stored against the Form.	HD			
5		6.13.11	Ability save the search input criteria and/or format results as a personal or shared search template.	HD			
5		6.13.12	Ability to open and run his/her personal or other shared search templates.	HD			
5		6.13.13	Ability to export search results into common export file formats such as HTML, PDF, Text/CSV.	HD			
5		6.13.14	Ability to duplicate an Asset from the search results.	HD			
5		6.13.15	Ability to view Asset's Audit Log in order of creation.	HD			
5	6.14		Bookmark Assets:				
5		6.14.1	Ability to easily bookmark Assets within the CMS.	HD			
5		6.14.2	Ability to easily locate the Bookmarked Assets.	HD			
5		6.14.3	Ability to easily to remove an Asset from the Bookmarked Assets list.	HD			
5	6.15		My Pending Assets:				
5		6.15.1	An Asset that has any relationship to the currently logged in User to be added to the My Pending Assets list.	HD			
5		6.15.2	Ability to easily locate and view the My Pending Assets list.	HD			
5		6.15.3	Ability to re-arrange the view of Assets in the My Pending Assets list by Assets' common attributes.	HD			
5	6.16		Work In Progress Assets:				
5		6.16.1	Assets while created or modified to be automatically added to a Work In Progress Assets list	HD			
5		6.16.2	Ability to easily locate and view the Work In Progress Assets.	HD			
5	6.17		Refer an Asset:				
5		6.17.1	Ability to refer an Asset for review to another User or an external user.	HD			
5		6.17.2	Indicate how the review by persons who do not have a login to CMS be supported.	HD			
5	6.18		Manage Asset Relationships:				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.18.1	Ability to relate one Asset to one or many other Assets. Describe the kinds of Asset relationships supported.	HD			
5		6.18.2	Ability to easily view an Asset's relationship to other Assets.	HD			
5		6.18.3	Ability to remove a relationship between Assets.	HD			
5		6.18.4	Relationships between assets must not contain duplicates	HD			
5		6.18.5	Asset relationships to be bi-directional.	HD			
5		6.18.6	Provide additional information on Asset relationship related functionalities and features.	HD			
5	6.19		Populate a Web Page:				
5		6.19.1	Ability populate a Web Page in "layout mode".	HD			
5	6.20		Proof an Asset:				
5		6.20.1	Ability to proof an Asset.	HD			
5		6.20.2	Indicate any limitation or extra steps required for proofing special Asset types.	HD			
5	6.21		Schedule or Submit and Asset for Publication:				
5		6.21.1	Asset publication may require approval by one or more Content Managers.	HD			
5		6.21.2	The Content Managers to approve Asset's publication may be from different organisations.	HD			
5		6.21.3	Ability to schedule or submit one or many Assets for publication in one action.	HD			
5		6.21.4	Ability to re-schedule or re-submit an Asset for publication if an Asset's publication approval has not commenced.	HD			
5		6.21.5	Where an Asset has a current submission for publication, successful re-submission of the Asset for publication to override the current submission values.	HD			
5		6.21.6	Not to be possible to re-schedule or re-submit an Asset for publication if it's publication approval has commenced.	HD			
5		6.21.7	An Asset can only be scheduled or submitted for publication if it is ready for it.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.21.8	Ability to easily view Assets awaiting publication approval.	HD			
5		6.21.9	Ability to cancel the scheduling or submission of an Asset for publication if the Asset is awaiting publication approval.	HD			
5	6.22		Schedule or Submit and Asset for Withdrawal:				
5		6.22.1	Ability to schedule or submit an Asset for withdrawal.	HD			
5		6.22.2	Ability to specify the parameters for automatic notifications of scheduled withdrawals of Assets.	HD			
5		6.22.3	An Asset can only be scheduled or submitted for withdrawal if the Asset is either already published or scheduled for publication on date prior to withdrawal date.	HD			
5		6.22.4	It should not be possible to re-schedule or re-submit the same Asset for withdrawal for a second time.	HD			
5		6.22.5	Ability to cancel the scheduling or submission of an Asset for withdrawal regardless of its current approval status.	HD			
5	6.23		Approve Publication or Withdrawal:				
5		6.23.1	Only authorised User roles to be able to approve publication or withdrawal of an Asset.	HD			
5		6.23.2	Ability to approve immediate and scheduled publication or withdrawal of one or many Assets in action.	HD			
5		6.23.3	Depending on the Asset type and its Categorisation, publication or withdrawal of some Assets may bypass or require the approval process.	HD			
5		6.23.4	The approval process may require more than once approval of an Asset and a specific order of these approvals.	HD			
5		6.23.5	An Asset requiring approval by multiple Users and in a specific order to only be approved according to this order.	HD			
5		6.23.6	Approving publication of an Asset to publish the Asset, as well as its related and referenced Assets.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.23.7	If an Asset being approved for publication has related or referenced Assets that are not ready for publication, then it should not be possible to publish the Asset.	HD			
5		6.23.8	Approving withdrawal of an Asset to withdraw the Asset and remove all of the references made to the Asset.	HD			
5		6.23.9	When an Asset is published or withdrawn, the Sitemap Definition Document to be automatically updated.	HD			
5	6.24		Roll Back Asset Publication:				
5		6.24.1	Ability to re-publish an older published version of an Asset without any content approval process.	HD			
5	6.25		Manage Access, Roles, Categories and Settings:				
5		6.25.1	Ability to create new, view, edit and disable existing User accounts.	HD			
5		6.25.2	Ability to update User's role and permission associations.	HD			
5		6.25.3	Ability to create and define the CMS roles.	HD			
5		6.25.4	Ability to associate a User with one or many roles and specific permissions and permission types.	HD			
5		6.25.5	Ability to create, view, edit and archive Categories.	HD			
5		6.25.6	Ability to manage the CMS settings and configurations.	HD			
5	6.26		Manage Image & File Restrictions:				
5		6.26.1	Ability to specify File and Image formats, maximum file and images sizes for each Site.	HD			
5	6.27		CMS Restoration:				
5		6.27.1	Provide information on the features of solution in relation to speedy and effortless ways of restoring the entire CMS	HD			
5			Non-Functional Requirements				
5	6.28		Asset Actions:				
5		6.28.1	Different Assets to have different sets of actions associated with them depending on use of the Asset.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.28.2	When an Asset entry, update, publication or withdrawal is completed, a confirmation message to be displayed.	HD			
5	6.29		Architecture & Environment:				
5		6.29.1	The CMS login authentication process to be done using SSL with at least 128 bit encryption.	HD			
5		6.29.2	No significant performance impact on simultaneous multiple editorial access and backing up and restoration of entire website's content.	HD			
5		6.29.3	The CMS to be an online solution and be accessible for all Agencies that have Content Editors or Content Managers.	HD			
5		6.29.4	Describe the "system downtime" reporting processes.	HD			
5		6.29.5	Describe the proposed systems architecture.	HD			
5	6.30		Usability, Performance, Flexibility and User Management:				
5		6.30.1	All CMS UIs to be simple and consistent throughout the system.	HD			
5		6.30.2	For some group of Users, a simpler version of the UIs with only relevant functionality may be necessary.	HD			
5		6.30.3	Provide context sensitive help linked to operations, screens and specific elements.	HD			
5		6.30.4	Provide Domain and/or Role specific on-line help facility.	HD			
5		6.30.5	Support function keys.	HD			
5		6.30.6	All CMS UIs to be light-weight and perform at optimum levels meeting the response times requirements specified.	HD			
5		6.30.7	Most of the CMS functionality to be highly configurable and accessible by Administrator.	HD			
5		6.30.8	The CMS to allow the management of password change and role specific account inactivity periods, system wide inactivity log off period and allowed failed log in attempts.	HD			

Sect	Ref.No.	Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5	6.30.9	Accounts that are not used for longer than the account inactivity period to be automatically disabled.	HD			
5	6.30.10	A User logged in to the CMS that stays idle longer than the inactivity log off period to be automatically logged out.	HD			
5	6.30.11	Support the configuration of password nomination criteria either as Standard or Strong and in accordance with the industry's best practice standards.	HD			
5	6.31	Asset Categories to allow additional sets of configurable metadata fields, where values can be interpreted by specific functions.	HD			
5	6.32	AGLS Metadata and Search Engine Optimisation:				
5	6.32.1	Support AGLS metadata management for all Asset types.	HD			
5	6.32.2	Automatically manage the Sitemap Definition Document based on publications and withdrawals of Assets.	HD			
5	6.32.3	The Sitemap Definition Document to conform to standards and protocols defined in www.sitemaps.org .	HD			
5	6.32.4	All Assets published on the website to conform to SEO best practice guidelines.	HD			
5	6.33	Data Segregation:				
5	6.33.1	All Users to view records based on their Domain, Site and Category associations.	HD			
5	6.33.2	All Users to have access to system's functions based on their roles.	HD			
5	6.34	Data Integrity:				
5	6.34.1	The CMS to allow referencing, interacting and maintaining data integrity between Assets' metadata mapping and tightly integrated functions.	HD			
5	6.34.2	It should not be possible to physically delete any Asset records in the CMS. Only mark deleting to be allowed.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		6.34.3	It should not be possible to delete Assets associated with other Assets.	HD			
5	6.35		Application Integrity:				
5		6.35.1	Describe how their CMS solution integrates with Trip Planner, the CFS and Membership System.	HD			
5		6.35.2	Enforce appropriate design requirements to ensure compliance with the accessibility requirements specified.	HD			
5	6.36		Archiving of Assets:				
5		6.36.1	Allow configuration based archival of all Assets.	HD			
5	6.37		Describe the proposed archiving methods.	HD			
5	6.38		Audit Log:				
5		6.38.1	Audit Log information to be stored against all Assets when they are created, modified or related to other Assets.	HD			
5		6.38.2	Audit Log information to be presented in the order the logs have been created with ability to reverse the order.	HD			
5		6.38.3	Ensure that Audit Log is not alterable.	HD			
5		6.38.4	Allow restricting view access to part or all of the Audit Log based on roles and permissions.	HD			
5	6.39		Error Handling:				
5		6.39.1	Support error handling for all errors that are successfully caught and store the specified details of the error.	HD			
5		6.39.2	Ability to produce reports on captured errors, in which fatal errors are marked for visibility.	HD			
5	7		New Membership Services				
5	7.1		Membership Services to be available via web interface only.	HD			
5	7.2		Integration with related Component Services as specified in Section 2 and Section 3.	HD			
5	7.3		The Critical Functions for this Component Service are:				
5		7.3.1	Customer record determination.	HD			
5		7.3.2	Accurate and complete Customer record maintained in-confidence.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		7.3.3	Access to Customer records strictly controlled on a need basis.	HD			
5	7.4		Membership Services to be available at all times.	HD			
5	7.5		Offer Customers the ability to create a "Registered Customer" membership and specify a profile covering:	HD			
5		7.5.1	Setting of preferences for Trip Planning.	HD			
5		7.5.2	Extended Feedback dialogs.	HD			
5		7.5.3	Subscribing to regular or special notifications.	HD			
5	7.6		Explain the experience and product offering without including costing for the implementation of these services:	HD			
5		7.6.1	Allow commercial transactions such as shopping baskets and payments for travel tickets.	HD			
5		7.6.2	Allow for membership loyalty reward programs.	HD			
5		7.6.3	Allow for membership categorisation, including multiple overlapping categorisations indicating level of access or commercial properties.	HD			
5		7.6.4	Allow for organisational super-structures such as inter-dependencies and accumulations.	HD			
5	7.7		The Membership Services to be entirely self servicing.	HD			
5		7.8.1	Definition of trip preferences and s	HD			
5		7.8.2	Setting preferences for all key Trip Planning parameters as identified.	HD			
5		7.8.3	Storing a number of complete template journeys.	HD			
5	7.9		When a Registered Customer uses the Trip Planner, all entry fields to be populated automatically.	HD			
5	7.10		Registered Customers to have extended access to historical and current Feedback records, including:	HD			
5		7.10.1	Reviewing a previous Feedback submission.	HD			
5		7.10.2	Submitting additional information to a currently open Feedback.	HD			
5		7.10.3	Querying the status / progress of a currently open Feedback.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		7.10.4	The extended access and functionality set to Feedback records to be configurable	HD			
5	7.11		Registered Customers may also subscribe to notices, including:				
5		7.11.1	Emails to subscribers for any train track work on selectable lines or wharf closures.	HD			
5		7.11.2	Messaging via email or to mobile phones to include real time updates to timetables or service disruptions.	HD			
5		7.11.3	Messaging via email or SMS	HD			
5		7.11.4	Newsletters about selectable subjects.	HD			
5	7.12		The membership registration to be a 2-step process	HD			
5		7.12.1	Choosing a username, password and setting up specific membership details and preferences, upon which a verification message is sent.	HD			
5		7.12.2	Confirmation / verification reply message required	HD			
5	7.13		If a Customer wants to use the member specific features, he/she needs to be authenticated.	HD			
5	7.14		Registered Customers to be able to change their passwords in real-time.	HD			
5	7.15		Registered Customers to be able to recover a lost password via their email or SMS.	HD			
5	7.16		Personal data recorded in the Membership system and CFS must be managed as "In Confidence" information.	HD			
5	7.17		Personal data collected and maintained must be limited to data required to perform the transport related function they are designated to support.	HD			
5	7.18		Any application to only access personal data designated to perform the function if and as requested by the Registered Customer.	HD			
5	7.19		The Membership Services to be delivered as an online solution accessible via Internet browsers.	HD			
5	7.20		The response time for creating and retrieving of Membership and Subscription service record to be tested without network added delay.	HD			
5	7.21		It should be possible to mark membership records as "Closed", but not to physically delete them.	HD			

Sect	Ref.No.			Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
5		7.22		Membership records that are not used for a configurable period to trigger an automatic confirmation of the account, and accounts that are not confirmed to be automatically marked as "Closed".	HD			
5		7.23		Audit Log information to be stored against all Membership records when they are created or modified.	HD			
5		7.24		Audit Log to be presented in the order it has been created with the ability of reversing the default order.	HD			
5		7.25		Authorised users only have access to Audit Log.	HD			
5	8			Reporting				
5		8.1		Meet the Internet Services reporting requirements as specified in Section 1.	HD			
5		8.2		Meet the Membership Services reporting requirements as specified in Section 1.	HD			
6	Section 6 - Service Management Framework							
6	1			Governance				
6		1.1		Indicate acceptance of "Government Framework and Management Committee" requirements.	HD			
6		1.2		The Principal's Sponsor, Contract Manager and Contract Administrator to attend Management Committee meetings.	HD			
6		1.3		Relevant subject matter experts nominated by the Principal may attend Management Committee meetings as required.	HD			
6		1.4		The Contractor's representatives to attend Management Committee meetings.	HD			
6		1.5		Relevant subject matter experts may attend Management Committee meetings	HD			
6		1.6		Present a draft structure and content for the Governance Framework with the Tender response	HD			
6		1.7		The final Governance Framework to be agreed within 28 days of Contract's effective commencement date.	HD			
6		1.8		The Principal will prepare Management Committee agendas and meeting minutes.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	1.9		Management Committee meetings will be scheduled to reflect the degree of change being undertaken	HD			
6	2		Project Implementation and Payment Plan				
6	2.1		A fully resourced and costed PIPP to be submitted with the Tender response	M			
6	2.2		The PIPP to include detailed plans for all transition and implementation activities.	HD			
6	2.3		The submitted PIPP to comply with all relevant requirements of this Section.	HD			
6	2.4		Project schedules to assume flexible project start dates.	HD			
6	3		Variation and Changes				
6	3.1		Any change to a deliverable under the Contract to be treated as a Variation to the Contract.	HD			
6	3.2		Proposal for a Variation can be made by either the Principal or Contractor and using Variation Request Form.	HD			
6	3.3		The Principal will provide additional information when preparing a Variation Request Form.	HD			
6	3.4		In preparation for the Variation, the Principal may seek a presentation and / or demonstration of the proposal.	HD			
6	4		Change Management				
6	4.1		Provide details about proposed Change Management and Change Control procedures.	HD			
6	4.2		Proposed Change Management and Change Control procedures to address the specified areas.	HD			
6	4.3		Provide a comprehensive change costing methodology with Tender response.	HD			
6	4.4		Propose a methodology for sharing the benefits of broader product or service improvements	HD			
6	5		Project Management				
6	5.1		Certain activities under the Contract to be managed as a project.	HD			
6	5.2		Projects may be established for requirements of the Contract or for Variations to the Contract	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	5.3		Where a project is established for a Variation to the Contract, the provisions of "Part 4 - Schedule 12" of the Contract will also apply	HD			
6	5.4		Supply details of their proposed project management methodology.	HD			
6	5.5		Each proposed Project to be accompanied by a PIPP.	HD			
6	5.6		The PIPP to include:				
6		5.6.1	Project Deliverables.	HD			
6		5.6.2	Detailed description of activities and their schedules	HD			
6		5.6.3	Details about Contractor personnel involved	HD			
6		5.6.4	Project Manager.	HD			
6		5.6.5	All assumptions made.	HD			
6	5.7		Fast tracking is at Contractor's risk	HD			
6	5.8		The Principal is unable to provide office accommodation for Contractor personnel	HD			
6	5.9		User training:				
6		5.9.1	Provide user training to support the implementation and ongoing use of the Component Services.	HD			
6		5.9.2	Propose an implementation training methodology supporting the implementation of the services or solutions.	HD			
6		5.9.3	Provide ongoing training services to support advanced users or new users of the Component Services.	HD			
6		5.9.4	Provide complete costs and costing schedules for the conduct of the required user training.	HD			
6	5.10		Provide full details of the proposed maintenance arrangements for all Component Services.	HD			
6	5.11		Project Deliverables:				
6		5.11.1	Functional Specification.	HD			
6		5.11.2	Detailed Solution Design.	HD			
6		5.11.3	Detailed Service Design.	HD			
6		5.11.4	Establishment of IT Hardware / Environment.	HD			
6		5.11.5	Developed Application.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6		5.11.6	Converted Data.	HD			
6		5.11.7	Legacy System Modification.	HD			
6		5.11.8	Implementation Components.	HD			
6		5.11.9	Documentation.	HD			
6		5.11.10	User Acceptance Testing.	HD			
6		5.11.11	Usability testing regime that will guarantee high levels of usability for all solution components.	HD			
6	6		Problem Management				
6	6.1		Describe the proposed Problem Management process.	HD			
6	6.2		The Problem Management process should be based on ITIL or equivalent.	HD			
6	6.3		The Problem Management service should include a skilled single Help Desk capable of providing first, second and third level supports including:	HD			
6		6.3.1	On site support to Call Centre Agents	HD			
6		6.3.2	Seamless "One Number Help" for all Component Services.	HD			
6		6.3.3	Co-ordination of on-site technicians as required	HD			
6		6.3.4	Co-ordination of second and third level supports.	HD			
6	6.4		Problems to be accepted by the Help Desk via online lodgement, email and telephone.	HD			
6	6.5		Problems identified by Customers to be reviewed by the Principal, if required, referred to the Help Desk.	HD			
6	6.6		Describe their strategy for maximising the potential for resolution of internal problems.	HD			
6	6.7		The Contractor's Help Desk should be based on industry standard tools and techniques	HD			
6	6.8		The Help Desk function to be available during the Hours of Operation of the Call Centre service	HD			
6	7		Quality Management				
6	7.1		Describe proposed Quality Management approach for all Component Services.	HD			
6	7.2		Quality Management to cover both project related services and other services and products.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	7.3		Identify the quality certifications held for each offered Component Service.	HD			
6	7.4		The Principal reserves the right to review certification audit reports at its sole discretion.	HD			
6	8		Service Level Management				
6	8.1		The Principal and the Contractor enter into a Service Level Agreement.	HD			
6	8.2		The Service Level Agreement incorporates:				
6		8.2.1	Detailed descriptions of the Component Services	HD			
6		8.2.2	Specific management and reporting arrangements for delivery of the Component Services.	HD			
6		8.2.3	The KPIs for each Component Service.	HD			
6	8.3		Include details of their proposed Service Level Agreement,	HD			
6	8.4		The Service Level Management process to be consistent with ITIL or similar standard methodologies.	HD			
6	9		Support Services				
6	9.1		The Contractor or their sub-contractors to employ all on site technical personnel.	HD			
6	9.2		Provide on site support personnel during the agreed Hours of Operation of the Call Centre	HD			
6	9.3		Outside the Hours of Operation of the Call Centre, the support personnel to carry mobile phone.	HD			
6	9.4		Provide urgent support outside the Hours of Operation of the Call Centre.	HD			
6	9.5		Provide a primary technical contact for liaison with the Principal.	HD			
6	9.6		Support and manage all aspects of the operations of the systems used to deliver the Component Services specified in the Service Level Agreement.	HD			
6	9.7		The support and management tasks will be undertaken for all systems used for the delivery of ITIS.	HD			
6	9.8		The support and management tasks to be undertaken for all systems to include:				
6		9.8.1	Proactive checking of log files.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6		9.8.2	Updating firmware on all hardware components as required and according to Change Management process.	HD			
6		9.8.3	Applying patches, updates to operating systems, applications according to Change Management process.	HD			
6		9.8.4	Proactive monitoring of all systems for alerts and / or failures.	HD			
6	9.9		Plan updates to the systems including hardware, operating systems, firmware, databases and applications.	HD			
6	9.10		Detail the approach for addressing technical obsolescence in all components of all systems.	HD			
6	9.11		Monitor the performance of all aspects of the systems and prepare a capacity plan to accommodate forecast growth.	HD			
6	9.12		A Capacity Plan is required for the systems, used in delivery of Voice Services and Internet Services.	HD			
6	9.13		The Capacity Plan to be reviewed and updated annually, as part of the Technology Plan.	HD			
6	9.14		Present recommendations for increases in the capacity of all components of the systems.	HD			
6	9.15		Incorporate any relevant actions for implementing the approaching for addressing technical obsolescence.	HD			
6	9.16		Provide details of their capacity planning services for all of the specified components.	HD			
6	9.17		Perform backups of all systems required to deliver the Component Services	HD			
6	9.18		Data be able to be restored from the backup media within 8 hours and in accordance with the KPIs.	HD			
6	9.19		All aspects of systems to be backed up to an external repository to the system being backed up.	HD			
6	9.20		Minimum backup requirements for all systems:				
6		9.20.1	Data components to have a full back up daily.	HD			
6		9.20.2	A full weekly backup for all servers.	HD			
6		9.20.3	A full monthly backup for all servers	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6		9.20.4	Appliances to be backed up 6 monthly and before and after any changes.	HD			
6		9.20.5	All backups to be made to removable media and taken offsite.	HD			
6		9.20.6	Daily backups to be retained for 1 month.	HD			
6		9.20.7	Weekly backups to be retained for 12 months.	HD			
6		9.20.8	Monthly backups to be retained indefinitely.	HD			
6		9.20.9	Backups must be tested from time to time	HD			
6	9.21		Ad-hoc backup requirements:				
6		9.21.1	Any system that is being altered, updated or changed is to have a full backup taken prior to the change being applied.	HD			
6		9.21.2	Any system that is being altered is to have a full backup taken once the change is applied successfully.	HD			
6		9.21.3	All ad-hoc backups are to be retained for 1 month.	HD			
6	9.22		Develop and maintain user documentation and training documentation for all of the Component Services.	HD			
6	9.23		Develop and maintain documentation for all systems that the Contractor is responsible for.	HD			
6	9.24		The system documentations are required for all systems and system components.	HD			
6	9.25		Provide templates of all documents expected to be delivered to the Principal.	HD			
6	9.26		Documentation is to be prepared as part of the project delivery and maintained as part of the Change Management process.	HD			
6	9.27		All documentation produced for the purposes of this Contract remains the property of the Principal.	HD			
6	9.28		All documentation to be prepared in Microsoft Word 2003 or later format, and provided to the Principal for review.	HD			
6	9.29		All documentation to be produced according to the standards agreed upon during the Transition In phase.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	9.30		Provide a soft copy of the final version of each update of each document produced to the Principal.	HD			
6	9.31		Review the documents address any errors within the documents as soon as practical.	HD			
6	10		Service Improvement and Planning				
6	10.1		Indicate the acceptance of the requirements stipulated in "Module 11 - Transformation" clauses of the Contract.	HD			
6	10.2		Present a draft structure and content of the "Module 11 - Transformation Plan" for discussion.	HD			
6	10.3		The final structure and content of the "Module 11 - Transformation Plan" to be agreed during the Transition In.	HD			
6	10.4		Indicate the acceptance of the requirements stipulated in "Module 11 – Technology Plan" clauses of the Contract.	HD			
6	10.5		Present a draft structure and content of the "Module 11 - Technology Plan" for discussion.	HD			
6	10.6		The final structure and content of the "Module 11 - Technology Plan" to be agreed during the Transition In.	HD			
6	10.7		Indicate the acceptance of the requirements stipulated in "Module 11 – Innovation Roadmap" clauses of the Contract.	HD			
6	10.8		Present a draft structure and content of the "Module 11 - Innovation Roadmap" for discussion.	HD			
6	10.9		The final structure and content of the "Module 11 - Innovation Roadmap" to be agreed during the Transition In.	HD			
6	10.10		Indicate the acceptance of the requirements stipulated in "Module 11 – Gain Sharing" clauses of the Contract.	HD			
6	10.11		Present a proposed model for "Module 11 - Gain Sharing" throughout the life of the Contract for discussion.	HD			
6	10.12		The final "Module 11 – Gain Sharing" model will be incorporated into the Contract.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
6	10.13		Indicate their acceptance of the requirements stipulated in "Module 11 – Continuous Improvement" clauses of the Contract.	HD			
6	10.14		Present a proposed model for "Module 11 - Continuous Improvement" throughout the life of the Contract for discussion.	HD			
6	10.15		The final "Module 11 - Continuous Improvement" model will be incorporated into the Contract.	HD			
7	Section 7 - Performance Management and Billing						
7	1		Performance Management				
7	1.1		Analyse and report on the KPIs.	M			
7	1.2		Meet all "Tier-1 KPIs". Where a "Tier-1 KPI" is not met a reduction be applied to Service Charges.	HD			
7	1.3		"Tier-2 KPIs" do not attract Charge Reductions, however all KPIs to be monitored and reported on.	HD			
7		1.3.1	Monitor and report on all KPIs vis-à-vis their target.	HD			
7		1.3.2	Provide an explanation and corrective action plan for every KPI that is not met.	HD			
7	1.4		If a Tier 2 KPI is continuously not met, the Principal may establish a costing for the under-performance.	HD			
7	1.5		The Principal may promote a Tier-2 KPI to Tier-1 and negotiate a Variation to the Contract and Service Charges.	HD			
7	1.6		Respond to the other incentives / disincentives such as gain-sharing to reduce handling times of calls and emails.	HD			
7	1.7		Changes to technology, management framework and KPIs to be handled as part of the Change Management process.	HD			
7	2		General Transport Infoline Calls				
7	2.1		Operator Calls include all Infoline calls, except for Feedback calls which are treated separately.	HD			
7	2.2		Propose a formula to calculate the total costs for call handling by operators.	HD			
7	2.3		The Cost Rate and the Base Costs will be subject to variation as per CPI over time	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	2.4		Alternatively: tenderer may suggest a pricing table and an interpolation rule	HD			
7	2.5		Suggest means by which the AHT can be reduced without reducing the quality of the service to the Customer.	HD			
7	2.6		Include a negotiated "Gain Share" scheme for reducing the AHT as well as IVR Termination Rates.	HD			
7	2.7		New performance targets for AHT and IVR Resolution Rates to be based on historical data and predictions.	HD			
7	3		Feedback Calls				
7	3.1		Feedback calls costs must be quoted separately as \$ per second.	HD			
7	3.2		There should be no minimum base Service Charge for each Feedback call.	HD			
7	3.3		There should be a maximum of Feedback AHT of 400 seconds (Feedback AHT Cap).	HD			
7	3.4		Call charge calculation in accordance with the suggested fee calculation specified.	HD			
7	4		Minister's Hotline Calls				
7	4.1		Provide a separate unit costs for Minister's Hotline handling.	HD			
7	5		Feedback Emails				
7	5.1		Service Charge for Feedback email handling is suggested to be identical to Feedback calls.	HD			
7	5.2		Feedback emails will be separately reported in monthly invoices.	HD			
7	5.3		The handling time for Feedback email is measured from the time an email is opened and until processed.	HD			
7	5.4		The Actual AHT for Feedback emails is calculated.	HD			
7	5.5		Total Feedback Email Price is calculated.	HD			
7	5.6		Feedback Email AHT to have a 320 seconds cap.	HD			
7	5.7		Feedback Email AHT Cap to be adjusted to reflect actual Feedback Email AHT.	HD			
7	5.8		Charges will be based on a gain-share mechanism.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	6		Average Handling Time				
7	6.1		AHT means the total time of all calls made divided by total number of Call Centre Agent calls for that calendar month.	HD			
7	6.2		AHT is measured for Call Centre Agents from the time a call is taken and until it ceases.	HD			
7	6.3		Where AHT is used to calculate costs, the calls only to relevant service to be used in the calculation.	HD			
7	7		IVR				
7	7.1		Quote a Service Charge per call for IVR Resolved calls and any fixed costs per month.	HD			
7	7.2		Use all commercially reasonable efforts to improve IVR Resolution Rates.	HD			
7	7.3		The IVR maintenance may be varied by agreement between the Parties.	HD			
7	8		Website				
7	8.1		Quote fixed monthly Service Charges for maintenance of the ITIS Website.	HD			
7	8.2		The charge may be varied if future web developments require additional maintenance.	HD			
7	9		Professional Service Charges				
7	9.1		Specified professional service fees will apply for approved project work:				
7		9.1.1	Provide a schedule of rates to apply for this classification, from 1 July 2009 to 30 June 2010	HD			
7		9.1.2	The Principal to approve, in advance, all project work and resource allocation as set out in the Schedule.	HD			
7	10		Inclusions and Exclusions				
7	10.1		The Service Charges cover all Component Services.	HD			
7	10.2		The Service Charges do not include the costs for tests, communications, website, software, hardware etc.	HD			
7	10.3		Costs of software upgrades and maintenance are expected to form part of the regular Service Charges	HD			
7	11		Consumer Price Index				
7	11.1		The Service Charges will be adjusted according to CPI.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7		11.2	Tenderer to agree or propose preferred indexation	HD			
7	12		Call Centre Services (Interpreter Facilities)				
7		12.1	Provide costs for providing interpreter facilities.	HD			
7	13		Disaster Recover Services				
7		13.1	A monthly fixed costs to maintain a Disaster Recovery service.	HD			
7		13.2	A fixed fee for a Disaster Recovery test to be conducted.	HD			
7		13.3	Offer options and the related costs for Disaster Recovery for the following:				
7		13.3.1	Within 24 hours.	HD			
7		13.3.2	Within 4 hours.	HD			
7		13.3.3	Uninterrupted continuation of service.	HD			
7		13.4	Describe how the recovery of services be achieved.	HD			
7		13.5	Charge Reductions do not apply where the cause of a Disaster was outside the Contractor's control.	HD			
7	14		Telephone Typewriter Services (TTY)				
7		14.1	Provide a monthly cost to provide the TTY service.	HD			
7	15		Photocopying Fees				
7		15.1	Provide a cost per page for this service in case of significant paperwork to be distributed.	HD			
7	16		Transition Out / Disengagement Services				
7		16.1	Any Disengagement Services to be billed using the Professional Services rates.	HD			
7	17		Reduction in Service Charges				
7		17.1	Reduction in Service Charges to apply for failure to achieve some KPIs.	HD			
7	18		Invoicing Requirements				
7		18.1	Usage statistics to provide the basis for producing accounting and billing information.	HD			
7		18.2	Transactions to be categorised according to transport mode and the relevant participating Agency.	HD			
7		18.3	Transactions involving multi-modal services must be counted separately and allocated to relevant Agencies.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
7	18.4		Transactions than cannot be allocated to be counted separately and reported to the Principal.	HD			
7	18.5		Invoices to identify relevant Agencies and to be particularised, explanatory and supported by the statistics.	HD			
7	18.6		All invoices to be reviewed and approved by the Principal.	HD			
7	18.7		Submit invoices in the format specified.	HD			
7	19		Invoice Process				
7	19.1		Bill the Principal according to the formal Contract terms.	HD			
7	19.2		The objectives of this process are to:				
7		19.2.1	Identify the billing mechanism.	HD			
7		19.2.2	Ensure that the billing mechanism can be accurately reported on.	HD			
7		19.2.3	Ensure clarity of roles, responsibilities and processes required for accurate and timely client invoicing.	HD			
7		19.2.4	Ensure that responsibility for all the required tasks is appropriately designated.	HD			
7		19.2.5	Provide a consistent approach to client invoicing.	HD			
7		19.2.6	List invoice source documentation / systems.	HD			
7		19.2.7	Ensure all costs associated with the service.	HD			
7		19.2.8	Ensure that there are appropriate quality checks.	HD			
7	19.3		The invoicing process is set out in Appendix C.	HD			
7	19.4		Invoices to contain the relevant account details.	HD			
8	Section 8 - Technology						
8	1		Overview				
8	1.1		Review all documentation provided for current systems.	HD			
8	2		Infrastructure				
8	2.1		ITIS Equipment means hardware, software, licences and associated equipment, including all component parts, etc.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	2.2		Contractor may choose to continue using the existing ITIS Equipment.	HD			
8	2.3		If existing equipment is to be used, the Contractor agrees that it will:				
8		2.3.1	Use ITIS Equipment for the sole purpose of providing the Component Services.	HD			
8		2.3.2	Properly maintain and secure the ITIS Equipment.	HD			
8		2.3.3	Insure the ITIS Equipment.	HD			
8		2.3.4	Support and maintain the ITIS Equipment.	HD			
8	2.4		Provide all hardware, software, licences and associated equipment, including all component parts, etc. for the delivery of the Voice Services.	HD			
8	2.5		Ownership of specialist, business applications is to be held by the Principal including:	HD			
8		2.5.1	Trip Planner.	HD			
8		2.5.1	CFS.	HD			
8		2.5.1	CMS.	HD			
8	2.6		Hardware and software used to deliver the Component Services to be subjected to "Support Services".	HD			
8	2.7		The current Voice Services delivery platform is presented in Appendix B.	HD			
8	2.8		The telephony system for receiving inbound calls should:				
8		2.8.1	Be flexible and future proof.	HD			
8		2.8.2	Automatically conduct regular testing of extensions.	HD			
8		2.8.3	Feature an easy to use Moves and Changes interface.	HD			
8		2.8.4	Provide detailed station level reporting for both incoming and outgoing calls on a national basis.	HD			
8		2.8.5	Provide ACD functionality / integration.	HD			
8		2.8.6	Provide IVR functionality / integration.	HD			
8		2.8.7	Enable call transfers.	HD			
8		2.8.8	Enable placing calls on hold.	HD			
8		2.8.9	Provide quality assessment tools such as call recording and active call monitoring.	HD			
8		2.8.10	Be based on current, proven technology offerings.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	2.9		The systems used to deliver the telephony systems to meet the uptime targets in accordance with the KPIs.	HD			
8	2.10		The Voice systems to accommodate the demand levels specified.	HD			
8	2.11		The Voice systems to support the transaction levels specified whilst meeting the KPIs.	HD			
8	2.12		Provide e-mail capability for receiving Feedback.	HD			
8	2.13		Provide IT facilities details and management arrangements for supporting the Voice Services, including:	HD			
8		2.13.1	Call Centre and data centre facilities.	HD			
8		2.13.2	Communications facilities including PABX, IVR, ACD, routers and gateways, internet access and hosting.	HD			
8		2.13.3	Hours of Operation, staffing, data base & software backup, off-site storage, archiving, etc.	HD			
8		2.13.4	Disaster Recovery facilities.	HD			
8	2.14		The current Internet Services delivery platform is presented in Appendix C.	HD			
8	2.15		The expected availability of the systems associated with the Data Centre facilities is in accordance with KPIs.	HD			
8	2.16		Telecommunications circuits:				
8		2.16.1	Front-end circuits are to be a minimum of 10 Mb per second bandwidth.	HD			
8		2.16.2	Front-end circuits will terminate at the Internet Services delivery infrastructure.	HD			
8		2.16.3	The telecommunications circuits to cope with the currently-experienced traffic demands with headroom for growth.	HD			
8		2.16.4	A second, single circuit is to be provided for management of the Internet Services delivery platform.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		2.16.5	The management circuit to be used for administrator access, managing content, performance monitoring and data logging and reporting of the Internet Services.	HD			
8	2.17		The ITIS Website to support the transaction levels presented in the table.	HD			
8	2.18		The ITIS Website to support the transaction levels presented in the table whilst meeting the KPIs.	HD			
8	2.19		The ITIS Website performance KPIs to be maintained in conjunction with user demand increases.	HD			
8	2.20		The Satisfy structure is presented in Appendix D.	HD			
8	2.21		Establish connectivity to Satisfy servers to provide Customer Feedback Services during Service Continuity.	HD			
8	2.22		Establish connectivity to CFMS for Call Centre Agents during Service Continuity.	HD			
8	3		Data Management				
8	3.1		The current data delivery and data management structure is presented in Appendix E.	HD			
8	3.2		The current data update processes are presented in Appendix F.	HD			
8	3.3		Provide detailed design of the systems and processes to capture and publish all ITIS data sets.	M			
8	3.4		Accept data files from Agencies and load to systems.	HD			
8	3.5		Ability to access and accurately transfer data from nominated data sources to ITIS.				
8	3.6		Deliver required outputs currently compiled and extracted from all of the data delivered to ITIS. The outputs are:	HD			
8		3.6.1	Data for Trip Planner, Internet Services and Voice Services.	HD			
8		3.6.2	Data for mobile.131500.com.au website.	HD			
8		3.6.3	Data as used by the IVR for Next Service enquiries.	HD			
8		3.6.4	Data as used by the T-Way PIDS.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		3.6.5	A full export of the current database for use by the TDC.	HD			
8	3.7		The current IDAs to be provided to the Contractor and the Contractor to maintain the IDA documents.	HD			
8	3.8		Create and maintain any new IDAs that may be required.	HD			
8	3.9		Accept data for additional Transport Service providers as required by the Principal.	HD			
8	3.10		Secure all ITIS data in accordance with "Security and Confidentiality of Information" requirements.	HD			
8	3.11		The ticketing and fare data to be utilised in fare calculation by Call Centre Agents.	HD			
8	3.12		The "CityRail Fare Assistant" application is provided to the Contractor for use by Call Centre Agents.	HD			
8	3.13		Provide access to the "CityRail Fare Assistant" functionality from the ITIS Website.	HD			
8	3.14		The Principal to provide data whenever updates are made and it to be made available to Call Centre Agents.	HD			
8	3.15		The update of applicable fare information to be consistent with the Contract.	HD			
8	3.16		Utilise the geographic location details provided to create mapping paths for display in the Trip Planner.	HD			
8	3.17		Where appropriate, supplement the geographic data provided to improve delivery of ITIS to customers.	HD			
8	3.18		Timetable and associated data may be delivered to the Contractor as XML files and include:	HD			
8		3.18.1	STA timetable data for Sydney and Newcastle buses.	HD			
8		3.18.2	STA timetable data for Newcastle ferries.	HD			
8		3.18.3	Sydney Ferries timetable data.	HD			
8		3.18.4	PBO timetable data.	HD			
8		3.18.5	ITIS sundry data.	HD			
8	3.19		The defined standards for the transfer and exchange of Transport Data being considered include:	HD			
8		3.19.1	Transmodel: Reference data model for public transport.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		3.19.2	SIRI: Service Interface for Real-Time Information.	HD			
8		3.19.3	IFOPT: Identification of Fixed Objects in Public Transport.	HD			
8		3.19.4	NaPTAN: National Public Transport Access Node Database.	HD			
8		3.19.5	TransXChange: Standard for interchange of public transport timetables.	HD			
8		3.19.6	JourneyWeb: Standard for public transport journey planning.	HD			
8		3.19.7	NPTG: National Public transport Gazetteer.	HD			
8		3.19.8	TPEG: Transport Protocol Exports Group.	HD			
8	3.20		Receive the data files provided and load them into the relevant systems for ITIS.	HD			
8	3.21		Accept real-time data on transport events as and when it is delivered from the relevant Agencies.	HD			
8	3.22		The currently anticipated real-time data sources are:				
8		3.22.1	Actual run times for STA buses provided by PTIPS.	HD			
8		3.22.2	Actual run times for Sydney Ferries provided by FOCIS.	HD			
8		3.22.3	Actual run times for CityRail trains provided by RailCorp.	HD			
8	3.23		Provide statements of the capability to accept data feeds for real-time transport events into the systems	HD			
8	3.24		Changes to the data management may require changes to the data recovery and Disaster Recovery parameters.	HD			
8	4		Security				
8	4.1		Ensure that all aspects of ITIS is secure from unauthorised access.	HD			
8	4.2		All security policies and procedures for the ITIS environment to be accepted by the Principal.	HD			
8	4.3		Implement and maintain the security measures in both the Voice Services and Internet Services delivery platforms.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	4.4		The ongoing management and maintenance of all systems, incorporating "Support Services" security requirements.	HD			
8	4.5		Create security policies and procedures for administering physical access to all areas.	HD			
8	4.6		Physical access to the designated areas to be restricted to personnel requiring access to perform ITIS related duties.	HD			
8	4.7		Audit access attempts to all areas on a monthly basis.	HD			
8	4.8		The physical security system will maintain a log of all access activities.	HD			
8	4.9		Provide a report to the Principal whenever requested detailing which individuals have access to the Data Centre.	HD			
8	4.10		Create security policies and procedures for administering user accounts on all ITIS Equipment and systems.	HD			
8	4.11		All user access activity is to be recorded in systems logs in a manner that enables auditing.	HD			
8	4.12		All access to systems and applications to be with a designated account linked to an identifiable individual.	HD			
8	4.13		Anonymous or generic logon accounts are not to be used.	HD			
8	4.14		Default system administrator accounts are not to be used.	HD			
8	4.15		Personnel who require privileges to perform tasks on systems to be allocated a login to perform these functions.	HD			
8	4.16		Create security policies and procedures for implementing and maintaining systems.	HD			
8	4.17		Implement systems to:				
8		4.17.1	Prevent unauthorised external access to ITIS Equipment.	HD			
8		4.17.2	Prevent unauthorised programs, applications, executable code from entering the ITIS environment.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		4.17.3	Physical access to all areas where ITIS activities are undertaken and / or ITIS Equipment / systems are housed.	HD			
8	4.18		Implement alternate solutions at different layers in the security structure.	HD			
8	4.19		Implement these systems for protection across application servers, network appliances, e-mail gateways and workstations	HD			
8	4.20		Monitor, manage and update all systems to ensure that protection for the environments is not compromised.	HD			
8	4.21		Security updates are to be managed in accordance with the "Change Management" requirements.	HD			
8	5		Disaster Recovery Plan				
8	5.1		Contractor to create a Disaster Recovery Plan	HD			
8	5.2		Test the Disaster Recovery Plan every 6 months.	HD			
8	5.3		Update Disaster Recovery Plan at the completion of the test.	HD			
8	5.4		The Disaster Recovery Plan will address as a minimum:				
8		5.4.1	The disaster recovery team structure and roles.	HD			
8		5.4.2	Assign the role of disaster recovery coordinator to an individual.	HD			
8		5.4.3	Articulate the facilities and infrastructure recovery process.	HD			
8		5.4.4	Articulate the data and telecommunications recovery process	HD			
8		5.4.5	Articulate the software recovery process.	HD			
8		5.4.6	Articulate the applications recovery process.	HD			
8		5.4.7	Detail the communication plan for use in the event of a disaster.	HD			
8	5.5		Fill the disaster recovery coordinator position.	HD			
8	5.6		The disaster recovery coordinator will be responsible for:				
8		5.6.1	Scheduling and facilitating half yearly reviews of the Disaster Recovery Plan.	HD			
8		5.6.2	Ensuring that the Disaster Recovery Plan is updated to reflect the outcomes of this review.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		5.6.3	Ensuring that a log of the review is maintained detailing all checks and the outcomes are recorded.	HD			
8		5.6.4	Circulating the amended document to relevant stakeholders for approval.	HD			
8		5.6.5	Circulating the approved and amended Disaster Recovery Plan to all Agencies for approval.	HD			
8		5.6.6	Addressing any discrepancies and finalising amendments to the Disaster Recovery Plan.	HD			
8		5.6.7	Ensuring that a copy of the Disaster Recovery Plan is in an accessible location and staff are aware of the location.	HD			
8		5.6.8	Ensuring that all members of the Disaster Recovery team are cognisant of current processes.	HD			
8		5.6.9	Ensuring that all members of the Disaster Recovery team are cognisant of current processes.	HD			
8		5.6.10	If no amendments are made to the plan following a half yearly review, advise Agencies that a review was done.	HD			
8		5.6.11	Executing the Disaster Recovery Plan in the event of a Disaster.	HD			
8		5.6.12	Communicating with the Principal in the event of a Disaster.	HD			
8	5.7		Put in place facilities, processes, procedures and plans to continue the Voice Services in the event of a Disaster.	HD			
8	5.8		The "tolerable period" of outage for Voice Services is 4 hours.	HD			
8	5.9		Any Disaster Recovery facility be located at least 10 kilometres from the primary Voice Services site.	HD			
8	5.10		The "Return to Operations" requirement for Voice Services is 4 hours.	HD			
8	5.11		The "Restore Point for Operations" for Voice Services is 23 hours.	HD			
8	5.12		Address all elements required to have Voice Services functional at the Disaster Recovery site including:				
8		5.12.1	Provision of facilities to host a second Voice Services delivery platform.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8		5.12.2	Provision of the required telecommunications circuits for connection to the second Voice Services facility.	HD			
8		5.12.3	Provision of personnel with the appropriate level of skill and training.	HD			
8		5.12.4	Provision of all necessary equipment to facilitate a second Voice Services delivery platform.	HD			
8		5.12.5	Procedural documentation.	HD			
8	5.13		Put in place facilities, processes, procedures and plans to continue the Internet Services in the event of a Disaster.	HD			
8	5.14		The "tolerable period" of outage for the Internet Services is 53 minutes.	HD			
8	5.15		Any Disaster Recovery facility be located at least 10 kilometres from the primary Data Centre.	HD			
8	5.16		The "Return to Operations" requirement for the Internet Services is 53 minutes.	HD			
8	5.17		The "Restore Point for Operations" for the Internet Services is 23 hours.	HD			
8	5.18		Address all elements required to have Internet Services functional at the Disaster Recovery site including:				
8		5.18.1	Provision of facilities to host a second Internet Services platform.	HD			
8		5.18.2	Provision of required telecommunications circuits for connection to the secondary Internet Services platform.	HD			
8		5.18.3	Provision of personnel with the appropriate level of skill and training.	HD			
8		5.18.4	Provision of all necessary equipment to facilitate a second Internet Services delivery platform.	HD			
8		5.18.5	Procedural documentation	HD			
8	5.19		As enhancements are implemented, the Disaster Recovery parameters be reviewed, which might alter the following:	HD			
8		5.19.1	Tolerable period of outage.	HD			
8		5.19.2	Return to Operations.	HD			
8		5.19.3	Restore Point for Operations.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
8	5.20		If the Disaster Recovery parameters change due to a Service Enhancement, the Disaster Recovery Plan and associated systems are to be updated.	HD			
9	Section 9 - Personnel and Subcontractors						
9	1		Details of Subcontractors, Major Suppliers and Partners				
9	1.1		Utilise the services of its suppliers, partners or subcontractors in performing the Component Services.	HD			
9	1.2		The Contractor is the sole contractor for delivery of ITIS.	HD			
9	1.3		New suppliers or subcontractors may be introduced during the Term of Contract.	HD			
9	2		Employment of Contractor's Personnel				
9	2.1		Ensure that there are sufficient staff to implement and provide all the required Component Services.	M			
9	2.2		The Contractor will do all of the following:				
9		2.2.1	Staff the Call Centre sufficient to meet KPIs	HD			
9		2.2.2	Utilise the required number of managers, supervisors and phone operators.	HD			
9		2.2.3	May employ a combination of full time and part time permanent employees .	HD			
9		2.2.4	Determine the best method of employing resources to meet short term fluctuation.	HD			
9	3		Managerial Roles				
9	3.1		Specify key managerial personnel who will perform the following roles:				
9		3.1.1	Account executive.	HD			
9		3.1.2	Contract manager.	HD			
9		3.1.3	Sub-contractor account representatives.	HD			
9		3.1.4	Call Centre manager.	HD			
9		3.1.5	Call Centre supervisors.	HD			
9		3.1.6	Web administrator.	HD			
9		3.1.7	Contractor services manager.	HD			
9	3.2		Details required about each staff are specified in the table.	HD			
9	4		Technical Roles				

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
9	4.1		Provide information about the technical experience and capabilities of its professional workforce to carry out:	HD			
9		4.1.1	Transition In.	HD			
9		4.1.2	Regular data management and maintenance, user and application support work.	HD			
9		4.1.3	Performance analysis and reporting.	HD			
9		4.1.4	Service Enhancements identified.	HD			
9	4.2		Presentation of details to be in the form of professional Resumes containing at the least specified items in table.	HD			
9	5		Organisational Charts				
9	5.1		Provide organisation charts for:				
9		5.1.1	Corporate Company Structure.	HD			
9		5.1.2	Call Centre Operations.	HD			
9		5.1.3	Website Responsibilities.	HD			
9	5.2		Identify the business units in its organisational chart responsible for relevant Contract functions, including:	HD			
9		5.2.1	Client Liaison.	HD			
9		5.2.2	Subcontractor Management.	HD			
9		5.2.3	Management of Projects.	HD			
9		5.2.4	Accounting / Billing.	HD			
9		5.2.5	Data Maintenance.	HD			
9		5.2.6	Support Services.	HD			
9		5.2.7	Problem Management.	HD			
9		5.2.8	Quality Assurance.	HD			
10	Section 10 - Transition						
10			Transition In				
10	1		Component Services Subject to Transition In				
10	1.1		Transition In to the new operational environment.	M			
10	2		Contractor Responsibilities				
10	2.1		Provision of all Component Services, functions and operations of ITIS whilst moving the delivery base.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	2.2		Perform Transition In without interruption to or degradation of delivery of Component Services.	HD			
10	2.3		Set up Transition In "Service Management" framework.	HD			
10	2.4		All Transition In activities to comply with Section 1.	HD			
10	2.5		Technical components needed to deliver current Component Services:				
10		2.5.1	All systems required to manage Voice, Internet, Customer Feedback and Trip Planning Services.	HD			
10		2.5.2	Technical components including hardware, software, telecommunication circuits and peripheral devices.	HD			
10	2.6		Facilities required to deliver the Component Services:				
10		2.6.1	Office facilities.	HD			
10		2.6.2	Data centre facilities.	HD			
10	2.7		Appropriate personnel to deliver Component Services:				
10		2.7.1	Sufficient quantities of personnel in each role.	HD			
10		2.7.2	Personnel appropriately trained to undertake the allocated roles.	HD			
10	2.8		State the position in terms of reemployment of current call centre personnel.	HD			
10	2.9		Policies and procedures documented and in place for providing and supporting Voice Services.	HD			
10	2.10		Policies and procedures documented and in place for providing and supporting Internet Services.	HD			
10	2.11		Policies and procedures documented and in place for performing data updates across all systems.	HD			
10	2.12		Structures and process in place for creation and delivery of the required reports to MoT.	HD			
10	2.13		Structures and process in place for the ongoing service delivery to the Principal.	HD			
10	2.14		Project management methodology and governance in accordance with the Structured Project Methodology.	HD			
10		2.14.1	Plan all aspects of delivery.	HD			
10		2.14.2	Manage all aspects of delivery.	HD			
10		2.14.3	Manage delivery to timeline.	HD			
10		2.14.4	Responsible for delivery outcomes.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	3.1		Contractor to indicate special requirements for "Current Contract Disengagement"				
10		3.1.1	IVR configuration.	HD			
10		3.1.2	Call Centre Agent training manual.	HD			
10		3.1.3	Software as presented.	HD			
10		3.1.4	Hardware as presented.	HD			
10		3.1.5	Current systems configurations.	HD			
10		3.1.6	Current policies and procedures to deliver Voice Services.	HD			
10		3.1.7	Current policies and procedures to deliver Internet Services.	HD			
10	4		Principal Supplied Items				
10	4.1		Indicate in table form for each Principal supplied items:				
10		4.1.1	If item specified will be required.	HD			
10		4.1.2	If the tem specified will not be required.	HD			
10		4.1.3	Cater for the expected role of all Principal supplied items in the execution of Transition In activities.	HD			
10	4.2		Take into account the Principal's preferences for asset ownership.	HD			
10	5		Project Management				
10	5.1		Provide a plan that complies with "Project Management" requirements.	HD			
10	5.2		The plan to recognise the need for Service Continuity up to and beyond the actual point of transition.	HD			
10	5.3		Responses to be assessed on the basis of risk management of service interruption or degradation.	HD			
10	5.4		Project management for the execution of Transition In is to include a detailed plan to:				
10		5.4.1	Implement / build and deliver all required systems.	HD			
10		5.4.2	Develop and deliver all facilities.	HD			
10		5.4.3	Recruit and train staff.	HD			
10		5.4.4	Cutover from the current ITIS delivery platform.	HD			
10		5.4.5	Plan covering key dependencies, delivery milestones, resource allocations to tasks and deliverables.	HD			
10	5.5		The execution of the Transition In activities to be tracked against the "Project Management" plan.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	6		Transition In Planning				
10		6.1	Design of all technical areas / components that will be required including:	HD			
10		6.1.1	Telecommunications circuits.	HD			
10		6.1.2	Local Area Network for Call Centre operations.	HD			
10		6.1.3	End to end communications connectivity.	HD			
10		6.1.4	Data centre requirements.	HD			
10		6.1.5	Network security.	HD			
10		6.1.6	Server hardware requirements.	HD			
10		6.1.7	Server operating system requirements.	HD			
10		6.1.8	Design of voice systems for receiving / routing of calls.	HD			
10		6.1.9	Design of all application systems needed.	HD			
10		6.2	Design of the facilities required to house the ITIS operations:				
10		6.2.1	Office facilities for call centre operations.	HD			
10		6.2.2	All data centre facilities for all operations.	HD			
10		6.2.3	Disaster recovery facilities.	HD			
10		6.3	Plans to ensure appropriate quantities of appropriately skilled personnel.	HD			
10		6.3.1	Plans of the roles required, the skills required in each role and the number of personnel in each role.	HD			
10		6.3.2	Plans showing how people will be recruited into these roles within the required timeframe.	HD			
10		6.3.3	Plans showing the training that will be required for personnel to undertake the allocated roles	HD			
10		6.4	Identification of the policies and procedures that will be required for:				
10		6.4.1	Timetable data updates.	HD			
10		6.4.2	Change processes.	HD			
10		6.4.3	Maintenance tasks.	HD			
10		6.4.4	Outage management.	HD			
10		6.4.5	Delivery of Voice Services functions.	HD			
10		6.4.6	Delivery of Internet Services functions.	HD			
10		6.5	Identification of the reporting requirements including:				
10		6.5.1	Monthly performance.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		6.5.2	Billing reports.	HD			
10		6.5.3	Ad-hoc reports.	HD			
10	7		Transition In Execution				
10	7.1		All technical areas / components that will be required:	HD			
10		7.1.1	Telecommunications circuits.	HD			
10		7.1.2	Local Area Network for Call Centre operations.	HD			
10		7.1.3	End to end communications connectivity.	HD			
10		7.1.4	Data centre requirements.	HD			
10		7.1.5	Network security.	HD			
10		7.1.6	Server hardware requirements.	HD			
10		7.1.7	Server operating system requirements.	HD			
10		7.1.8	Design of voice systems for receiving / routing of calls.	HD			
10		7.1.9	Design of all application systems needed.	HD			
10	7.2		Build-out of all required facilities:				
10		7.2.1	Office facilities for call centre operations.	HD			
10		7.2.2	All data centre facilities for all operations.	HD			
10		7.2.3	Disaster recovery facilities.	HD			
10	7.3		Engagement of appropriate personnel.	HD			
10		7.3.1	The required quantity of personnel with the required skills assigned to the identified roles.	HD			
10		7.3.2	The required personnel to commence delivery of the required ITIS functions from the Transition In date.	HD			
10		7.3.3	Training materials and courseware for incoming personnel.	HD			
10		7.3.4	Training of personnel completed.	HD			
10	7.4		7.4 Identification of the policies and procedures that will be required for:				
10		7.4.1	Timetable data updates.	HD			
10		7.4.2	Change processes.	HD			
10		7.4.3	Maintenance tasks.	HD			
10		7.4.4	Outage management.	HD			
10		7.4.5	Delivery of Voice Services functions.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		7.4.6	Delivery of Internet Services functions.	HD			
10	7.5		Identification of the reporting requirements including:				
10		7.5.1	Monthly performance.	HD			
10		7.5.2	Billing reports.	HD			
10		7.5.3	Ad-hoc reports.	HD			
10			Transition Out				
10	8		Objective				
10	8.1		Ensure that the transition takes care of the termination of services under the existing contract and facilitates the handover to a new environment and contract.	HD			
10	9		Scope				
10	9.1		Construct the framework for moving the finalised, contracted services to a new environment, including:	HD			
10		9.1.1	Defining roles for the parties involved.	HD			
10		9.1.2	Planning and putting in place processes and parameters for relocating key elements of delivery functions.	HD			
10		9.1.3	Creating a structured approach for achieving the required outcomes.	HD			
10		9.1.4	Maintaining current service delivery up to the designated completion date.	HD			
10	10		Services				
10	10.1		Unless the entire Contract is terminated, the subset of services to be terminated will be listed individually.	HD			
10	10.2		If the entire Contract is terminated, all services at the time of the disengagement notice will be transitioned.	HD			
10	10.3		Deliver all services up until the completion date of the Contract or as specified in the disengagement notice.	HD			
10	11		Execution				
10	11.1		Work with the Principal to ensure a seamless transfer of the services to the next service environment.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10	11.2		On receipt of a disengagement notice, the Contractor's management team to commence the Transition Out.	HD			
10	11.3		The Transition Out team will be led by the Principal's nominated project manager.	HD			
10	11.4		The Principal's nominated project manager to provide the framework and governance methodology, including:	HD			
10		11.4.1	A team structure to undertake the delivery of activities associated with the Transition Out project.	HD			
10		11.4.2	The project team structure to identify key roles, responsibilities and personnel assignments to key roles.	HD			
10		11.4.3	A matrix defining ownership of key project activities	HD			
10		11.4.4	A communication plan for all interactions.	HD			
10		11.4.5	Plan covering key dependencies, delivery milestones, resource allocations to tasks and deliverables.	HD			
10	11.5		Have input into the project timeline for execution of the Transition Out.	HD			
10	11.6		Once completed, the project plan to be agreed upon.	HD			
10	11.7		Deliver the Transition Out activities in accordance with the agreed project plan under.	HD			
10	12		Roles				
10	12.1		The Transition Out team to be made up of representatives from the Principal and the Contractor.	HD			
10	12.2		Representatives from the Principal and their specified responsibilities are:				
10		12.2.1	Project manager for the Transition Out team.	HD			
10		12.2.2	ITIS Contracts Manager.	HD			
10		12.2.3	Stakeholder representatives.	HD			
10	12.3		Representatives from the Contractor and their specified responsibilities are:				
10		12.3.1	Contractor Transition Out team leader.	HD			
10		12.3.2	IT Manager.	HD			
10		12.3.3	Call centre manager.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		12.3.4	Contract manager.	HD			
10		12.3.5	Operations manager.	HD			
10	13		Equipment				
10	13.1		An inventory will be taken of all equipment that is being used to deliver the services.	HD			
10	13.2		The equipment register will represent the status of all equipment as at the date of the receipt.	HD			
10	13.3		The details recorded in the equipment register need to be sufficient.	HD			
10		13.3.1	The details for servers to include their specifications.	HD			
10		13.3.2	The details for software to include their specifications.	HD			
10	13.4		All equipment to be listed with the role / function that it performs and the ownership details.	HD			
10	13.5		Transfer all or part of the Principal Funded Equipment to the new services provider.	HD			
10	13.6		Promptly notify and pay the Principal the depreciated value of the item where an item cannot be transferred.	HD			
10	13.7		Promptly pay the Principal the depreciated value of the retained the Principal Funded Equipment.	HD			
10	13.8		Transfer all equipment at no charge to the Principal as part of the disengagement services.	HD			
10	13.9		Transfer all equipment free from all encumbrances so title passes to the Principal as at the date of transfer.	HD			
10	14		Intellectual Property				
10	14.1		Intellectual property generated under the Contract will be provided to the Principal.	HD			
10	14.2		Relevant processes, procedures and protocols put in place to have and deliver necessary documentation.	HD			
10	14.3		Following documents to be up to date as at the date of the receipt of the disengagement notice.	HD			
10		14.3.1	Asset registers.	HD			
10		14.3.2	Systems documentation.	HD			
10		14.3.3	Procedures documentation.	HD			

Sect	Ref.No.		Description	Priority	Compliance	Development	Comments and references to descriptions of developments, modifications or alternatives
10		14.3.4	Training documentation.	HD			
10	14.4		Data:				
10		14.4.1	All data relating to the delivery of ITIS.	HD			
10		14.4.2	Removal of all data relating to delivery of ITIS.	HD			
10		14.4.3	All data to be provided in Principal specified format.	HD			
10		14.4.4	All data to be provided on portable media.	HD			



**FORM 2: PRICING, LIST OF PRODUCTS & SERVICES, CONFIGURATION
AND RELATED INFORMATION**

REQUEST FOR TENDER

MOT-ITIS2009/01

FORM 2a – Prices of Products and Services

Note to Tenderers:

The following information should be read carefully before completing the pricing tables. Responses that do not contain valid pricing as per the tables in this document may be excluded from consideration.

All the pricing tables must be completed by Tenderers to this RFT. If a specific table or portion of it does not apply to the Tenderer's proposal, the section should be marked "**Not Applicable**".

The pricing tables are provided in Word 2000 format to assist Tenderers to return their pricing in the correct form. If any table is too small, please add rows and/or change column widths as appropriate. However, columns are **not** to be added to or deleted from any table.

Granularity of Pricing:

In order to form the basis for any potential variations to the agreement, such as future growth or technological improvements, the Principal is asking for the most detailed breakdown of pricing a vendor is prepared to provide. The breakdown of pricing should be in line with the List of Products and Services

FORM 2a – Prices of Products and Services

Pricing Summary

Component	Price excl. GST	GST Component	Price incl.-GST
<u>Software Licences</u>			
<u>Transitioning –In</u> (Configuration and Customisation)			
<u>Transitioning-Out Costs</u>			
<u>Ongoing Operational Costs</u> (estimated average per month)			
<u>Training of Principal's and Transport Agencies' user staff</u>			
<u>Documentation</u>			
<u>Other</u> (Full details must be included)			

Software Product Prices

Description	No of Licences included	Price excl. GST	Price incl. GST
Licenses			
Installation (if not included in licence price)			
Total Software Product Prices:			

The table may be extended.

Transitioning-In (Configuration and Customisation)

Description	Item Price excl. GST	Item Price incl. GST
Total Transitioning-In Price:		

The table may be extended.

Transitioning-Out

Description	Item Price excl. GST	Item Price incl. GST
Total Transitioning-Out Costs:		

The table may be extended.

FORM 2a – Detail Prices of Products and Services

Ongoing Operational Costs

The following costs need to be quoted on a per unit base; invoicing is envisaged monthly. All tables may be extended as required by the tenderer

Operator call handling costs (excluding TTY, Customer Feedback and Ministers Hotline):

Alternative 1: Monthly Cost = {Base Cost} + {Call Rate} x {Total Operator Call Time during the Month}

Call Volume Range	Base Cost per month	Call Rate Unit Cost (excl CPI and GST)	Unit of Measure

Add more lines if rates and base fees depend upon call volumes

Alternative 2: If using a more complex pricing model depending upon other cost parameters, please provide full details.

For both Alternatives: for the purpose of comparing tenders we require the tenderer to use its own costing model, but provide the resulting cost for the unit prices in the table below. Please provide the calculated costs in \$ per second rounded to the eighth decimal (##### \$/sec), excluding GST and CPI:

Monthly number of calls	Average Call Handling Time in seconds (Total Call Time in a month divided by number of calls)				
	80	90	100	110	120
100,000					
150,000					
200,000					
250,000					
300,000					

FORM 2a – Detail Prices of Products and Services**Call handling costs for Customer Feedback:**

Service Type	Measured	Unit	Unit Cost (excl CPI and GST)
Operator Assisted			
Email			

Call handling costs for Minister's Hotline:

Service Type	Measured	Unit	Unit Cost (excl CPI and GST)
Minister's Hotline			

Call handling costs for TTY:

Service Type	Measured	Unit	Unit Cost (excl CPI and GST)
Telephone Typewriter Service (TTY)			

Costs of Interactive Voice Response (IVR):

Service Type	Measured	Unit	Unit Cost (excl CPI and GST)
Fixed IVR Maintenance Fee			
IVR Resolved Calls			

FORM 2a – Detail Prices of Products and Services

Website related costs:

Service Type	Measured	Unit	Unit Cost (excl CPI and GST
Maintenance of site systems and software			
Other (specify)			

Business Continuity / Disaster Recovery Service related costs:

Service Type	Measured	Unit	Unit Cost (excl CPI and GST
Fixed Monthly Costs	monthly	Per month	
Disaster Recover Tests (2 per year)	Per Test	Per Test	

All the tables above may be extended.

FORM 2a – Detail Prices of Products and Services

Essential Training Prices for Principal's Staff

Please list all recommended training courses for the Principal's administrators/managers, developers and general users.

Course Title / Description / Schedule ¹	Pre-requisite skills ²	Duration	Max Class Size	Total Price (excl. GST)	Total Price (incl. GST)
Total Essential Training Price:					

The table may be extended.

¹ Explain if the training is available at special locations or client site or supported by self paced computer based training material.

² If appropriate, state any prior skills required of participants in broad terms.

Documentation Prices

Description	Unit Price	Units Required	Total Price (excl. GST)	Total Price (incl. GST)
Total Documentation Price:				

The table may be extended.

FORM 2a – Detail Prices of Products and Services

Time and Materials – Schedule of rates for professional services

Item	Professional Grade Description	Proposed Usage ³	Price/Day (excl. GST)	Price/Day (incl. GST)	Indicative Level of Experience ⁴	Basis of Pricing for Daily Rates ⁵
1						
2						
3						
4						
5						
6						
7						
8						
9						

The table may be extended.

³ In this column, please describe broadly the types of tasks for which the professional grade is being proposed (for example, trainer, data modeller, business analyst).

⁴ In this column, please describe broadly the experience level associated with staff at each grade (for example, fifteen years of project management, twelve years implementing licensing systems in a complex environment, and so on).

⁵ In this column, please describe the basis on which the fixed price is quoted (for example, fixed for two years, then variable on each six-month anniversary of contract signing based on movements in the CPI). For this purpose, a day is defined as a minimum of eight hours.

OTHER TENDERED PRODUCTS AND SERVICES

For all products and services tendered, unless covered earlier in Form 2, please provide full details in accordance with the Agreement Schedule 3 as it applies for each Module (installation, configuration, maintenance, training, documentation, etc) or give a reference to separate attachments such as Product Sheets, Third Party Contracts, etc.

Item #	Product or Service component details as requested per Agreement, Schedule 3 for each Module	Number of Units	Unit Price (excl. GST)	Total Price	
				excl. GST	incl. GST
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					

The table may be extended.



NSW Procurement is a Business Unit of the NSW Department of Commerce

NSW Procurement invites this tender for and on behalf of the
NSW Ministry of Transport

PART C - TENDER RESPONSE

MOT-ITIS2009/01

Integrated Transport Information Services (ITIS)

Your Company's Legal Name: <Insert Company name>

Your Company's Trading Name: <Insert Trading name>

Your Company's ABN: <Insert ABN number>

Contact Name: <Insert name of Contract Administration
Officer>

Contact Phone: <Insert telephone no>

If submitting an electronic Tender, please answer the following and indicate Yes or No below:

- Are you providing supporting documents in hard copy or on CD-ROM?
Yes/No
- Did you clearly mark the supporting documents as "Supporting Documents to MOT-ITIS2009/01?"
Yes/No

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FORM 1: PRIME CONTRACTOR PROFILE

REQUEST FOR TENDER

MOT-ITIS2009/01

Form 1 - Prime Contractor Profile**PRIME CONTRACTOR DETAILS**

Please write or type into this Response Form identification details of the legal identity that will enter into a contract.

If Prime Contractor is a company: Registered Company Name:	ACN:	Address of Registered Office:
OR, if Prime Contractor is a partnership: Partnership Name:		
OR, if Prime Contractor is an individual: Individuals Name:	ABN:	
Trading Name:		
Site Office (Principal Place of Business)	Postal Address (Principal Place of Business)	
Addresses from which contracted services will be delivered	Contract Administration Contact Name	
Contract Administration Contact Telephone Number	Contract Administration E-Mail Address	

Form 1 - Prime Contractor Profile

Contract Administration Contact Fax Number	Chief Executive Officer's Name (CEO)
Switchboard Telephone Number	Company E-Mail Address
Website Address	

Respondent Background:

Year of incorporation in Australia (if applicable):

Number of years in providing tendered Products and Services:

Company Financial Information – Prime Contractor (summary)

Annual Australian turnover (last reported Financial Year):

Annual Australian turnover in the financial year prior to above

Annual Australian turnover in the financial year prior to above

International turnover (last reported Financial Year):

International turnover in the financial year prior to above

International turnover in the financial year prior to above

A\$
A\$
A\$
A\$
A\$
A\$
A\$

Company Financial Information – Sub-Contractor (summary)

Annual Australian turnover (last reported Financial Year):

Annual Australian turnover in the financial year prior to above

Annual Australian turnover in the financial year prior to above

International turnover (last reported Financial Year):

International turnover in the financial year prior to above

International turnover in the financial year prior to above

A\$
A\$
A\$
A\$
A\$
A\$

Please replicate the rows in this table as required for other sub-contractors

Form 1 - Prime Contractor Profile

Please submit audited Australian financial statements (profit and loss and balance sheet) for the past three financial years for the prime contractor and any significant sub-contractors.

Please submit with your tender documentation organisation charts for the main business sections proposed to be involved in the supply of the services (prime contractor and sub-contractors)

Form 1 - Prime Contractor Profile

Lines of Business:

List all lines of business activities related to the legal entity who may be signing the Contract and express as a percentage of the gross turnover in Australia:

Activity	% of Gross Turnover

SUB-CONTRACTOR DETAILS

Will you be using any sub-contractors? **Yes/No** If Yes, please supply following details:

Company Name	Address	Relationship to Contractor	Proposed Role

Form 1 - Prime Contractor Profile

EMPLOYEE DISTRIBUTION

Provide details of employee numbers servicing the Australian market in the following areas of activity:

Location	Management	Administration	Sales/Marketing	Technical	Service/Support	Total
NSW						
Australia						
International						

PROPOSED PROJECT PERSONNEL

Respondents are required to provide a summary description of employees to be involved in the delivery of the services (for a more detailed description of key roles please refer to Part F, Sections 6 and 9, and Part D of this RFT).

Name	Position in Company	Experience (Years)	Qualifications	Proposed Role	Prime or Sub

Note: This table may be expanded.

Form 1 - Prime Contractor Profile

PROJECT EXPERIENCE

Provide a summary of the relevant project/service experience of your company over the last three (3) years:

Name of Project	Value of Project	Start Date	Finish Date	Name of Client	Contact Person (include name and title/position)	Telephone	Prime or Sub

Note: This table may be expanded if there is insufficient space provided above.

Form 1 - Prime Contractor Profile

REFERENCES

Provide a summary of at least five (5) project reference sites where similar services have been undertaken by your organisation. If your tendered solution depends on subcontracted products or services, please also include at least three (3) relevant references for each of the sub-contractors. A more detailed description of these references should be attached, including services/products offered, size of project/contract. Reference sites in Government within Australia are preferred.

Important: These references should be capable of verification by the Ministry of Transport. You should make any necessary arrangements with referees prior to submitting your response. Simply providing a contact officer within your organisation is not acceptable and may result in elimination of your response.

Client	Project	Contact Person	Telephone

Note: You may include any reference letters or other written testimonials from Government or private organisations in the appendices to your response.

PROBITY

Will the awarding of this Contract give rise to any real or potential conflicts of interest, which require disclosure? **Yes/No** If Yes, please give details:

--

QUALITY CERTIFICATION

Respondent Prime Contractor:

Please provide the following information by inserting a (✓) in the appropriate square and give details where required.

1. Do you have a Quality system in place that meets the specified QA requirements for this contract?

Yes: ☐

No: ☐

2. If No to 1. above, is your organisation currently in the process of obtaining quality certification?

Yes, full certification: ☐

Selected elements only: ☐

Give details:

3. If Quality Certified or substantial progress in obtaining Quality Certification, provide contact details below for the Certifying Company:

Certifying Company Name:

Quality Certification Contact:

Telephone Number:

Fax Number:

Form 1 - Prime Contractor Profile

4. If not seeking formal Quality Certification, please describe in the following box what measures are in place within your organisation to ensure a high level of quality is achieved for work undertaken:

Sub-Contractor:

For each sub-contractor, provide following:

Name	1.Do you have a Quality System that meets QA requirements for Contract? Yes / No / In Process of Obtaining	2. If No, do you have a Quality Methodology? Yes / No



FORM 2: PRICING OF PRODUCTS & SERVICES AND RELATED INFORMATION

REQUEST FOR TENDER

MOT-ITIS2009/01

FORM 2A PRICING OF PRODUCTS AND SERVICES

Note to Tenderers:

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Granularity of Pricing:

In order to form the basis for any potential variations to the agreement, such as future growth or technological improvements, the Principal is asking for the most detailed breakdown of pricing a vendor is able to provide. The breakdown of pricing should be in line with the List of Products and Services

The remainder of Form 2a has been removed from this file and is available as a separate file for completion by the tenderer.

FORM 2B – FURTHER DETAILS OF SUPPLY, IMPLEMENTATION AND ONGOING OPERATION

PROJECT IMPLEMENTATION AND PAYMENT PLAN

Attach your suggested project implementation and payment plan for delivery of the tendered systems and services, identifying a start and finish date, milestones and any required payments or progress payments. Progress payments should be tied to completion of milestones.

Please provide a separate Project Implementation and Payment Plan for services required to support the transition to the new contract, and for the implementation of the enhancements to:

- Trip Planner
- Customer Feedback
- Voice Services
- Internet Services
- Other projects as appropriate.

Please identify all dependencies between these projects in the various Project Implementation and Payment Plans.

Note that actual costs should not be included in the Project Implementation and Payment Plans. Contractors should make reference to any milestone payments in Response Form 2a (eg Transition Milestone Payment 1, Transition Milestone Payment 2 etc).

OTHER COMMENTS ON CAPACITY OR ABILITY TO PERFORM THE AGREEMENT

State here or attach and provide reference to any other details you may wish to add. Please also address your capacity to perform the agreement in the context of the current commitments of your organisation.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery designed for writing.

Formatted: Bullets and Numbering

CODE OF PRACTICE FOR PROCUREMENT

Have you read the *NSW Government Code of Practice for Procurement* and taken it into consideration in preparing and submitting your Tender?

Yes/No

Will you maintain compliance with the Code for the purposes of the agreement, advise the Ministry of Transport of any breaches of the Code for the duration of the agreement and provide evidence of compliance when requested by the Ministry of Transport during the course of the agreement?

Yes/No

Provide any other relevant information below

OCCUPATIONAL HEALTH SAFETY AND REHABILITATION

Do you currently comply with your OHS&R statutory obligations and will you continue to do so for the duration of any agreement awarded?

Yes/No

If **"No"**, provide details below

ENVIRONMENTAL MANAGEMENT

Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development.

NSW COUNTRY INDUSTRIES PREFERENCE SCHEME

You must complete the following details if you are eligible under the Country Industries Preference Scheme and wish to make use of the CIPS margin:

Have you registered with the Country Industry Preference Scheme?

Yes/No

If **"Yes"**, supply Preference Registration Number

Supply details of the location(s) (town(s)) of your manufacturing or other facilities

Will the Deliverables be wholly or substantially manufactured or produced at the above location(s)?

Yes/No

If **"No"** explain below

VALUE-ADDED ACTIVITY

Indicate the level of local value-added activity proposed to be undertaken in the event of award of any agreement.

SME INVOLVEMENT

Provide details of the likely percentage of the value of the Deliverables to be provided under the agreement that will be sourced from Small to Medium Enterprises (SME's) and of the activities that will be carried out by SME's under the agreement.

ELECTRONIC COMMERCE

Describe below your present capabilities and services or future strategies in relation to Electronic Commerce, including any existing or planned B2B connections with corporate partners or government departments. Please specify whether these capabilities are current (operational), under construction, planned or under consideration.

REGIONAL DEVELOPMENT

Provide details of any business unit or sub-contractor involved in the delivery of proposed services from a local (ie non-metropolitan) region in NSW.

Provide details of the positive impact that the work flowing to a local region in NSW will generate, and any adverse effect should the same work be awarded to a capital city based organisation.

Indicate the measures to be taken if the agreement is awarded to enhance local industry participation, SME involvement, employment and workforce development.

Indicate your commitment to and measures to be taken to implement best practice and the fostering of industry development.

COMPETITIVE NEUTRALITY

If the prime contractor or any sub-contractor is a public sector agency, do you comply with the policy that Government agencies should not have a net advantage over their competitors as a result of their public ownership?

Yes/No

If **"No"**, provide details

ADDENDA TO THIS RFT AFTER ISSUE

If there have been any Addenda by the Ministry of Transport to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender.

YES/NO/THERE HAVE BEEN NO ADDENDA BY THE MINISTRY OF TRANSPORT

If **NO**, provide reasons below

FURTHER INFORMATION

Provide below any further information you believe is relevant to your Tender, and cross-reference to any clauses of this RFT if applicable.

TENDER VALIDITY PERIOD

The Tender will remain valid for acceptance within 12 months from the deadline for lodgement of tenders, in accordance with Part B.



FORM 3: STATEMENT OF COMPLIANCE WITH TENDER INFORMATION AND PROCESS

REQUEST FOR TENDER

MOT-ITIS2009/01

Instructions for Completing Form 3

[The following Response Forms contain summaries of the requirements from](#) Parts A and B. Tenderers must state hereunder whether their tender conforms to these requirements.

For the sake of convenience some headings and sub-headings from the RFT Parts A and B may have been reproduced in this response form. In addition, descriptive titles may have been used to facilitate identification of the relevant requirement in Parts A and B. Note that these inclusions are for the convenience of respondents only and are not to replace or amplify the requirements themselves. Tenderers must ensure that their response addresses the full requirement as stated in Parts A and B of the RFT.

All requirements in Parts A and B require a response indicating that the Tenderer has Read and Understood the requirement, and also a response indicating whether the tendered solution complies with the requirement. A “yes” or “no” answer is required in the relevant columns. If you answer “no” in either of these columns, you must provide an explanation of your response in the Comments column. If tenderers do not understand a requirement, they are obliged to take steps to inform themselves (Part B Clause 2.1).

Tenderers may wish to propose a modification to the requirement, or an alternative to the requirement. A “yes” or “no” answer is required in the relevant columns. If you answer “yes” in either of these columns, you must provide an explanation of your response in the Comments column.

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.

While the Comments column allows entry of lengthy textual explanations, if the tenderer’s explanations are very comprehensive and include images please enter a reference here to a separate document submitted with the tender response.

Form 3 – Statement Of Compliance With Tender Information And Process

Req. No.	Item	Priority	Read & Understood (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Comments If making a reference to another part of your response, include the specific reference here.
PART A	REQUIREMENT FOR TENDER - Overview						
1.	Outcome	HD					
2.	Background	HD					
3.	Objectives	HD					
4.	Required Benefits	HD					
5.	Scope	HD					
6.	RFT Structure	HD					
7.	Best Price and Cost Structure	HD					
8.	Benchmarking	HD					
9.	Performance Framework	HD					
10.	Customer Contract Formation	HD					
11.	Status of Funding	HD					
12.	Further Service Enhancements	HD					
PART B	Conditions of Tender						
2.1	Tenderer to inform itself	HD					
2.2	Assumptions made by tenderer	HD					
3.1.1	Legal entity of tenderer	M					
3.1.2	Tenderer to provide evidence	HD					
3.2	Financial capability of tenderer	HD					
3.3	Submission of tenders	HD					

Form 3 – Statement Of Compliance With Tender Information And Process

Req. No.	Item	Priority	Read & Understood (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Comments If making a reference to another part of your response, include the specific reference here.
4.1	Provisional RFT program	HD					
4.2	Tender briefing	HD					
4.3	Contact officer	HD					
4.4	Conformity of tenders	HD					
4.5	Alternative tenders	HD					
4.6.1	Responses must be in writing	M					
4.6.2	All Parts to be completed	HD					
4.6.3	Not to change Forms files	HD					
4.6.4	Must clearly identify references to attachments	HD					
4.6.5	Notify contact officer in case of RFT errors	HD					
4.6.6	Pricing only in Form 2a	HD					
4.6.7	Comply with file formats	HD					
4.6.8	Electronic tender lodgement	M					
4.6.9	Acceptance of conditions	HD					
4.6.10	Upload tender response via web site	HD					
4.6.11	Format of uploaded files	HD					
4.6.12	Response must be authorised	HD					
4.6.13	Must not contain viruses	HD					
4.6.14	Process in case of difficulties with web site	HD					

Form 3 – Statement Of Compliance With Tender Information And Process

Req. No.	Item	Priority	Read & Understood (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Comments If making a reference to another part of your response, include the specific reference here.
4.6.15	Size of response files	HD					
4.7	Tender validity period	HD					
4.8	Late tenders	HD					
4.9	Extension of closing date & time	HD					
4.10	Corruption or unethical conduct	HD					
4.11	Code of practice for procurement	HD					
4.12	Addenda to RFT	HD					
4.13	Tenderer's costs	M					
4.14	Acknowledgement of receipt	HD					
4.15	Ownership of tenders	HD					
4.16	Discontinuance of tender process	HD					
4.17	Variations to tenders	HD					
4.18	Exchange of Information between government agencies	HD					
4.19	Evaluation process	HD					
5.1	Tenderer to respond clearly	HD					
5.2	Response forms to be completed	HD					
5.3	Best value for money	HD					
5.4	Assessment of alternative tenders	HD					
5.5	Tender evaluation process	HD					
5.6	Compliance with specifications	HD					
5.7	Risk assessment	HD					

Form 3 – Statement Of Compliance With Tender Information And Process

Req. No.	Item	Priority	Read & Understood (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Comments If making a reference to another part of your response, include the specific reference here.
5.8	Costs	HD					
5.9	Post tender negotiations	HD					
6.1	Agreement	HD					
6.2	Structure of agreement	HD					
7	Method of acceptance	M					
8	Disclosure of Information	HD					
9	Complaints procedure	HD					



FORM 4: STATEMENT OF COMPLIANCE WITH PROPOSED CONDITIONS OF CONTRACT

REQUEST FOR TENDER

MOT-ITIS2009/01

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Instructions for Completing Form 4

[The following Response Forms contain summaries of the](#) Agreement specified in Part D. Tenderers must state hereunder whether their tender conforms to these provision.

For the sake of convenience some headings and sub-headings from the Agreement may have been reproduced in this response form. In addition, descriptive titles may have been used to facilitate identification of the relevant requirement in Part D. Note that these inclusions are for the convenience of respondents only and are not to replace or amplify the Agreement provisions themselves. Tenderers must ensure that their response addresses the full requirement as stated in Part D of the RFT.

All requirements in Form 4 require a response indicating that the relevant provision applies to the proposed solution. The Ministry of Transport has indicated which provisions will apply for any proposed solution. In all other cases, the Tenderer is required to indicate if the provision applies to their proposed solution or not.

Wherever a provision is applicable to the proposed solution, the tenderer must indicate their compliance with the provision in the appropriate column. Acceptable Responses are “Yes” or “No”.

Where a provision applies and the tenderer has indicated that they do not comply with the requirement, a full explanation must be provided in the Comments column.

Tenderers may wish to propose a modification to the relevant provision or an alternative to the provision. A “yes” or “no” answer is required in the relevant columns. If you answer “yes” in either of these columns, you must provide an explanation of your response in the Comments column.

If a tenderer proposes a modification or alternative to a provision, then they will automatically be assessed as non-compliant with that provision.

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any provision may be interpreted as failure to comply with that provision

While the Comments column allows entry of lengthy textual explanations, if the tenderer's explanations are very comprehensive and include images please enter a reference here to a separate document submitted with the tender response.

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
PART 1 EXECUTION OF AGREEMENT						
PART 2 STANDARD TERMS AND CONDITIONS						
1.	Agreement Administration					
1.1	Authorised Representatives	Yes				
1.2	Notices	Yes				
2.	Agreement Operation					
2.1	Term	Yes				
2.2	Entire Agreement	Yes				
3.	Management Of Agreement					
3.1	Co-Operation	Yes				
3.2	Duty Not To Hinder Performance	Yes				
3.3	Contractor's Warranties	Yes				
3.4	Agreement Details	Yes				
3.5	Issue Resolution	Yes				
3.6	Amicable Resolution	Yes				
3.7	Referral To Expert Determination	Yes				
3.8	Notification Of Change In Control Or Transfer Of Ownership	Yes				
3.9	Notification Of Contractor's Insolvency	Yes				
3.10	Taxes, Duties and Government Charges	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
4.	Risk Management					
4.1	Minimum Insurance Requirements	Yes				
4.2	Financial Security	Yes				
4.3	Performance Guarantee	Yes				
4.4	Third Party Indemnity	Yes				
4.5	Liability Under The Agreement	Yes				
4.6	Limitation Of Liability	Yes				
5.	Information Management					
5.1	Confidentiality	Yes				
5.2	Intellectual Property	Yes				
6.	Security And Access					
6.1	Access To Principal's Site	Yes				
6.2	Privacy	Yes				
6.3	Secrecy And Security	Yes				
7.	Contractor's Obligations Under This Agreement					
7.1	Product And Service Warranties	Yes				
7.2	Rectification Of Defects	Yes				
7.3	Third Party Warranty	Yes				
7.4	Compliance With Laws, Standards and Codes	Yes				
7.5	Industrial Relations Issues	Yes				
7.6	Licences And Approvals	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
7.7	Keeping Of Records And Access To Records	Yes				
7.8	Credit/Debit Card Or Electronic Facility	Yes				
7.9	Contractor's Obligations In Relation To The Principal's Materials	Yes				
7.10	Reports	Yes				
7.11	Audit	Yes				
7.12	Employer Obligations	Yes				
7.13	Publicity	Yes				
7.14	Conflict of Interest	Yes				
7.15	No Exclusivity	Yes				
8.	Principal's Obligations					
8.1	Principal To Provide Information	Yes				
8.2	Principal's Materials	Yes				
8.3	Principal's Personnel	Yes				
8.4	Site Preparation	Yes				
9.	Personnel					
9.1	Restriction On Engaging Personnel Of Other Party	Yes				
9.2	Contractor's Personnel	Yes				
9.3	Removal Of Specified Personnel	Yes				
9.4	Sub-Contracting	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
10.	Performance Of This Contract					
10.1	Delivery Notification	Yes				
10.2	Delivery	Yes				
10.3	Rejection And Actual Acceptance Date	Yes				
10.4	Rejection Notification	Yes				
10.5	Acceptance Testing	Yes				
10.6	Documentation	Yes				
10.7	Extension Of Time	Yes				
10.8	Escrow Of Source Code	Yes				
10.9	Additional Services	Yes				
11.	Project Management					
11.1	Application Of Project Management Clauses	Yes				
11.2	Governance Framework and Management Committee	Yes				
11.3	Progress Reporting	Yes				
11.4	Contract Review Procedures	Yes				
11.5	Site Specification	Yes				
11.6	Implementation Planning Study (IPS)	Yes				
11.7	Project Implementation And Payment Plan (PIPP)	Yes				
11.8	Staged Implementation And The Right To Terminate	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
11.9	Service Level Agreement	Yes				
11.10	Time Of The Essence	Yes				
11.11	Retention Of Moneys	Yes				
11.12	Business Contingency Arrangements	Yes				
12.	Payment					
12.1	Payment Of Contract Price	Yes				
12.2	Invoices And Time For Payment	Yes				
12.3	Set-Off / Money Recoverable By The Principal	Yes				
12.4	Suspension Of Payments	Yes				
13.	Variations	Yes				
14.	Termination					
14.1	Termination For Convenience	Yes				
14.2	Termination Of This Agreement For Breach By Contractor	Yes				
14.3	Effect Of Termination Of Agreement	Yes				
14.4	Termination For Breach By The Principal	Yes				
15.	General					
15.1	Disclosure Of Conflicts Of Interest	Yes				
15.2	Events	Yes				
15.3	Assignment Or Novation	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
15.4	Waiver	Yes				
15.5	Severability	Yes				
15.6	Counterparts	Yes				
15.7	Applicable Law	Yes				
15.8	Rights Cumulative	Yes				
15.9	No Agency, Employee Or Partnership Relationship	Yes				
PART 3 DICTIONARY						
1.	Interpretation					
1.1	Definitions	Yes				
1.2	Rules For Interpreting This Agreement	Yes				
PART 4 SCHEDULES						
Schedule 1	Agreement Details	Yes				
Schedule 2	Agreement Documents	Yes				
Schedule 3	Product And Service List	Yes				
Schedule 4	Statutory Declaration By Sub-Contractor	Yes				
Schedule 5	Expert Determination Procedure	Yes				
Schedule 6	Confirmation Of Insurances	Yes				
Schedule 7	Financial Security	Yes				
Schedule 8	Performance Guarantee	Yes				
Schedule 9	Deed Of Confidentiality	Yes				
Schedule 10	Privacy	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
Schedule 11	Escrow Agreement	Yes				
Schedule 12	Variation Procedures	Yes				
Schedule 13	Risk Management	Yes				
PART 5 MODULES						
Module 01	Hardware Acquisition And Installation					
1.	Interpretation					
2.	Delivery And Installation Of The Hardware					
3.	Integration And Training					
4.	Warranty Period					
5.	Continued Availability Of Hardware					
Module 02	Hardware Maintenance Services					
1.	Interpretation					
2.	Period Of Services					
3.	Hardware Maintenance Services					
4.	Preventative Maintenance					
5.	Remedial Maintenance					
6.	Spares, Test Equipment And Diagnostic Routines					
7.	Engineering Changes					
8.	Modification Or Attachment Of Additional Equipment					
9.	Removal Or Substitution Of					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
	Hardware					
10.	Movement Of Hardware					
11.	Maintenance Records					
Module 03	Licensed Software					
1.	Interpretation					
2.	Scope Of Licence					
3.	Contractor's Rights In The Licensed Software					
4.	Licence Rights					
5.	Warranty Period					
6.	Protection And Security Of The Licensed Software					
7.	Updates And New Releases					
8.	Change Of Designated Equipment					
9.	Termination					
10.	Consequences Of Termination Of Licence					
11.	New Licence					
12.	Reverse Engineering					
Module 04	Development Services					
1.	Interpretation					
2.	Period Of Services					
3.	Development Services					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
4.	Implementation Planning Study					
5.	Project Implementation And Payment Plan (PIPP)					
6.	Scope And Inclusions					
7.	Design Specification					
8.	Methodology					
9.	Source Code					
10.	Use Prior To Acceptance					
11.	Warranty Period For The Software Solution					
12.	Updates And New Releases					
13.	Contractor's Warranties					
Module 05	Software Support Services					
1.	Interpretation					
2.	Period Of Services					
3.	Software Support Services					
4.	Principal's Obligations					
5.	Defects					
6.	Defect Logging					
7.	Service Levels					
8.	Transition					
Module 06	IT Personnel					
1.	Interpretation					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
2.	Engagement					
3.	IT Personnel Services					
4.	Salaries And Wages					
5.	Variation Of Services					
6.	Period Of Services					
7.	Price					
8.	Correctly Rendered Invoice					
9.	Interests Of The Principal					
10.	Principal's Obligations					
11.	Disclosure By Contractor					
12.	Confidentiality					
13.	Indemnity					
14.	Termination					
Module 07	Professional Services					
1.	Interpretation					
2.	Period Of Services					
3.	Professional Services					
4.	Project Implementation And Payment Plan (PIPP)					
Module 08	Data Management					
1.	Interpretation					
2.	Period Of Services					
3.	Data Management Services					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
4.	Project Implementation And Payment Plan (PIPP)					
5.	Data Cleansing					
6.	Principal's Data For Migration					
7.	Data Conversion And Migration					
8.	Contractor's Tools And Methodologies					
9.	Migrated Data Warranty					
10.	Data Warehousing					
Module 09 Telecommunications Services						
1.	Interpretation					
2.	Period Of Services					
3.	Telecommunication Services					
4.	Scalability					
5.	Telephone Numbers And Addresses					
6.	Standard Forms Of Agreement					
7.	Contract Price					
8.	Billing					
9.	Audits					
10.	Issue Resolution					
11.	Network Management And Service Levels					
12.	Reporting Requirements					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
13.	Benchmarking Of Services					
14.	Technology Improvement					
15.	Transition In Arrangements					
16.	Transition Out Arrangements					
17.	Cooperation With Third Party Suppliers					
18.	Cooperative Problem Resolution Procedures					
19.	Security					
20.	Intellectual Property And Ownership Of Data					
Module 09A	Telecommunications Services – Special Terms For GTA Category 1B Services (Broadband Local Access)					
1.	Introduction To Special Terms					
2.	RIO Agreement					
3.	Agreement Process					
4.	Managed Service Provider					
5.	Amendments To The Terms Of The Contract					
Module 09B	Telecommunications Services – Special Terms For GTA Category 2 Services (Broadband Internet Access)					
1.	Introduction To Special Terms					
2.	IAP Agreement					
3.	Agreement Process					
4.	Managed Service Provider					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
5.	Amendments To The Terms Of The Contract					
Module 10	Web Services					
1.	Interpretation					
2.	Period Of The Web Services					
3.	Web Services					
4.	Internet Services					
5.	Use Of Internet Services					
6.	Data					
7.	Scalability					
8.	Hosting Services					
9.	Domain Names					
10.	Intellectual Property Rights					
11.	Principal's Obligations					
12.	Contractor's Obligations					
13.	Contract Price					
14.	Billing					
15.	Issue Resolution					
16.	Service levels					
17.	Benchmarking					
18.	Technology Improvement					
19.	Transition					
20.	Transition Out					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
21.	After Termination Of The Web Services					
Module 11	Managed Services					
1.	Interpretation	Yes				
2.	Period Of Services	Yes				
3.	Managed Services	Yes				
4.	Transition In	Yes				
5.	Procedures Manual	Yes				
6.	Service Delivery	Yes				
7.	Transition Out Plan	Yes				
8.	Transition Out	Yes				
9.	Transformation	Yes				
10.	Contractor's Due Diligence	Yes				
11.	Principal's Suppliers	Yes				
12.	Management of the Principal's Suppliers	Yes				
13.	Principal's Equipment	Yes				
14.	Third Party Software	Yes				
15.	Technology Plan	Yes				
16.	Annual Reviews	Yes				
17.	Satisfaction Surveys	Yes				
18.	Innovation Road Map	Yes				
19.	Benchmarking	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
20.	Gainsharing	Yes				
21.	Continuous Improvement	Yes				
Module 11A	Special Terms Relating To Management of GTA Category 1B Services And Core Network Services					
1.	Defined Terms					
2.	Agreement Process					
3.	Amendments To The Terms Of The Agreement					
Module 12	Systems Integration Services					
1.	Interpretation					
2.	Period Of Services					
3.	Components Of The System					
4.	Systems Integration Services					
5.	Implementation Planning Study					
6.	Project Implementation And Payment Plan (PIPP)					
7.	Maintenance Of Principal's Materials					
8.	System Acceptance					
9.	System Warranty					
10.	Transition Out Plan					
11.	Transition Out					
PART 6 SERVICE LEVEL AGREEMENT (SLA)						
1.	General	Yes				

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

Req. No.	Item	Applicable For Proposed Solution? (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
2.	Services	Yes				
3.	Assumptions	Yes				
4.	Responsibilities	Yes				
5.	Performance Measurement	Yes				
6.	Payment Issues	Yes				
7.	Contractual Remedies	Yes				
8.	Incentives And Innovation	Yes				
9.	Definitions And Interpretation	Yes				



FORM 5: STATEMENT OF COMPLIANCE WITH SPECIFICATION OF REQUIREMENTS

REQUEST FOR TENDER

MOT-ITIS2009/01

Instructions for Completing Form 5

[The following Response Forms contain summaries of the user requirements from](#) Part F. Tenderers must state hereunder whether the goods/services offered conform to the Specification.

For the sake of convenience some headings and sub-headings from the RFT Part F have been reproduced in this response form. In addition, descriptive titles have been used to facilitate identification of the relevant requirement in Part F. Note that these inclusions are for the convenience of respondents only and are not to replace or amplify the requirements themselves. Tenderers must ensure that their response addresses the full requirement as stated in Part F of the RFT.

Requirements for Service Continuity and Service Enhancement

Part F of the RFT identifies requirements for “**Continuity of Services**” and “**Enhancements of Services**” separately. Unless otherwise indicated, all requirements for Continuity of Services continue to apply once services have been enhanced.

Tenderers may wish to offer different solutions to support an initial Continuity of Service to those solutions supporting service enhancements, for instance by using existing components to support the transition to the new contract (service continuity) and replacing those components (eg different software, hardware, suppliers, etc) to support service enhancement.

To allow appropriate assessment of the tenderers proposed solutions for continuity of service and enhancement of services, two different version of Response Form 5 have been created as separate Microsoft Excel spreadsheets.

One spreadsheet is called “Response Form 5 for Service Continuity” (the spreadsheet name is “Part C – Tender Response Form 5 (Service Continuity).xls”). Use this form to provide responses with respect to your proposed solution to support the continuity of existing services. Note that this form includes both the requirements for service continuity and also for service enhancement. The service enhancement requirements are included in this form to facilitate copy and paste between the two versions of Response Form 5 (if appropriate). You do not need to respond to the service enhancement requirements labelled in yellow in this response form. Any response to a service enhancement requirement in this version of response form 5 will be ignored for the purposes of assessing your proposal for service continuity.

The other response form is called “Response Form 5 for Service Enhancement” (the spreadsheet name is “Part C – Tender Response Form 5 (Service Enhancement).xls”). Use this form to provide responses with respect to your proposed solution to support the enhancement of services. Note that this form includes both the requirements for service continuity and also for service enhancement. You must respond to both the service continuity requirements and the service enhancement requirements in this response form.

Form 5 – Statement Of Compliance With Specification Requirements

If components of your solution for service continuity are the same as your solution for service enhancement, you may copy and paste the relevant responses between the respective spreadsheets.

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.

Consideration may be given where the solution offered by a tenderer materially exceeds the required specification. Tenderers are encouraged to indicate in the Comments column if they believe that their solution materially exceeds the specified requirement.

The structure of these spreadsheets must not be changed as it will serve as a data entry form to facilitate assessment and automatic evaluation of responses.

The Form 5 spreadsheets offer drop-down selections for entering compliance responses. The following interpretation applies for the different valid values for compliance:

COMPLIES means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood and the proposed solution fully complies;
- (b) in the case of a clause which specifies a characteristic or performance standard to be met by the goods or services to be provided, that the tendered solution provides the specified characteristic or standard.

Where appropriate, tenderers should describe how the requirement is to be met by their solution. Failure to provide sufficient information to support an assertion of compliance may impact negatively on the risk assessment of the tenderer's proposed solution.

PARTIALLY COMPLIES means, in the case of a clause which specifies a characteristic or performance standard, that the requirement cannot be met in full. Where this is the case the tenderer must explain fully the extent to which they offer compliance and the extent to which they fail to comply with the specified requirement.

DOES NOT COMPLY means that the characteristic or performance standard of the clause is not met by the offer. Full details of non-compliance must be stated.

ALTERNATIVE means that the tenderer's solution meets the business intent of the requirement in a different way to that expressed in the requirement. Full details must be provided or the response will be assessed as non-compliant. Ministry of Transport reserves the right to reject any proposed alternative and assess the tenderer as non-compliant with the requirements.

EXCEEDS REQUIREMENTS SIGNIFICANTLY indicates that the tenderer believes that the solution offered significantly exceed the specified requirements. This may have a bearing on the evaluation process, and full details must be stated.

Form 5 – Statement Of Compliance With Specification Requirements

A tenderer may propose to comply (or partially comply) with a requirement in a number of different ways. The requirement may be met because the standard solution offered by the tenderer to other customers meets the requirement, or it may be met because the solution can be configured to meet the requirement. Alternatively, the vendor may propose to undertake product or service development work in order to achieve compliance with the requirement. The following terms are used to describe any Development needs. The Form 5 spreadsheet offers drop-down selections for entering development levels:

STANDARD	means that the requirement is met by a standard feature of the product or service and no special development or configuration is needed.
CONFIGURED	means that the requirement is met through configuration of a standard product or service. The tenderer should describe the skills and tools needed to perform this configuration.
D<10	means that a small development or customisation of a standard product or service is required, likely not to exceed 10 person days of total development effort.
D<50	means that a development is required not exceeding 50 person days of total development effort.
D>=50	means that meeting the specified requirement involves a significant amount of work likely to exceed 50 person days.

Tenderers must ensure that any configuration or development work has been costed into the pricing of their proposal.

The structure of the Response Form 5 spreadsheet is shown below. **No Columns or rows must be deleted or inserted in this spreadsheet.** If longer text is entered in the Comments column, the row height will automatically adjust.

While the Comments column allows entry of lengthy textual explanations, if the tenderer's explanations are very comprehensive or includes images please enter a reference here to a separate document submitted with the tender response.

Form 5 – Statement Of Compliance With Specification Requirements

Ref. No. (Part F)	Description	Priority	Compliance	Development	Comments or Tenderer's reference to descriptions of developments, modifications or alternatives)
Section 1, Common Standards					
	EXAMPLE ONLY – Use the relevant spreadsheet for your response				
	EXAMPLE ONLY – Use the relevant spreadsheet for your response				
	EXAMPLE ONLY – Use the relevant spreadsheet for your response				
	EXAMPLE ONLY – Use the relevant spreadsheet for your response				
	EXAMPLE ONLY – Use the relevant spreadsheet for your response				

The Ref.No. (table column 1) refers to the relevant clause in the Requirements Specification, Part F of this tender.

FORM 6: ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

1. Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code; and that you agree to report to the Board any breaches of the Code for the duration of the agreement.
2. I affirm that this is my Tender to supply the Deliverables sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT, except as expressly amended in my Tender, and that the information given in my Tender is correct.
3. If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Commerce tenders website is sufficient to verify and affirm that this is your Tender to supply the Deliverables at the prices tendered on the conditions contained in Part D, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance, by stating “Yes”, is a necessary prerequisite to consideration of your Tender.

Yes / No

4. If submitting an electronic Tender, do you confirm that this Tender is submitted by the person named in Part C, Form 1 as authorised to submit this Tender on your behalf?

Yes / No

|

Print Name and Title

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Integrated Transport Information Services Agreement

VERSION 2.1.2

**EXECUTION OF AGREEMENT [PART ONE]
STANDARD TERMS AND CONDITIONS [PART TWO]
DICTIONARY [PART THREE]
SCHEDULES [PART FOUR]
MODULES [PART FIVE]
SERVICE LEVEL AGREEMENT [PART SIX]**



MINISTRY OF TRANSPORT

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PART 1 - EXECUTION OF AGREEMENT

Deed of Agreement dated the day of 20

Between the NSW Ministry of Transport

of *[insert address]*

in the State of ('the Principal')

and *[insert name and ACN / ABN of Contractor]*

of *[insert business address]*

in the State of ('the Contractor')

Recitals:

- A** This Agreement sets out the mutually agreed terms and conditions under which the Contractor has entered into a contract with the Principal for the supply of information and communications technology Products and Services.
- B** The Principal and the Contractor agree that the terms and conditions of this Agreement govern the provision of Products and Services to the Principal over the Term of this Agreement.

The Parties Agree:

The terms and conditions of this Agreement are those appearing in:

- (a) the Agreement Details;
- (b) the Standard Terms and Conditions;
- (c) the Dictionary;
- (d) the Modules to this Agreement referenced in Item 5 of the Agreement Details, and
- (e) the Schedules referenced in Item 6 of the Agreement Details, and

any inconsistency between the above documents shall be determined in the order of priority from (a) to (e), to the extent of any inconsistency.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of *[insert name of Principal]*

By *[insert name of Principal's Representative]* but not so as to incur personal liability

In the presence of: *[insert name of witness]*

Signature of Principal's Representative

Signature of Witness

Signed by *[insert Contractor's name and ACN/ABN]*

in accordance with s127 of the Corporations Act 2001 by:

Signature Director

Signature of Director/Secretary

Print name

Print name

END OF PART ONE

PART 2 - STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

1. Agreement Administration

1.1 AUTHORISED REPRESENTATIVES

- 1.1.1 Each Party must nominate in the Agreement Details, their duly authorised representatives.
- 1.1.2 Each Party warrants that their respective nominated representatives have the power and authority to provide such consents as are required and to issue instructions for the fulfilment of the terms of this Agreement.
- 1.1.3 Where the Principal is required to give consent under the terms of this Agreement, it may do so upon such reasonable conditions as it sees fit to impose.

1.2 NOTICES

Form

- 1.2.1 Any notice to or by a Party under this Agreement shall be by Notice in Writing sent by an authorised representative of the Party.

Service method

- 1.2.2 Any Notice in Writing must be sent to the receiving Party's Service Address.

Receipt

- 1.2.3 Any Notice in Writing shall be deemed to be received for the purposes of this Agreement at 9.00 am on the next business day following receipt of the notice at the receiving Party's Service Address.

2. Agreement Operation

2.1 TERM

This Agreement commences on the date specified in the Agreement Details and will continue for the period specified in the Agreement Details. The Contractor agrees that the Principal may by Notice in Writing extend this Agreement on the same terms for the period specified in the Agreement Details.

2.2 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the Principal. Any prior arrangements, agreements, or undertakings by the Contractor and the Principal are superseded and shall have no effect.

3. Management of Agreement

3.1 CO-OPERATION

The Principal and Contractor must do all they reasonably can to co-operate in all matters relating to this Agreement, but their rights and responsibilities under this Agreement remain unchanged unless the Parties agree in writing to vary them.

3.2 DUTY NOT TO HINDER PERFORMANCE

Each Party must do all it reasonably can to avoid hindering the performance of the other under this Agreement.

3.3 CONTRACTOR'S WARRANTIES

The Contractor warrants that:

- (a) it has the right and authority to enter into this Agreement;
- (b) to the best of its knowledge, no Conflict of Interest of the Contractor, its Personnel or of any Personnel of the Principal exists or is likely to arise in the performance of obligations under this Agreement;
- (c) the information provided by the Contractor as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its Personnel is correct and complete;
- (d) it has obtained all licences, approvals and consents necessary to grant any rights or perform any obligations under this Agreement;
- (e) the Deliverables do not infringe the Intellectual Property or Moral Rights of a third party;
- (f) the Deliverables conform to the Contract Specifications and any standards specified in the Agreement Details; and
- (g) if a Virus is introduced into the Principal's Systems as a result of the supply by the Contractor of a Deliverable or any wrongful act (including negligent) or omission by the Contractor or its Personnel, then the Contractor, must at its own cost and expense (at the election of the Principal), immediately remove or allow the Principal to remove the Virus and reinstate the affected Deliverable.

3.4 AGREEMENT DETAILS

This Agreement shall not be valid and legally effective unless the Parties mutually agree and complete all applicable Agreement Details.

3.5 ISSUE RESOLUTION

3.5.1 The Parties agree to resolve any conflicts or issues between them in relation to this Agreement in accordance with the provisions of clauses 3.5 to 3.7 inclusive and Schedule 5.

3.5.2 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 must be followed in this priority until the issue is resolved:

- (a) Amicable resolution (clause 3.6);
- (b) Expert determination (clause 3.7 and Schedule 5).

3.6 AMICABLE RESOLUTION

- 3.6.1 A Party may submit Notice in Writing to the other Party of an issue, including a dispute or difference ("the Issue Notice"), about the meaning or effect of this Agreement or any matter arising under or out of this Agreement.
- 3.6.2 The Issue Notice must be submitted within a reasonable time of the Party becoming aware of the issue to the other Party's authorised representative.
- 3.6.3 The Parties must follow the issue resolution process in this clause 3.6 and Schedule 5, before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.
- 3.6.4 If a Party submits an Issue Notice under this clause, each Party will nominate in writing a senior executive within 7 days. The nominated senior executives must promptly confer at a time and place that is mutually convenient to resolve the issue.

3.7 REFERRAL TO EXPERT DETERMINATION

- 3.7.1 A Party is not entitled to refer an issue for expert determination in accordance with Schedule 5, until 21 days after submitting the Issue Notice.
- 3.7.2 A Party may only refer an issue to expert determination by submitting Notice in Writing to the other Party's authorised representative specifying the issue to be decided ("the Referral Notice").
- 3.7.3 If a Referral Notice has not been submitted within 28 days of becoming entitled under clause 3.7.1 then the issue is barred from expert determination or any other action or proceedings (including court proceedings).

3.8 NOTIFICATION OF CHANGE IN CONTROL OR TRANSFER OF OWNERSHIP

During the Term, the Contractor must immediately notify the Principal in writing of any proposed or other Change in Control or any proposed or other action to reconstruct or amalgamate itself.

3.9 NOTIFICATION OF CONTRACTOR'S INSOLVENCY

The Contractor must immediately notify the Principal in writing of the Contractor's Insolvency and disclose the details of any action taken in relation to the Contractor's Insolvency in so far as it affects this Agreement.

3.10 TAXES, DUTIES AND GOVERNMENT CHARGES

- 3.10.1 The Contractor is liable for all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of any Contract arising out of this Agreement, except taxes to which clauses 3.10.2 to 3.10.5 inclusive, apply.
- 3.10.2 No amount is payable under this Agreement until a Correctly Rendered Invoice is received.
- 3.10.3 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.
- 3.10.4 Any contract entered into by a Party to this Agreement or a contract 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 this clause 3.10.

3.10.5 The Parties agree that all amounts payable or Consideration given by a Party to the other under this Agreement are inclusive of GST.

4. Risk Management

4.1 MINIMUM INSURANCE REQUIREMENTS

4.1.1 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:

- (a) a broad form liability policy of insurance that includes:
 - (i) public liability insurance of the value of at least the amount specified in the Agreement Details in respect of each claim;
 - (ii) products liability insurance of the value of at least the amount specified in the Agreement Details for the total aggregate liability for all claims arising out of the Contractor's products for the period of cover;
 - (b) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees;
 - (c) professional indemnity insurance to the value of at least the amount specified in the Agreement Details. The professional indemnity insurance must:
 - (i) cover the Contractor's liability to the Principal in respect of the Services and any Products supplied ancillary to the Services;
 - (ii) be maintained by the Contractor for the period specified in the Agreement Details;
 - (iii) include at least one automatic reinstatement provision; and
 - (iv) include a description of the risk covered by the policy; and
 - (d) such other insurances as are specified in the Agreement Details.
- 4.1.2 All policies of insurance must be effected with an insurer approved by the Principal (which approval will not be unreasonably withheld).
- 4.1.3 The Contractor must, and must ensure that subcontractors, as soon as practicable, inform the Principal in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by this Agreement and must ensure that the Principal is kept fully informed of subsequent action and developments concerning the claim.
- 4.1.4 During the Term, the Contractor must when requested in writing by the Principal:
- (a) supply proof that all insurance policies required by this Agreement are current; and
 - (b) if required, arrange for its insurer to complete and sign a "Confirmation of Insurances Obtained Form" substantially in the form of Schedule 6, and provide this to the Principal within 30 days of the request. Equivalent evidence as to the currency of insurance policies required by this Agreement will be acceptable to the Principal.

- 4.1.5 If the Contractor fails to comply with clauses 4.1.1 and 4.1.2, the Principal:
- (a) may effect and maintain the insurances required under clause 4.1.1 and pay the necessary premiums; and
 - (b) may recover from the Contractor or set off in accordance with clause 12.3 against other money due by the Principal to the Contractor, the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance.
- 4.1.6 Where the Contractor is insured under a foreign parent company's or holding company's insurance policy, that insurance policy must clearly indicate that it applies to and extends coverage to the Contractor in accordance with clause 4.1.1.
- 4.1.7 The Contractor's compliance with this clause 4.1 does not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

4.2 FINANCIAL SECURITY

- 4.2.1 The Principal may from time to time on reasonable grounds notify the Contractor in writing that it must provide a Financial Security substantially in the form of the agreement set out in Schedule 7.
- 4.2.2 The Financial Security will be held as security for the due and proper performance and completion of all the obligations of the Contractor under this Agreement.
- 4.2.3 The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution ("Issuer") acceptable to the Principal.
- 4.2.4 If the Contractor fails to properly perform and complete its obligations under this Agreement and the Principal suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Principal may deduct any or all such loss or damage (as ascertained and certified by the Principal) from the Financial Security.
- 4.2.5 If the Financial Security is not sufficient to meet payment of all the loss or damage suffered by the Principal, the balance remaining will be a debt due and owing from the Contractor to the Principal and may be recovered by the Principal in accordance with clause 12.3.
- 4.2.6 The Contractor agrees that the Principal will have no liability of any nature (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Contractor where the Principal exercises its rights under this clause in good faith.
- 4.2.7 The Contractor waives any rights it may have to obtain an injunction or otherwise prevent the Principal from making a claim or receiving a payment under the Financial Security. This clause 4.2.7 does not prevent the Contractor from taking action to recover from the Principal any amount invalidly received by the Principal under any such Financial Security.
- 4.2.8 The Financial Security must be released to the Contractor (or to whom the Contractor directs) if:
- (a) the Contractor has fully performed and discharged all of its obligations under this Agreement; and
 - (b) in the reasonable opinion of the Principal as applicable, there is no prospect that money or damages will become owing (whether actually or contingently) by the Contractor to the Principal.

4.3 PERFORMANCE GUARANTEE

If requested by the Principal on reasonable grounds, the Contractor must arrange for a guarantor approved in writing by the Principal to enter into an agreement with the Principal substantially in the form of the agreement set out in Schedule 8.

4.4 THIRD PARTY INDEMNITY

4.4.1 The Contractor must indemnify the Principal (including its Personnel) against a loss or liability that has been incurred by the Principal as the result of a claim made by a third party:

- (a) where that loss or liability was caused or contributed to by any wrongful (including negligent) act or omission by the Contractor or its Personnel;
- (b) where and to the extent that loss or liability relates to personal injury, death or property damage;
- (c) where that loss or liability was caused or contributed to by a breach of this Agreement by the Contractor or its Personnel; or
- (d) where that loss or liability arises from a claim made or threatened against the Principal in which it is alleged that a Deliverable (including the Principal's use of a Deliverable) infringes the Intellectual Property, including the Moral Rights of a third party or individual who has performed work under this Agreement on behalf of the Contractor.

4.4.2 For the purposes of clause 4.4.1(d) an infringement of Intellectual Property rights includes unauthorised acts which would, but for the operation of the Patents Act (Cth) 1990 s.163, the Designs Act (Cth) 1906 s.40A, the Copyright Act (Cth) 1968 s.183 and the Circuits Layout Act (Cth) 1989 s.25, constitute an infringement.

4.4.3 The Principal may in its discretion permit the Contractor, at the Contractor's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any litigation that may follow a claim under clause 4.4.1, subject to the Contractor agreeing to comply at all times with the Principal's reasonable directions and government policy relevant to the conduct of the litigation.

4.4.4 Without prejudice to the Principal's rights under clause 4.4.1 if a claim of infringement of Intellectual Property rights is made or threatened by a third party, the Contractor must with the consent of the Principal, at the Contractor's expense, either:

- (a) obtain for the Principal the right to the continued use of the Deliverable; or
- (b) replace or modify the Deliverable so that the alleged infringement ceases and the replaced or modified Deliverable provides the Principal with equivalent functionality and performance as required in the Contract Specifications.

4.4.5 This clause 4.4 will survive the termination or expiry of this Agreement.

4.5 LIABILITY UNDER THE AGREEMENT

4.5.1 The liability of a Party to the other Party for breach of this Agreement, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Agreement, shall be determined under the relevant law in Australia that is recognised, and would be applied, by the High Court of Australia.

4.5.2 The liability of a Party for loss or damage sustained by the other Party will be reduced proportionately but only to the extent that any wrongful (including negligent) act or omission of the other Party or its Personnel caused or contributed to the loss.

4.6 LIMITATION OF LIABILITY

- 4.6.1 Liability under this Agreement may not be capped unless a risk management plan consistent with AS/NZ 4360:2004 is completed. The risk management plan must be provided substantially in the form of Schedule 13 and must include at least:
- (a) a description of the procurement context;
 - (b) an identification and schedule of potential risks and their impacts;
 - (c) an assessment of risk likelihood and consequences;
 - (d) a risk management plan; and
 - (e) a risk treatment plan.
- 4.6.2 The Parties will each bear their own costs in completing the risk assessment.
- 4.6.3 The liability of a Party under this Agreement, in respect of each occurrence giving rise to an action described in clause 4.5 shall, except in relation to liability for:
- (a) personal injury (including sickness and death);
 - (b) loss of, or damage to, tangible property;
 - (c) liability for which an indemnity provided for under this Agreement; or
 - (d) breach of a Statutory Requirement;
- be limited to an amount specified in the Agreement Details.
- 4.6.4 In clause 4.6.3 “occurrence” means either a single occurrence, or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.

5. Information Management

5.1 CONFIDENTIALITY

- 5.1.1 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 except in accordance with this Agreement, unless the other Party gives its prior written consent.
- 5.1.2 Each Party may disclose the Confidential Information to its Personnel where the disclosure is essential to carrying out their duties for the purposes of this Agreement.
- 5.1.3 Each Party must ensure that any Confidential Information is used solely in connection with, or for the purposes of fulfilling its obligations under this Agreement.
- 5.1.4 The Principal may at any time require the Contractor to arrange for its Personnel engaged in the performance of this Agreement to execute without delay a Deed of Confidentiality substantially in the form of Schedule 9.
- 5.1.5 This clause 5.1 shall survive the termination or expiry of this Agreement for a period of six years.

5.2 INTELLECTUAL PROPERTY

Principal's Intellectual Property

- 5.2.1 Subject to clause 5.2.3, all Intellectual Property rights in the Deliverables shall immediately vest upon their creation in the Principal without further need for assurance.
- 5.2.2 To the extent that the Contractor needs to access or use the Principal's Materials for the provision of the Deliverables, the Principal grants the Contractor a non-exclusive, non-transferable licence for the Term to use such materials.

Intellectual Property to vest in both Principal and Contractor

- 5.2.3 To the extent specified in the Agreement Details, Intellectual Property rights in the Deliverables shall vest in the Contractor. In that event, the Contractor grants a perpetual, non-exclusive and non-transferable licence to the Principal to use, reproduce and adapt such Deliverables to support the Principal's business and administrative processes.

Pre-existing Intellectual Property Rights

- 5.2.4 Nothing in this clause 5.2 will affect the ownership of any pre-existing Intellectual Property rights in any tools, object libraries, methodologies and materials ("Materials") used to produce or that are incorporated with the Deliverables. Where such Materials are owned by the Contractor or a third party, the Contractor grants and will ensure that relevant third parties grant to the Principal, at no additional cost a perpetual, non-exclusive, non-transferable licence:
- (a) to use, reproduce and adapt such Materials for its own use in connection with, or for the operation, support and/or use of the Deliverable; and
 - (b) where and only to the extent specified in the Agreement Details, to perform any other act with respect to copyright or to manufacture, sell, hire or otherwise exploit the items or to license any third party to do any of those things in respect of the Materials.

Survival of clause 5.2

- 5.2.5 This clause 5.2 will survive the termination or expiry of this Agreement.

6. Security and Access

6.1 ACCESS TO PRINCIPAL'S SITE

- 6.1.1 Where the Principal provides the Contractor with access to the Principal's Site, the Contractor shall:
- (a) ensure that all Personnel comply with the reasonable requirements and directions of the Principal with regard to conduct, behaviour, safety and security; and
 - (b) be liable for any damage caused by the Contractor or its Personnel on the Principal's Site.
- 6.1.2 Access to the Principal's Site may be temporarily denied or suspended by the Principal, at its sole discretion.
- 6.1.3 Except where denial of access is due to an investigation into the conduct or due to the wrongful conduct, of the Contractor or its Personnel, the Principal must give a reasonable extension of time to complete any obligations affected by the denial of access.

- 6.1.4 The Principal must reimburse the Contractor its reasonable, unavoidable and substantiated costs caused by the denial of access (except where the denial is related to an investigation into the conduct or due to the wrongful conduct of the Contractor or its Personnel). Reimbursement of those costs shall be in total satisfaction of the liability of the Principal to the Contractor in respect of the denial of access.

6.2 PRIVACY

- 6.2.1 The Contractor must comply with the obligations set out in Schedule 10 and any Statutory Requirements relating to privacy.
- 6.2.2 The Contractor must immediately notify the Principal when the Contractor becomes aware of or receives a complaint relating to a breach of this clause 6.2 by the Contractor or its Personnel.
- 6.2.3 The Contractor will indemnify the Principal in respect of any loss, liability or expense incurred arising out of or in connection with a breach of any obligations under or pursuant to this clause 6.2.
- 6.2.4 The Principal must give the Contractor fourteen days Notice in Writing of an intention to assume a liability, loss or expense in accordance with clause 6.2.3 including in that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.
- 6.2.5 This clause 6.2 will survive the termination or expiry of this Agreement for a period of six years.

6.3 SECRECY AND SECURITY

The Contractor shall comply and shall ensure that its Personnel comply, with the secrecy and security requirements of the Principal as set out in the Agreement Details, or as notified by the Principal to the Contractor from time to time.

7. Contractor's Obligations under this Agreement

7.1 PRODUCT AND SERVICE WARRANTIES

Product warranty

- 7.1.1 In relation to a Deliverable that comprises Products, the Contractor warrants that each Product:
- (a) will be supplied in accordance with the requirements of this Agreement;
 - (b) will be free from any charge or liability;
 - (c) shall be new, unless otherwise specified in the Agreement Details and shall conform to the Contract Specifications;
 - (d) shall conform to the description and model number provided by the Contractor; and
 - (e) shall be free from defects in workmanship.

Service warranty

- 7.1.2 In relation to a Deliverable that comprises Services, the Contractor warrants that:
- (a) the Contractor will provide the Services in accordance with the requirements of this Agreement and with due care and skill;

- (b) if specified in the Agreement Details that they are required, the Contractor has established quality assurance arrangements for the provision of the Services and will comply with and maintain those quality assurance arrangements during the Term; and
- (c) the Contractor will not enter into any arrangement that impedes or is likely to hinder its provision of the Services in a manner, and to a standard, that is not satisfactory to the Principal without obtaining the Principal's prior written consent.

7.2 RECTIFICATION OF DEFECTS

- 7.2.1 If a Defect occurs during the Warranty Period, the Contractor will promptly undertake any remedial work or supply a replacement in respect of the affected Deliverable at no charge including where applicable, supplying an Update or New Release.
- 7.2.2 The Contractor warrants to the same extent as the Deliverable, any remedial work or Deliverable replacement provided in accordance with clause 7.2.1 from completion of that rectification work or the replacement.
- 7.2.3 Where the Contractor does not comply with clause 7.2.1 within a reasonable time of becoming aware of a Defect, the Principal may perform or have performed the necessary rectification work and the costs incurred shall be recoverable in accordance with clause 12.3.
- 7.2.4 Subject to clause 7.2.5, any work performed by or on behalf of the Principal pursuant to clause 7.2.1 shall not have the effect of invalidating any warranty provided by the Contractor under this Agreement.
- 7.2.5 The Contractor shall not be liable at any time under this clause 7.2 for any Defect in any Deliverable resulting from any failure of the Principal to use the Deliverable in compliance with any Documentation supplied to the Principal.

7.3 THIRD PARTY WARRANTY

- 7.3.1 Where the Contractor supplies Deliverables that have been procured from third parties, the Contractor shall as soon as reasonably practical provide to the Principal written notification of any details of any warranties given by the third parties.
- 7.3.2 The Contractor must if requested by the Principal, procure the assignment of those third party warranties to the Principal within a reasonable period of the request. Any third party warranties so assigned do not relieve the Contractor from its obligation to comply with the Contractor's warranties under this Agreement.

7.4 COMPLIANCE WITH LAWS, STANDARDS AND CODES

The Parties must, in carrying out this Agreement, comply with:

- (a) all Statutory Requirements;
- (b) the codes, policies, and guidelines specified in the Agreement Details; and
- (c) those standards specified in the Agreement Details.

7.5 INDUSTRIAL RELATIONS ISSUES

The Contractor must immediately notify the Principal of any industrial relations issues that adversely affect or are likely to adversely affect the Contractor's or its Personnel's performance under this Agreement.

7.6 LICENCES AND APPROVALS

All licences, approvals and consents obtained by the Contractor in relation to this Agreement are to be obtained at the Contractor's cost.

7.7 KEEPING OF RECORDS AND ACCESS TO RECORDS

The Contractor must keep accurate and detailed financial records and other information relevant to the performance of this Agreement. The Contractor must give the Principal reasonable access to and copies of such records and information within a reasonable time of a written request from the Principal.

7.8 CREDIT/DEBIT CARD OR ELECTRONIC FACILITY

The Principal may pay any amount due under this Agreement by credit/debit card or electronic facility as specified in the Agreement Details.

7.9 CONTRACTOR'S OBLIGATIONS IN RELATION TO THE PRINCIPAL'S MATERIALS

7.9.1 The Contractor must:

- (a) not use any of the Principal's Materials other than for the purposes of this Agreement without the prior written consent of the Principal;
- (b) not part with possession of any of the Principal's Materials unless the Principal has provided its prior written consent, nor create or allow the creation of any lien, charge or mortgage over any of the Principal's Materials;
- (c) take all reasonable care of all of the Principal's Materials including accounting for, preserving, installing or handling of the Principal's Materials;
- (d) pay the costs, if any, set out in the Agreement Details, for the Principal's Materials;
- (e) not modify any of the Principal's Materials without the prior written consent of the Principal;
- (f) promptly inform the Principal of any loss, destruction or damage to any of the Principal's Materials; and
- (g) comply with any instruction of the Principal for preserving, forwarding or disposal of any damaged Principal's Materials.

7.9.2 The Contractor shall indemnify the Principal for any loss or destruction of, or damage to any of the Principal's Materials caused by a breach of this Agreement or by any unlawful or negligent act or omission of the Contractor.

7.9.3 If no longer required for the purposes of this Agreement, the Principal's Materials must be returned to the Principal as soon as practicable unless other arrangements are agreed by the Parties.

7.10 REPORTS

The Contractor must provide to the Principal the reports specified in the Agreement Details in the time frame and format either as specified in the Agreement Details or as required by the Principal.

7.11 AUDIT

7.11.1 At any time during the Term, the Principal may conduct audits of the performance by the Contractor of its obligations under this Agreement.

7.11.2 Audits pursuant to this Agreement may be conducted of:

- (a) the Contractor's operational practices and procedures as they relate to this Agreement, including but not limited to security procedures;
- (b) the efficiency of the Contractor's operations in relation to the provision of the Services under this Agreement;
- (c) the accuracy of the Contractor's invoices and reports in relation to the provision of the Services under this Agreement;
- (d) the Contractor's compliance with Service Levels;
- (e) the Contractor's compliance with its confidentiality, privacy, intellectual property and security obligations set out in this Agreement including but not limited to the inclusion as part of any security performance monitoring actively or security review of the Contractor or any of its personnel; and
- (f) any other matters reasonably determined by the Principal to be relevant to the performance of the Services or of the Contractor's compliance with this Agreement.

7.11.3 The Principal may conduct the audits referred to in this clause 7.11 and may appoint an independent person to assist with the audits. The Principal must ensure that non-Principal personnel comply with the Principal's confidentiality obligations under this Agreement.

7.11.4 The Contractor must participate co-operatively in audits at the frequency and in relation to the matters specified by the Principal, including on an ad hoc basis if requested by the Principal, for the purpose of ensuring that this Agreement is being properly performed and administered.

7.11.5 Except for those circumstances in which notice is not practicable (eg, caused by a regulatory request with shorter notice or investigation of theft or breach of contract) the Principal must give the Contractor not less than 14 days notice of an audit and a list of the documents that the auditor will require.

7.11.6 Each party must bear its own cost of any audits, unless the audit reveals non-compliance by the Contractor with this Agreement, in which case the Contractor must (without prejudice to any other rights of the Principal arising by reason of that non-compliance) meet the Principal's reasonable costs of the audit.

7.11.7 The requirement for and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Agreement or the Principal's rights in respect of any breach of this Agreement.

7.11.8 The Principal must use reasonable endeavours to ensure that audits do not unreasonably delay or disrupt in any material respect the Contractor's performance of the Services.

7.11.9 The Contractor must promptly take, at no additional cost to the Principal, corrective action to rectify (retrospectively and in the future) any error identified in any audit report in the way the Contractor has complied with its obligations under this Agreement.

7.11.10 For the purposes of this clause, the Contractor must grant and must ensure that its subcontractors grant to the Principal and its nominees access as required by the Principal to:

- (a) the Contractor's and subcontractor's premises and Personnel; and
- (b) data, records, accounts and other financial material relevant to the Services, however and wherever stored, under the Contractor's or its subcontractors custody, possession or control for inspection and copying.

7.12 EMPLOYER OBLIGATIONS

- 7.12.1 Any officer, subcontractor, employee, or agent of the Contractor performing Services on behalf of the Contractor under this Agreement is and remains at all times an employee, independent contractor or agent of the Contractor.
- 7.12.2 The Contractor must meet all wages, salaries and other payments to its employees and must comply with all Laws and other obligations in relation to its employees including without limitation, superannuation, workers compensation, group tax, payroll tax, equal employment opportunity, privacy, confidentiality, occupational health and safety, annual leave, long service leave, or any award, order, determination or agreement of a competent industrial tribunal in respect of the persons referred to in clause 7.12.1. If requested by the Principal, the Contractor must provide proof to the Principal of compliance with any such legislation, award, order, determination or agreement.
- 7.12.3 The Contractor hereby holds the Principal harmless, indemnified and will continually keep the Principal indemnified in relation to:
- (a) the Contractor's obligations under clause 7.12.1 and 7.12.2; and
 - (b) the breach by the Contractor of any Law applicable to the Contractor's obligations under clause 7.12.1 or 7.12.2.

7.13 PUBLICITY

- 7.13.1 The Contractor may not make any press or other announcements or releases relating to this Agreement or the Services without the approval of the Principal of the form and manner of the announcement or release unless that announcement or release is required to be made by Law or by the rules of a stock exchange on which the Contractor is listed.
- 7.13.2 Nothing in this clause prohibits either Party from disclosing to its employees and officers the fact of this Agreement and its subject matter provided that clause 5.1 (Confidentiality) is complied with by those employees and officers as though the Contractor.

7.14 CONFLICT OF INTEREST

- 7.14.1 The Contractor warrants that, to the best of its knowledge, no Conflict of Interest in or outside Australia exists or is likely to arise in connection with the Principal's Personnel or by the Contractor performing its obligations under this Agreement.
- 7.14.2 The Contractor will not, during the Term, engage in any activity likely to compromise the ability of the Contractor to perform its obligations under this Agreement fairly and independently.
- 7.14.3 The Contractor will use its best endeavours to ensure that its Personnel do not engage in any activity or obtain any interest likely to conflict with or restrict the Contractor's fair and independent performance of its obligations under this Agreement.
- 7.14.4 The Contractor will immediately disclose to the Principal any activity by the Contractor, its Personnel or the Principal's Personnel which constitutes or may constitute or give rise to a Conflict of Interest.

7.15 No Exclusivity

- 7.15.1 The Contractor acknowledges and agrees that it is not the exclusive supplier of the Services (or services similar to the Services) under this Agreement and that the Principal may from time to time, amongst other things:
- (a) appoint third parties to enhance the scope, quality or nature of the Services (or other Deliverables) or to interface with the Services provided by the Contractor;
 - (b) appoint or permit third parties to provide services which are the same as or similar to the Services;
 - (c) permit third parties to receive the benefit of all or any part of the Services;
 - (d) provide data, information or functionality connected with or obtained from the Services to third parties; and
 - (e) receive data or information connected with or to be incorporated into the Services from third parties.
- 7.15.2 The Principal may from time to time request that the Contractor assist the Principal and third parties to do any of the things contemplated in clause 7.15.1 above and the Contractor agrees that it will do all things reasonably necessary to provide that assistance, including where necessary amending the terms of this Agreement or the nature of the Services to be supplied by the Contractor.

8. Principal's Obligations

8.1 PRINCIPAL TO PROVIDE INFORMATION

- 8.1.1 The Principal must provide the Contractor with its Statement of Requirements.
- 8.1.2 During the Term the Principal must, when required under this Agreement or as otherwise reasonably required by the Contractor, as soon as possible:
 - (a) make available to the Contractor all relevant instructions, information, data, documents, specifications, plans, drawings and other materials; and
 - (b) answer queries made by the Contractor relating to the Principal's requirements in connection with this Agreement.

8.2 PRINCIPAL'S MATERIALS

- 8.2.1 The Principal must provide the Principal's Materials specified in Schedule 1.
- 8.2.2 The Principal's Materials must comply with the Contract Specifications.
- 8.2.3 Provided the Contractor complies with its obligations under clause 7.9, the Principal must repair or replace the Principal's Materials within a reasonable time of becoming aware that the Principal's Materials do not comply with the Contract Specifications.

8.3 PRINCIPAL'S PERSONNEL

- 8.3.1 The Principal may make available personnel to work with the Contractor and the Parties will identify such personnel and their roles in Schedule 1.
- 8.3.2 The Principal must use reasonable efforts to ensure that personnel made available to work with the Contractor have the requisite competencies, skills, and experience to perform the tasks.
- 8.3.3 The Contractor must ensure a safe system of work for any personnel made available by the Principal who perform work under the control and direction of the Contractor.

8.4 SITE PREPARATION

Subject to clause 11.5, the Principal is responsible for Site preparation and maintenance of Site conditions to enable the supply of a Deliverable, unless otherwise specified in the Agreement Details.

9. Personnel

9.1 RESTRICTION ON ENGAGING PERSONNEL OF OTHER PARTY

- 9.1.1 The Principal and the Contractor agree that neither Party may, without the prior agreement of the other Party, engage, employ or induce or cause a third party to induce the other Party's Personnel engaged in the performance of this Agreement to enter into a contract for service or a contract of employment with it.
- 9.1.2 The restriction referred to in clause 9.1.1 shall apply during the performance of this Agreement and for a period of six months after termination or expiry of this Agreement.
- 9.1.3 A general solicitation for employment such as a newspaper advertisement shall not constitute a breach of this clause 9.1.

9.2 CONTRACTOR'S PERSONNEL

- 9.2.1 The Contractor must ensure that its personnel, including any Specified Personnel, supply the Deliverables in accordance with this Agreement.
- 9.2.2 The Contractor must employ only such persons in respect of this Agreement who:
- (a) are skilled and experienced in the provision of the Services or similar Services; and
 - (b) hold all necessary licences, permits and authorities (where applicable).

9.3 REMOVAL OF SPECIFIED PERSONNEL

If Specified Personnel are unable or not suitable to undertake the work assigned to them the Contractor shall promptly provide replacement personnel acceptable to the Principal at no additional charge.

9.4 SUB-CONTRACTING

- 9.4.1 The Contractor must not subcontract any work under this Agreement without obtaining the prior written consent of the Principal, which consent may be given on such conditions as the Principal thinks fit.
- 9.4.2 The Contractor:
- (a) must ensure that the subcontractor is aware of all the terms and conditions of this Agreement that are relevant to the subcontractor's performance of any work;
 - (b) shall not be relieved of its liabilities and obligations arising out of this Agreement by subcontracting any work and shall be responsible for all the subcontractors' acts or omissions;
 - (c) must ensure that it has the right to terminate any subcontract in accordance with the provisions of clause 14.1; and
 - (d) must ensure that the subcontractor immediately ceases work upon receipt of a Notice in Writing from the Principal of withdrawal of the consent given under clause 9.4.1.
- 9.4.3 If required by the Principal, the Contractor shall obtain from the subcontractor a signed statutory declaration substantially in the form of Schedule 4.

10. Performance of this Contract

10.1 DELIVERY NOTIFICATION

The Principal must specify in the Agreement Details any Deliverables required by the Principal, specifying:

- (a) the required nature and volume of the Deliverables;
- (b) the dates for the delivery of those Deliverables; and
- (c) the Site for that delivery.

10.2 DELIVERY

- 10.2.1 The Contractor must deliver any Deliverables as specified in the Agreement Details or as otherwise agreed between the Contractor and the Principal from time to time.
- 10.2.2 The Contract Price is inclusive of any additional or separate delivery costs, except where otherwise specified in the Agreement Details.

10.3 REJECTION AND ACTUAL ACCEPTANCE DATE

10.3.1 The Principal may reject Deliverables in the event that the Deliverables:

- (a) are defective or are not in good order and condition; or
- (b) do not comply with or perform in accordance with the Contract Specifications; or
- (c) fail any Acceptance Tests.

10.3.2 The Actual Acceptance Date (AAD) for a Deliverable occurs:

- (a) where Acceptance Tests are not required, five business days or such other period that is specified in the Agreement Details following the delivery of a Deliverable in accordance with this Agreement; or
- (b) where Acceptance Tests are required, on the date the Principal issues a certificate of acceptance within the Acceptance Notification Period.

10.3.3 The AAD for a Deliverable will occur, in all cases other than those specified in clause 10.3.2, on the date acceptance is deemed to have occurred in clause 10.5.10.

10.4 REJECTION NOTIFICATION

The Principal may in any rejection notice provide instructions, which may include a reduction in the Contract Price, to the Contractor relating to the removal, replacement, modification, rectification and/or redelivery of any rejected Deliverables.

10.5 ACCEPTANCE TESTING

10.5.1 If specified in the Agreement Details, Acceptance Tests must be conducted in relation to the Deliverables and the following provisions in this clause 10.5 will apply.

10.5.2 The Principal must, in consultation with the Contractor, prepare an Acceptance Test plan that may include:

- (a) identification of the Deliverables or part thereof to be tested;
- (b) allocation of each Party's responsibilities in relation to testing;
- (c) scheduling of Acceptance Tests;
- (d) the testing methodology to be applied; or
- (e) any other information specified in the Agreement Details.

Acceptance Criteria

10.5.3 The Principal is responsible for setting the Acceptance Criteria for the acceptance of a Deliverable and the preparation, reliability and effectiveness of any data, methodology or process related to any Acceptance Test, as specified in or is relevant to the Acceptance Criteria.

Principal's Availability

- 10.5.4 The Principal's representative must be available between the hours of 9.00am and 4.00pm on a business day to give any instruction necessary for prompt commencement of any Acceptance Test.

Assistance and Participation

- 10.5.5 Each Party shall provide all reasonable cooperation and assistance to enable the performance of any Acceptance Test.
- 10.5.6 The Parties shall be entitled to observe and, to the extent reasonable, participate in the performance of any Acceptance Test.

Acceptance Test Completion

- 10.5.7 The Party conducting the Acceptance Test must provide a written test notification specifying:
- (a) a written summary of that Acceptance Test; and
 - (b) the results achieved from that Acceptance Test.

Supplementary Tests

- 10.5.8 The Principal may at any time during the Acceptance Period require the Contractor to carry out Supplementary Tests.

Failure

- 10.5.9 Where a Deliverable fails an Acceptance Test or part thereof, the Principal may:
- (a) waive the requirement for the Acceptance Test to be satisfactorily completed;
 - (b) require that further reasonable Acceptance Tests be conducted at the Contractor's expense, such tests to be satisfactorily completed in accordance with this clause 10.5 within the period agreed by the Parties;
 - (c) conditionally accept the Deliverable, subject to the Contractor agreeing at its own cost to deliver a work-around or to otherwise rectify any outstanding deficiency, acceptable to the Principal;
 - (d) accept the Deliverable subject to an agreed reduction in the Contract Price; or
 - (e) subject to the Principal having provided the Contractor with at least one opportunity to conduct further Acceptance Tests, the Principal may without limiting any other remedy, reject and require the removal of the Deliverable or any materials associated with the rejected Deliverable.

Acceptance

- 10.5.10 The Principal shall be treated as having accepted any Deliverables in the event that the Principal:

Original delivery

- (a) notifies the Contractor that the Principal has accepted the Deliverables;

Replacement delivery

- (b) notifies the Contractor that the Principal has accepted any previously rejected Deliverables following replacement, modification, rectification and/or redelivery by the Contractor in compliance with any instruction by the Principal;

Test failure

- (c) fails to perform any Acceptance Test within the Acceptance Period for any reason, except for any delay resulting from any action of the Contractor unless otherwise agreed by the Parties;

Notification failure

- (d) fails to notify to the Contractor delivery rejection of the Deliverables within the Acceptance Notification Period unless otherwise agreed; or

Use prior to acceptance

- (e) uses the Deliverable for its business purposes without the written consent of the Contractor.

10.6 DOCUMENTATION

- 10.6.1 The Contractor must provide, at no additional cost to the Principal, at least one copy of the Documentation and such Documentation as the Contractor usually makes available free to its other customers, upon supply of the Deliverable to the Principal.
- 10.6.2 Additional copies of the Documentation must, if requested by the Principal, be provided by the Contractor at the Price specified in Schedule 3 or if the Price is not specified, free of charge.
- 10.6.3 The Contractor must amend inaccurate Documentation and must promptly supply to the Principal a duly amended version of the Documentation at no additional cost to the Principal.
- 10.6.4 The Principal may use the Documentation for any training purposes associated with the Deliverables.

10.7 EXTENSION OF TIME

- 10.7.1 Each Party must do all it reasonably can to promptly inform the other of anything that it becomes aware of which is likely to affect the timing, cost or quality of the Deliverables. The Parties must then investigate how to avoid or minimise any adverse effects on this Agreement.
- 10.7.2 The Principal may consent to a request for extension of time in relation to a delay provided that the Contractor provides the Principal with a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of any delay.
- 10.7.3 Unless a delay has occurred because of the Principal's failure to perform its obligations in accordance with this Agreement, the Contractor will not be entitled to any increase in the Contract Price or any damages, costs or expenses incurred in connection with any delay.

10.8 ESCROW OF SOURCE CODE

- 10.8.1 If specified in the Agreement Details or otherwise requested in writing by the Principal, the Contractor must arrange:
 - (a) for the Contractor, the Principal and an escrow agent approved by the Principal to enter into an Escrow Agreement in relation to the Escrow Materials; or

- (b) for the Principal to become a party to an escrow arrangement which already covers the Escrow Materials which the Principal regards as a satisfactory arrangement.

10.8.2 Any escrow arrangements to which the Principal becomes a Party under this clause 10.8 must endure for at least the period specified in the Agreement Details unless otherwise agreed. The Parties will bear the costs connected with such escrow arrangements in the proportions agreed by them in writing.

10.8.3 The Contractor must consult with and comply with the reasonable directions of the Principal in any negotiations with the escrow agent arising under this clause 10.8.

10.9 ADDITIONAL SERVICES

The Contractor may, if requested by the Principal, provide in accordance with the terms of this Agreement, additional products and services to the Principal at the Price or on the Time and Materials basis set out in Schedule 3 or as otherwise agreed between the Parties from time to time.

11. Project Management

11.1 APPLICATION OF PROJECT MANAGEMENT CLAUSES

The following clauses 11.1 to 11.12 inclusive apply only if and to the extent specified in the Agreement Details.

11.2 GOVERNANCE FRAMEWORK AND MANAGEMENT COMMITTEE

11.2.1 By the date specified in the Agreement Details, the Parties must mutually agree and establish a governance framework that complies with the framework set out in the Agreement Details, which must include a management committee and a process for the conduct of the committee's business.

11.2.2 The management committee must, unless the Parties agree otherwise in writing, consist of the persons specified in the Agreement Details.

11.2.3 The management committee must:

- (a) review and monitor progress under this Agreement and report to the Principal's authorised representative or other person nominated by the Principal from time to time; and
- (b) carry out such other functions as set out in the Agreement Details.

11.2.4 The members of the management committee or their authorised representatives must meet weekly at the Principal's offices (unless the Parties agree otherwise) at a time agreed between the Parties.

11.2.5 All members of the management committee must be duly authorised and properly qualified, informed and instructed to enable the committee to properly assess progress under this Agreement.

11.3 PROGRESS REPORTING

11.3.1 The Parties must each nominate their respective project managers or officers in the Agreement Details or the Project Implementation and Payment Plan (PIPP).

11.3.2 At least 24 hours prior to a management committee meeting, the Contractor's project manager must submit to the Principal's project officer a report of progress under this Agreement, including:

- (a) details (including dates) of Deliverables and Milestones commenced, completed or accepted;

- (b) any delays or defaults, including reasons and plans for the management of such delays and defaults in respect of the supply of the Deliverables;
- (c) draft updates of relevant parts of the Contract Specifications; and
- (d) any proposed variations in accordance with clause 13 to the terms of this Agreement.

11.3.3 If the Principal disagrees with the facts recorded in the report, then the Principal must place on the record its version of the facts.

11.4 CONTRACT REVIEW PROCEDURES

11.4.1 The Parties must at regular intervals, unless otherwise specified in the Agreement Details, conduct a service and performance review of the Contractor's performance of this Agreement including its obligations under any Service Level Agreement.

11.4.2 All reviews must be undertaken by representatives of both Parties who have the authority, responsibility and relevant expertise in financial and operational matters appropriate to the nature of the review. Either Party may request the involvement of the Principal in any review.

11.5 SITE SPECIFICATION

The Contractor must inspect the Site and provide the Principal with a Site Specification for approval. The Contractor must make any amendment to the Site Specification that is reasonably required by the Principal.

11.6 IMPLEMENTATION PLANNING STUDY (IPS)

11.6.1 Within the time specified in the Agreement Details and prior to the commencement of a project to be implemented under this Agreement, the Contractor must complete an implementation planning study.

11.6.2 The implementation planning study must meet the objectives specified in the Agreement Details, which may include:

- (a) the Contractor's assessment of the scope and complexity of the project;
- (b) required Deliverables;
- (c) resources required (including any resources to be made available by the Principal);
- (d) development of a PIPP and/or a Service Level Agreement as relevant; or
- (e) any other requirements specified in the Agreement Details.

11.7 PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP) – IF APPLICABLE

11.7.1 The Parties must perform their obligations under this Agreement in accordance with the PIPP, which must include the information specified in Schedule 3.

11.7.2 The Contractor must prepare the PIPP for the approval of the Principal, which when approved will form part of the Contract Specifications.

11.7.3 The Parties must perform their respective obligations under this Agreement at the times and in the manner set out in the PIPP.

- 11.7.4 Subject to clause 13, either Party may periodically review the PIPP and may recommend or request a change to the PIPP. Any change to the PIPP may be implemented as a Change Request in accordance with the variation procedures set out in Schedule 12.

11.8 STAGED IMPLEMENTATION AND THE RIGHT TO TERMINATE

- 11.8.1 The Parties agree to perform this Agreement in accordance with the Stages set out in the PIPP.
- 11.8.2 The signing of this Agreement by both Parties is deemed to be sufficient notification for the purposes of this clause 11.8 to proceed with work in Stage one. The Contractor must not commence any work on Stage two or any subsequent Stage until it receives prior written notification from the Principal to proceed with the work in that Stage.
- 11.8.3 Nothing in this Agreement shall be construed as obliging the Principal to give the notification referred to in clause 11.8.2 in respect of Stage two or any other subsequent Stage.
- 11.8.4 The Principal shall not be liable to the Contractor in any way for not proceeding to a subsequent Stage.

11.9 SERVICE LEVEL AGREEMENT

- 11.9.1 If not already set out in this Agreement, the Parties must in consultation with each other prepare and mutually agree in writing the particulars of a Service Level Agreement, which must be signed by the authorised representatives of each Party.
- 11.9.2 Subject to clause 11.9.1, the Parties must perform their obligations in accordance with the Service Level Agreement.
- 11.9.3 Subject to clause 13, either Party may periodically review the Service Level Agreement and may recommend or request a change to the Service Level Agreement. Any change to the Service Level Agreement may be implemented as a Change Request in accordance with the procedures set out in Schedule 12.
- 11.9.4 Without limiting any other terms and conditions of this Agreement, if the Contractor fails to meet a Service Level, the Principal may deduct a Service Credit from the Contract Price payable to the Contractor in accordance with the Service Level Agreement or require payment of the Service Credit within 30 days of demand as a debt due and owing to the Principal. The Principal may aggregate Service Credits payable in any period into a Service Credit pool and at a time selected by the Principal either deduct them from the Contract Price or recover them as a debt due and owing to the Principal.
- 11.9.5 Each Party acknowledges that the Service Credits are a genuine pre-estimate of the loss and damage the Principal will suffer as a result of failing to meet the Service Levels and that Service Credits are not an exclusive remedy for the Principal.
- 11.9.6 Any payment of Service Credits by the Contractor under this Agreement is without prejudice to any entitlement the Principal may have to damages that may be claimed from the Contractor or to other remedies available to the Principal (including any right of the Principal to terminate this Agreement). Any Claim for damages for a default or failure where a Service Credit has already been received by the Principal must be reduced by the amount of that Service Credit.
- 11.9.7 In accordance with the Service Level Agreement, the Contractor must use the necessary measurement and monitoring tools and procedures that are agreed by the Principal (which agreement must not be unreasonably withheld or delayed) to measure and report the Contractor's performance of the Services against the applicable Service Levels. The measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Service Levels, such reports to be provided to the Principal as specified in the Service Level Agreement.

11.10 TIME OF THE ESSENCE

11.10.1 The Contractor acknowledges that time is of the essence in completing any obligations under this Agreement where the due date for their performance has been specified in the Agreement Details or the PIPP ("Due Date").

11.10.2 Excluding a delay caused:

- by an Event,
- by the Principal, or
- in relation to which an extension of time has been granted under clause 10.7;

where the Contractor has not completed obligations by the Due Date, the Contractor must, if notified by the Principal, pay the Principal liquidated damages.

11.10.3 Liquidated damages must be calculated in accordance with the method set out in the Agreement Details. Each Party acknowledges that liquidated damages are a genuine pre-estimate of the loss and damage the Principal will suffer as a result of a delay in meeting the Due Date.

11.10.4 The Contractor must pay the liquidated damages from the Due Date until:

- (a) the Contractor successfully completes the obligations in relation to which liquidated damages have been applied; or
- (b) the Principal terminates this Agreement;

whichever first occurs but always to a maximum number of days specified in the Agreement Details.

11.10.5 Liquidated damages paid under this clause 11.10:

- (a) will be the Principal's sole remedy for any liability arising out of the delay in respect of which liquidated damages were paid; but
- (b) will not relieve the Contractor from any other liability or from meeting any other obligation under this Agreement.

11.11 RETENTION OF MONEYS

11.11.1 The Principal may withhold a proportion of the payment for any Milestone in the amount and for the period identified in a PIPP for the due and proper performance and completion of the Contractor's entire obligations under this Agreement.

11.11.2 The Principal must upon the completion of the Contractor's entire obligations in accordance with this Agreement pay to the Contractor any amount withheld under clause 11.11.1.

11.12 BUSINESS CONTINGENCY ARRANGEMENTS

11.12.1 The Contractor must within the time specified in the Agreement Details or as otherwise agreed in writing between the Parties, prepare a Business Contingency Plan for the approval of the Principal.

11.12.2 The Business Contingency Plan must be documented in a form acceptable to the Principal and must be available at all reasonable times for review by the Principal.

11.12.3 The Business Contingency Plan must be reviewed, updated and tested by the Contractor at the intervals specified in the Agreement Details to ensure its relevance and effectiveness.

11.12.4 All affected Deliverables must be reinstated by the Contractor in accordance with the Business Contingency Plan in the event of an interruption to the Principal's business that is

contemplated by the plan. The Principal must provide the Contractor with any assistance reasonably required by the Contractor to implement the Business Contingency Plan.

12. Payment

12.1 PAYMENT OF CONTRACT PRICE

- 12.1.1 In consideration for the Contractor providing a Deliverable in accordance with this Agreement, the Principal must pay the Contractor the Contract Price in the amounts and at the times specified in Schedule 3.
- 12.1.2 The Contract Price shall be fixed for the Term, unless the Parties have agreed and specified in the Agreement Details or otherwise under this Agreement, a price adjustment mechanism that is to apply periodically.
- 12.1.3 The Contractor must offer to the Principal the Services in no less favourable terms than the price paid by any other purchaser from the Contractor of similar services purchased in similar circumstances.
- 12.1.4 Where the Contractor offers more favourable prices to any other purchaser of similar services purchased in similar circumstances, including price, timing, terms and conditions, it must promptly make the more favourable price available to the Principal.

12.2 INVOICES AND TIME FOR PAYMENT

- 12.2.1 The Parties agree subject to the further provisions of this clause 12.2, that payment for the Deliverables must be made within 30 days after receipt of a Correctly Rendered Invoice.
- 12.2.2 The Contractor must provide any further details in regard to an invoice that are reasonably requested by the Principal from the Contractor.
- 12.2.3 The making of a payment is not an acknowledgment that the Deliverables have been supplied or accepted in accordance with this Agreement.
- 12.2.4 If the Principal disputes the invoiced amount the Principal must:
 - (a) certify the amount it believes is due for payment; and
 - (b) pay that amount and the liability for any outstanding claims must be determined in accordance with clauses 3.5 to 3.7 inclusive.

12.3 SET-OFF/MONEY RECOVERABLE BY THE PRINCIPAL

Any damages, rebates, losses, fees or other expenses ('Loss') recoverable by the Principal from the Contractor may be deducted from any money then due to the Contractor under this Agreement or Financial Security. If the money due to the Contractor is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Principal and may be recovered from the Contractor by the Principal in any court of competent jurisdiction.

12.4 SUSPENSION OF PAYMENTS

The Principal may by Notice in Writing to the Contractor withhold payments to the Contractor without penalty if the Contractor refuses, neglects or fails to perform its obligations under this Agreement, until such obligations are completed in accordance with this Agreement.

13. Variations

- 13.1 Subject to any other rights given under this Agreement to vary its terms and the following provisions of this clause 13, a variation to the terms and conditions of this Agreement shall not be valid unless agreed in writing and signed by both the Principal and the Contractor.

- 13.2 If specified in the Agreement Details, the Parties must effect a variation to the terms and conditions of this Agreement in accordance with the procedures set out in Schedule 12.

14. Termination

14.1 TERMINATION FOR CONVENIENCE

- 14.1.1 The Principal may by Notice in Writing at any time terminate this Agreement in whole or in part. The Contractor must immediately comply with any directions given in the notice and must do everything possible to mitigate its losses arising in consequence of termination or suspension of this Agreement under this clause 14.1.
- 14.1.2 Where the Principal provides less than 6 months notice of termination under clause 14.1.1, the Principal shall indemnify the Contractor against any liabilities or expenses, which are reasonably and properly incurred by the Contractor in connection with this Agreement to the extent that those liabilities or expenses were incurred as a result of termination or suspension of this Agreement in accordance with this clause 14.1. Unless otherwise specified in the Agreement Details, no further compensation will be payable to the Contractor in respect of a termination or suspension under this clause 14.1.
- 14.1.3 Where the Principal provides not less than 6 months notice of termination under clause 14.1.1, the Principal will be liable to the Contractor for any substantiated unavoidable loss incurred by Contractor as a direct consequence of termination. For the purposes of this clause 14.1.3, loss of profit is not recoverable as an unavoidable loss, and unavoidable loss is limited to the lower of:
- (a) the Contractor's reasonable and unavoidable wind-down expenses (such as redundancy expenses); and
 - (b) the Price of the terminated Services in the 2 months prior to the date of termination.
- 14.1.4 This clause 14.1 does not apply to termination or suspension in accordance with clause 15.2 or termination occurring because of a default by the Contractor as specified in clause 14.2.
- 14.1.5 The Contractor must, in each sub-contract with any subcontractor for the purposes of this Agreement, reserve a right of termination or suspension to take account of the Principal's right of termination or suspension under this clause.

14.2 TERMINATION OF THIS AGREEMENT FOR BREACH BY CONTRACTOR

- 14.2.1 The Principal may terminate this Agreement for Substantial Breach or Contractor's Insolvency by Notice in Writing without prejudice to any other right of action or remedy that has accrued or may accrue to either Party.
- 14.2.2 In the case of Substantial Breach the Principal must first by Notice in Writing give the Contractor notice that it has 7 days to remedy the Substantial Breach or such other period specified in the notice.
- 14.2.3 If the Contractor fails to give the Principal a notice containing clear evidence that it has remedied a Substantial Breach, or fails to propose steps reasonably acceptable to the Principal to remedy the Substantial Breach, the Principal may terminate this Agreement by Notice in Writing to the Contractor.

14.3 EFFECT OF TERMINATION OF AGREEMENT

In the event of termination, the Principal may:

- (a) obtain from any other source a reasonably similar alternative to the Deliverable in which case the Contractor shall be liable to the Principal for any reasonable expenses incurred and any losses sustained by the Principal; and/or
- (b) by Notice in Writing to the Contractor, require the Contractor at its expense to remove

Deliverables or to dismantle or remove work from the Principal's premises by the date specified in that notice.

14.4 TERMINATION FOR BREACH BY THE PRINCIPAL

- 14.4.1 If the Principal fails to pay the Contractor any amount in accordance with this Agreement, which is not in dispute, or commits any fundamental breach of this Agreement, then the Contractor may by Notice in Writing require the Principal to remedy the default within 28 days after receiving the notice.
- 14.4.2 If the Principal fails to remedy the breach, or fails to propose steps reasonably acceptable to the Contractor to do so, the Contractor may by Notice in Writing terminate this Agreement without prejudice to any other right of action or remedy which has accrued or might accrue to either Party.

15. General

15.1 DISCLOSURE OF CONFLICTS OF INTEREST

The Contractor must:

- (a) notify the Principal in writing immediately upon becoming aware of the existence or possibility of a Conflict of Interest; and
- (b) comply with any reasonable direction given by the Principal in relation to managing that Conflict of Interest (which may include a direction that the Contractor promptly remove any of its Personnel from the performance of any obligations under this Agreement).

15.2 15.2 EVENTS

- 15.2.1 A Party is excused from performing its obligations to the extent it is prevented by an Event, except an Event that is the subject of a Business Contingency Plan.
- 15.2.2 Each Party must make all reasonable efforts to minimise the effects of the Event. If the affected Party is prevented by the Event from performing its obligations under this Agreement for 30 days or such other period as the Parties agree in writing, then the other Party may in its sole discretion immediately terminate this Agreement by giving Notice in Writing of termination to the other Party.
- 15.2.3 Where this Agreement is terminated by the Principal in accordance with clause 15.2.2:
- (a) the Contractor shall be entitled to payment for work completed in accordance with this Agreement up to the date of termination; and
 - (b) the Parties must otherwise bear their own costs and will be under no further liability to perform this Agreement.

15.3 15.3 ASSIGNMENT OR NOVATION

- 15.3.1 The Contractor must not, or attempt to, assign in whole or in part or novate this Agreement without obtaining the prior written consent of the Principal, which consent may be withheld at its absolute discretion.
- 15.3.2 The Contractor acknowledges that the Principal may conduct financial and other inquiries or checks on the entity proposing to take over this Agreement before determining whether or not to give consent to the assignment or novation.
- 15.3.3 The Principal at its own cost, may assign or novate this Agreement where by operation of statute the Principal is reconstituted into a new legal entity, to the new legal entity. If the assignment or novation increases the scope of the obligations or Deliverables to be provided

by the Contractor under this Agreement, a variation in accordance with clause 13 must be effected.

15.4 WAIVER

A waiver in respect of a breach of a term of this Agreement by the other 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.

15.5 SEVERABILITY

If any part of this Agreement is void or voidable, then that part is severed from this Agreement without affecting the continued operation of the remainder of this Agreement.

15.6 COUNTERPARTS

If there are a number of counterparts of this Agreement, the counterparts taken together constitute one and the same instrument.

15.7 APPLICABLE LAW

The laws of the State govern this Agreement and the Parties submit to the non-exclusive jurisdiction of the courts of the Commonwealth or the State.

15.8 RIGHTS CUMULATIVE

The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

15.9 NO AGENCY, EMPLOYEE OR PARTNERSHIP RELATIONSHIP

The Contractor agrees that it will not be taken to be, nor will it represent that it is the employee, partner, officer and/or agent of the Principal, or the Principal.

END OF PART TWO

PART 3 - DICTIONARY

DICTIONARY

1. INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the contrary intention appears:

“Acceptance Criteria” means the criteria to be applied in the performance of any Acceptance Test.

“Acceptance Notification Period” means the period specified in the Agreement Details within which acceptance of a Deliverable must be notified.

“Acceptance Period” means the period for the performance by the Contractor of any Acceptance Tests for any Deliverable, as specified in the Agreement Details, or such other period agreed between the Parties in writing.

“Acceptance Tests” means any acceptance tests detailed or referred to in the Agreement Details.

“Actual Acceptance Date” or **“AAD”** means the date when acceptance is notified in accordance with clause 10.3.2.

“Agreement” means all the parts of this Agreement between the Principal and the Contractor, which includes the Standard Terms and Conditions, the Dictionary, the Schedules and the Modules, referenced in the Agreement Details.

“Agreement Details” means all of the details, information or other particulars specified in this Agreement to be included in the part of this Agreement entitled “Agreement Details”.

“Business Contingency Plan” means a plan detailing the nature and scope of the business contingency Services to be provided by the Contractor to the Principal to overcome any interruption to the Principal’s business including as applicable information about time-frames, scheduling, Service Levels, methodologies, systems, processes or programs for the implementation of such Services and any other information specified in the Agreement Details.

“Change in Control” means a circumstance in which control is or may be exercised over the Contractor:

- (a) through the removal or appointment of directors of the Contractor;
- (b) by virtue of the direct holding of at least ten percent of the voting shares in the Contractor or a holding company of the Contractor; or
- (c) by any other means whatsoever.

“Change Request” means a change requested by either Party in respect of operational or project management issues related to this Agreement.

“Commencement Date” means in relation to this Agreement either:

- (a) the Commencement Date specified in the Agreement Details; or
- (b) if no Commencement Date is specified in the Agreement Details the date this Agreement is signed by both Parties.

“Confidential Information” means information that:

- (a) is by its nature confidential; or
- (b) is communicated by the Principal to the Contractor as confidential; or
- (c) the Contractor knows or ought to know is confidential; and

includes but is in no way limited to:

- (d) the Deliverables;
- (e) the Principal's Materials including the financial, the corporate and the commercial information of the Principal;
- (f) any material which relates to the affairs of a third party;
- (g) information relating to the policies, strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service.

“Conflict of Interest” includes:

- (a) engaging in any activity, or obtaining any interest, likely to restrict the Contractor in performing, or which conflicts with the performance by the Contractor of, its obligations under this Agreement;
- (b) in connection with this Agreement, a conflict between the public duty and private interests of a public official, in which the public official has private interests which could improperly influence the performance of their official duties and responsibilities; or
- (c) any matters materially affecting the Contractor's ability to perform any of its obligations under this Agreement that include but are not limited to:
 - (i) any material litigation or proceeding whatsoever, actual or threatened, against the Contractor;
 - (ii) the existence of any material breach or default or alleged breach or default of any agreement, order or award binding upon the Contractor;
 - (iii) matters relating to the commercial, technical or financial capacity of the Contractor or in the knowledge of the Contractor of any subcontractor proposed to be engaged in respect of this Agreement; or
 - (iv) any obligation under another contract which compliance with may place the Contractor in breach of this Agreement.

“Consideration” has the same meaning as provided for in the GST Law.

“Contract Price” means the total of all Prices payable by the Principal to the Contractor for the Deliverables supplied under this Agreement.

“Contract Specifications” means the totality of any technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable provided by a Party under this Agreement and may include:

- (a) any specifications agreed to and brought into existence by the Principal and the Contractor in the performance of their obligations under and in accordance with the terms of this Agreement;

- (b) any specifications detailed or referred to by the Principal in the Statement of Requirements; and/or

- (c) those specifications generally published or made publicly available by the Contractor which specifically relates to the Deliverables under this Agreement; and

to the extent that there is any inconsistency between the Contract Specifications referred to in (a), (b) and (c), the priority shall be in the order (a) to (c) to the extent of any inconsistency.

“Contractor” means the person or body corporate referred to in the Agreement Details who agrees to supply the Deliverables and includes its Personnel.

“Contractor’s Insolvency” means any of the following:

- (a) the Contractor becoming unable to pay its debts as and when they fall due;
- (b) the Contractor no longer has the resources to perform this Agreement or any Contract;
- (c) an application for winding up is made regarding the Contractor and not stayed within 14 days;
- (d) a winding up order is made against the Contractor;
- (e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed to the Contractor;
- (f) a mortgagee enters into 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.

“Correctly Rendered Invoice” means an invoice that is rendered in the form of a Tax Invoice where:

- (a) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars;
- (b) the invoice is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount and enables the Principal to ascertain what the invoice covers and the Contract Price payable;
- (c) the invoice is accompanied by documentary evidence that signifies that acceptance has occurred in accordance with this Agreement; and
- (d) the invoice is addressed to the officer specified in the Agreement Details to receive invoices.

“Cyber terrorism” means a terrorist attack on, or by means of information systems.

“Defect” means a defect, error, Virus or malfunction that causes a Deliverable to not comply with or not perform in accordance with the Contract Specifications.

“Deliverable” means any Product or Services and any associated material offered for supply or provided by the Contractor in accordance with this Agreement.

“Dictionary” means the glossary of definitions of words and expressions used in this Agreement contained in this Part 3 of this Agreement.

“Document” includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and/or
- (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device.

“Documentation” means any Document that enables the full use, operation and maintenance of the Deliverables in accordance with the Contract Specifications. The Documentation must be:

- (a) of a reasonable standard in terms of its presentation, accuracy and scope;
- (b) a resource that provides a comprehensive explanation of functions, capacity and operations of the Deliverables;
- (c) the most current and up-to-date version available;
- (d) in the English language; and
- (e) of a form where all key terms, words and symbols are adequately defined.

“Due Date” means the date agreed between the Parties for the completion of an obligation detailed in this Agreement, which date has been specified in the Agreement Details or the Project Implementation and Payment Plan (PIPP).

“Escrow Agreement” means an Agreement substantially in the form of Schedule 11.

“Escrow Fee” means the fee set out in Attachment 1 of Schedule 11.

“Escrow Materials” means the source code and/or object code of any Deliverable and all other computer programs, Documentation, drawings and plans necessary to keep the Deliverables in good order and repair that are specified in the Agreement Details or otherwise notified by the Principal to the Contractor in writing from time to time.

“Event” means a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time. An Event is limited to:

- (a) natural events like fire, flood, or earthquake; or
- (b) national emergency; or
- (c) terrorist acts (including Cyber terrorism) and acts of vandalism; or
- (d) war.

“Financial Security” means the security described in the Agreement Details.

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

“GST Law” means any law imposing or relating to a GST and includes *A New Tax System (Goods & Service Tax) Act (Cth)*, *A new tax system (Pay As You Go) Act 1999* and any regulation based on those Acts.

“Information Privacy Principles or IPP” means the principles contained in the Information Protection Principles contained in sections 8 to 19 of the *Privacy and Personal Information Act (NSW) 1988*.

“Intellectual Property” means all intellectual property rights including:

- (a) copyright, patent, trademark, design, semi-conductor or circuit layout rights, registered design, trade marks or name and other protected rights, trade, business or company names, or related rights, existing worldwide, whether created before or after the date of this Agreement; and
- (b) any licence, consent, application or right, to use or grant the use of, or apply for the registration of, any of the rights referred to in (a).

“Milestones” means the tasks or groups of tasks to be performed or provided by the Contractor under this Agreement in relation to the Deliverables.

“Module” means Modules 1 to 12 of Part 5.

“Moral Rights” means a person’s moral rights as defined in the *Copyright Act (Cth) 1968*.

“New Release” means software which has been produced primarily to extend, alter or improve a Deliverable by providing additional functionality or performance enhancement (whether or not Defects in the Deliverable are also corrected) while still retaining the original and designated purpose of the Deliverable.

“Notice in Writing” means a notice signed by a Party’s authorised representative which is either given to, served on, emailed or faxed to the other Party.

“Parties” means the Principal and the Contractor.

“Performance Guarantee” means the performance guarantee described in item 11 of the Agreement Details.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“Personnel” means in the case of either Party, that Party’s employees, officers, agents and subcontractors.

“Price” means an itemised price (including a rate for a quality unit) set out in Schedule 3, payable by the Principal for a Deliverable under this Agreement.

“Principal” means the entity described in the Agreement Details and includes its Personnel.

“Principal’s Equipment” means has the meaning given in Module 11.

“Principal’s Materials” means the items set out in Schedule 1 to be supplied by the Principal under this Agreement, excepting the Principal’s Equipment.

“Product” means an item set out in the Agreement Details that the Contractor must provide to the Principal in accordance with this Agreement.

“Project Implementation and Payment Plan” or “PIPP” means a plan including information relevant to the implementation of the project and associated payment arrangement as specified in Schedule 3.

“Recipient” has the same meaning as provided for in the GST Law.

“Schedules” means Schedule 1 to 13 of this Agreement.

“Service” means the services set out in the Agreement Details including any associated materials that the Contractor must provide to the Principal in accordance with this Agreement.

“Service Address” means:

- (a) in the case of the Principal, at the address set out in the Agreement Details or such other address notified in writing by the Principal for notices to be served on it from time to time;
- (b) in the case of the Contractor, at the address set out in the Agreement Details or such other address as is notified in writing by the Contractor for notices to be served on it from time to time.

“Service Credit” has the meaning given in the Service Level Agreement.

“Service Level” has the meaning given in the Service Level Agreement.

“Service Level Agreement” means the Document that forms part of this Agreement that defines the performance expectations of the Parties and which includes the benchmarks for measuring the performance of the Services.

“Site” means the place or places specified in the Agreement Details where a Deliverable is to be provided.

“Site Specification” means the Document that details the environmental, operational, safety and management requirements in relation to the Site, that are necessary for the provision of the Deliverables.

“Specified Personnel” means the key personnel of the Contractor nominated in the Agreement Details as the personnel required to undertake the provision of the Deliverables or part of the work constituting the Deliverables.

“Stage” means a stage identified in the Project, Implementation and Payment Plan for the performance of this Agreement.

“Statement of Requirements” means the Principal’s statements set out in Schedules 1, 2 and 3 of any requirements that the Contractor must fulfil in respect of the Deliverables which may include all relevant instructions, information, data, documents, specifications, plans, drawings and other materials and particulars.

“Statutory Requirements” means the laws, regulation or by-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 substantial breach of this Agreement by the Contractor, including any of the following:

- (a) breaching any warranty under clauses 3.3, 7.1.1 or 7.1.2;
- (b) failing to effect and maintain insurance policies as required under clause 4.1;
- (c) failing to provide a Financial Security as required under clause 4.2;
- (d) failing to provide a Performance Guarantee as required under clause 4.3;
- (e) failing to provide suitable replacement personnel as required under clause 9.3 which prevents the Contractor from performing fundamental obligations under this Agreement;

- (f) where a delay continues beyond the extension of time granted under clause 10.7.2;

- (g) failing to pass Acceptance Tests which results in rejection of the Deliverable by the Principal under clause 10.5.9 (e);
- (h) the existence of a Conflict of Interest which in the Principal's reasonable opinion prevents the full and proper performance of this Agreement by the Contractor; and
- (i) where the Contractor breaches a time of the essence obligation imposed on the Contractor in accordance with clause 11.10 in relation to the performance of this Agreement.

"Supplementary Tests" means the further Acceptance Tests that are required by the Principal to demonstrate that a Deliverable complies with the Contract Specifications if the initial Acceptance Tests fail to demonstrate such compliance.

"Supplier" has the same meaning as provided for in the GST Law.

"Supply" has the same meaning as provided for in the GST Law.

"Tax Invoice" has the same meaning as provided for in the GST Law.

"Taxable Supply" has the same meaning as provided for in the GST Law.

"Term" means the term of this Agreement, set out in the Agreement Details and any extension of the Term in accordance with clause 2.1.

"The Standard Terms and Conditions" means the terms and conditions included in Part 2 of this Agreement.

"Time and Materials" basis means the fee agreed to by the Parties as specified in Schedule 3 for any additional services to be supplied by the Contractor.

"Update" means software which has been produced primarily to overcome Defects in, or to improve the operation of, a Deliverable without significantly altering the Contract Specifications whether or not the Deliverable has also been extended, altered or improved by providing additional functionality or performance enhancement.

"Virus" means a computer program, code, device, product or component that is designed to or may in the ordinary course of its operation, prevent, inhibit or impair the performance of a Deliverable in accordance with its Contract Specifications.

"Warranty Period" means:

- (a) in relation to Hardware or a Software Solution, a period of 365 days, or such longer period as is specified in the Agreement Details; and
- (b) in relation to any Deliverables other than Hardware or a Software Solution provided under this Agreement, a period of 90 days, or such longer period as is specified in the Agreement Details.

"Work" means literary, artistic, musical, and dramatic works and cinematographs as defined in the *Copyright Act (Cth)* 1968.

1.2 RULES FOR INTERPRETING THIS AGREEMENT

- 1.2.1 In this Agreement, unless the contrary intention appears, headings are for the purpose of convenient reference only, and do not affect interpretation or form part of this Agreement.

1.2.2 The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) monetary references are references to Australian currency;
 - (iii) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as varied, assigned or novated;
 - (iv) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (v) anything (including a right, obligation or concept) includes each part of it;
 - (vi) a business day means any day other than Saturday, Sunday or a day that is a public holiday for the Principal.
- (b) If this Agreement expressly or impliedly binds more than one person then it must bind each such person separately and all such persons jointly.
- (c) A singular word includes the plural, and vice versa.
- (d) 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.

END OF PART 3

PART 4 - SCHEDULES

Schedule 1 – Agreement Details

Item 1	Agreement Number	
Item 2	Principal's Name	
	Authorised Representative	
Item 3	Contractor's Name/Address and ABN/ACN	
	Authorised Representative	
Item 4	State and Applicable Law	<i>[Insert the name of the State or Territory (the laws of which govern this Agreement)]</i>
Item 5	Modules agreed between the Parties <i>[Indicate by marking with an X, the Modules that apply]</i>	
	Module 1 – Hardware Acquisition and Installation	<input type="checkbox"/>
	Module 2 – Hardware Maintenance Services	<input type="checkbox"/>
	Module 3 – Licensed Software	<input type="checkbox"/>
	Module 4 – Development Services	<input type="checkbox"/>
	Module 5 – Software Support Services	<input type="checkbox"/>
	Module 6 – IT Personnel	<input type="checkbox"/>
	Module 7 – Professional Services	<input type="checkbox"/>
	Module 8 – Data Management	<input type="checkbox"/>
	Module 9 - Telecommunications Services	<input type="checkbox"/>
	Module 9A - Telecommunications Services – Special Terms for GTA Category 1B Services (Broadband Local Access)	<input type="checkbox"/>
	Module 9B - Telecommunications Services – Special Terms for GTA Category 2 Services (Broadband Internet Access)	<input type="checkbox"/>
	Module 10 – Web Services	<input type="checkbox"/>
	Module 11 – Managed Services	<input checked="" type="checkbox"/>
	Module 11A – Special Terms Relating to Management of GTA Category 1B Services and Core Network Services	<input type="checkbox"/>
	Module 12 – Systems Integration Services	<input type="checkbox"/>
Item 6	Schedules to apply <i>[Indicate by marking with an X, the Schedules that apply]</i>	
	Schedule 1 – Agreement Details	<input checked="" type="checkbox"/>
	Schedule 2 – Agreement Documents	<input checked="" type="checkbox"/>
	Schedule 3 – Product and Service List	<input checked="" type="checkbox"/>
	Schedule 4 – Statutory Declaration by Subcontractor	<input checked="" type="checkbox"/>
	Schedule 5 – Expert Determination Procedure	<input type="checkbox"/>
	Schedule 6 – Confirmation of Insurances	<input checked="" type="checkbox"/>

Item 6	Schedules to apply <i>[Indicate by marking with an X, the Schedules that apply]</i>	
	Schedule 7 – Financial Security	<input checked="" type="checkbox"/>
	Schedule 8 – Performance Guarantee	<input type="checkbox"/>
	Schedule 9 – Deed of Confidentiality	<input checked="" type="checkbox"/>
	Schedule 10 – Privacy	<input checked="" type="checkbox"/>
	Schedule 11 – Escrow Agreement	<input checked="" type="checkbox"/>
	Schedule 12 – Variation Procedures	<input checked="" type="checkbox"/>
	Schedule 13 – Risk Management	<input checked="" type="checkbox"/>
Item 7	Term (clause 2)	
	(i) Commencement Date of this Agreement:	To be completed
	(ii) Duration of this Agreement: (Where appropriate, specify that the period for service, e.g. hardware/software support & maintenance, will commence from expiry of relevant warranty period) To be completed	
	(iii) Period of extended term (if any): (clause 2.1)	To be completed
Item 8	Issue Resolution (clause 3.5 and Schedule 5) Specify the expert determination amount:	
Item 9	Broad Form Liability Insurance Policy Amount (clause 4.1.1)	
	(a) Public Liability Insurance Limit of Indemnity: \$AUS M:	\$50,000,000
	(b) Product Liability Insurance Limit of Indemnity: \$AUS M:	\$50,000,000
	(c) (if requested in 4.1.1) Professional Indemnity Insurance Limit of Indemnity: \$AUS M:	\$10,000,000
	The Contractor must maintain its Professional Indemnity Insurance during the duration of the contract term plus one year.	
	(d) Insert other insurances required (if requested in 4.1.1)	Insure equipment owned by the Principal (if any) for full replacement value
Item 10	Financial Security (clause 4.2 and Schedule 7)	
	(i) Specify here if Financial Security is required: (Yes / No)	Yes
	(ii) Amount:	\$4,000,000
Item 11	Performance Guarantee (clause 4.3 and Schedule 8)	
	(i) Specify here if Performance Guarantee is required: (Yes / No)	No
	(ii) Guarantor (clause 4.3):	
Item 12	Liability (clauses 4.5 and 4.6)	
	(i) Parties to specify if liability is to be capped under this Agreement and the amount or method of determining the amount in accordance with clause 4.6.3: To be completed; depends upon the tender outcome	
	(ii) Parties to annex risk management assessment plan: To be completed; depends upon the tender outcome	

Item 13	Information Management (clause 5.1) To be completed; depends upon the tender outcome
	(i) Principal to specify and/or annex any information that the Contractor must treat as Confidential Information:
	(ii) Contractor to specify any information that the Principal must treat as Confidential Information:
	(iii) Specify if limited disclosure of Confidential Information is permitted by a Party and set out the conditions of disclosure:
Item 14	Intellectual Property (clause 5.2) To be completed; depends upon the tender outcome
	(i) Specify any Deliverables that the Contractor will own (clause 5.2.3):
	(ii) Specify if IP rights in Deliverables shall vest in both the Principal and the Contractor (clause 5.2.3): <i>Annex to the Agreement Details the terms of agreement to apply to share-ownership of the Deliverables.</i>
	(iii) Specify the Principal's rights to use the Contractor's pre-existing IP (clause 5.2.4):
Item 15	Secrecy and Security (clause 6.3)
	Contractor must: Comply with all NSW government and the Principal's Security Requirements in respect of access to, or use or disclosure of, Data including security requirements specified in each the Part-F Sections 1 to 7 of the Statement of Requirements respectively; Prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to Data; and Notify the Principal's Contract Representative immediately and comply with all directions of the Contract Representative if Contractor becomes aware of any contravention of NSW government or the Principal's Data security requirements.
Item 16	Product and Service Warranties (clause 7.1) To be completed; depends upon the tender outcome
	(i) Specify whether Deliverables are new or otherwise (clause 7.1.1(c)):
	(ii) Specify any quality assurance and compliance arrangements required (clause 7.1.2(b)):
Item 17	Compliance with Laws and Standards and Codes (clause 7.4) To be completed
	(i) Specify any codes, policies or guidelines with which the Contractor is to comply:
	(ii) Specify any standards to apply:
Item 18	Credit/Debit Card (clause 7.8) Specify electronic facility that the Principal may use to pay the Contractor:
Item 19	Principal's Materials (clause 7.9) To be completed; depends upon the tender outcome
	(i) Specify Principal's Materials:
	(ii) Specify costs for Principal's Materials:
Item 20	Reports (clause 7.10) Reports are specified in Part – F, Statements of Requirements, Section 1, clauses 17 and 18 as well as Section 7
Item 21	Site Preparation and Maintenance (clause 8.4) Site preparation and maintenance is the sole responsibility of the Contractor.
Item 22	Specified Personnel (clause 9.2) Nominate the key personnel (if any) who are to be dedicated to provide the Deliverables: To be completed; depends upon the tender outcome
Item 23	Subcontractors (clause 9.4)

	(i) Principal is to specify if statutory declaration from subcontractors, substantially in the form of Schedule 4, is required: To be completed; depends upon the tender outcome
	(ii) List of Subcontractors: To be completed; depends upon the tender outcome
Item 24	Delivery (clauses 10.1 and 10.2) To be completed; depends upon the tender outcome Specify for each Module the: (i) Nature of the Deliverable: (ii) Volume of the Deliverable: (iii) Date of delivery: (iv) Site to be delivered to: (v) Hours of delivery: (vi) Delivery costs to be applied:
Item 25	AAD (clause 10.3) To be completed; depends upon the tender outcome If Acceptance Tests are not required, specify if the Actual Acceptance Date (AAD) will occur in five business days or another number of days following the delivery of a Deliverable (clause 10.3.2):
Item 26	Acceptance Testing (clause 10.5) To be completed; depends upon the tender outcome Specify for each Module: (i) If Acceptance Testing is required: (ii) The Party to conduct Acceptance Tests: (iii) Detail to be included in Acceptance Test plan: (iv) The Acceptance Period: (v) Acceptance Notification Period: (vi) The Acceptance Criteria: (vii) The number of hours on each normal working day for the running of the Acceptance Tests: (viii) The commencement date for Acceptance Tests:
Item 27	Documentation (clause 10.6) There is no additional documentation required over and above the Reporting requirements (see items 20 and 30)
Item 28	Escrow (clause 10.8) To be completed; depends upon the tender outcome (i) Specify if an Escrow arrangement is required: (ii) Specify time for Escrow arrangement to endure: (iii) List Escrow Materials:
Item 29	Governance Framework and Management Committee (clause 11.2) To be completed; depends upon the tender outcome

- (i) Specify if clause 11.2 applies and if so, an overview of the desired governance framework:

Clause 11.2 applies

The parties are to agree a governance framework that meets the following:

1. Representatives

- 1.1 Each Party must appoint a contract executive who will have overall responsibility for the relationship between the Parties. Each contract executive will ensure that the relationship is managed effectively, that internal stakeholders are briefed and managed and that any issues which arise are dealt with promptly by the appropriate part of the governance process. The contract executive for the Contractor should be its CEO or COO (or equivalent).
- 1.2 Each Party will have contract managers who will be responsible for the day to day operational management of the Agreement and for facilitation of the relationship. The contract managers are to provide the day to day operational interface between the Parties and should ensure that all issues are resolved appropriately without unnecessary escalation, but escalating those that do.
- 1.3 There is to be regular interaction between appropriate representatives of the Contractor's specialist functions (eg, risk, compliance, internal audit, transition management, transformation management etc) and the Principal's counterpart.

2. Committees

- 2.1 The relationship is to be governed by a number of joint committees, which are to have sub working groups and forums. The joint committees are to meet as often as is necessary with specific focus on relevant areas, such as transition and transformation activities, operational activity, change delivery activity (including projects), activities of the Principal and the like.
- 2.2 The Parties are to establish an overall management committee that will manage the Principal's relationship with the Contractor. The management committee will act as an executive forum and have responsibility for the strategic relationship with the Contractor and for resolving any issues with the Services or the overall relationship.
- 2.3 The management committee will have inputs from the joint committees in order to provide overall oversight of the relationship. The contract managers and other relevant representatives of the Parties are to attend meetings of the management committee.
- 2.4 Meetings of the management committee and the joint committees are to be chaired by the Principal and if they become deadlocked, then the chairperson is to decide the appropriate process for resolution and escalation. The management committee is to provide output for both Parties to use as the basis of escalation and ratification within their respective corporate governance structures.

- (ii) Specify by when the governance framework (including the management committee and its processes) to be established:

- (iii) Specify the persons on the management committee and any additional functions they are to carry out:

Item 30	Progress Reporting (clause 11.3)
	(i) Clause 11.3 applies for all new development and implementation work
	(ii) Nominate Project Manager/Officer for each Party:
Item 31	Contract Review Procedures (clause 11.4)
	(i) Specify if clause 11.4 applies. Review criteria, scope and timeframes are contained in the Statement of Requirements, Sections 1 to 7. The reviews will allow for changes to business processes as results of new system and service implementations as well as changes in customer demand pattern.
	(ii) Specify any specific time intervals for service and performance reviews:
	(iii) Specify any other matters to be reviewed:
Item 32	Site Specification (clause 11.5)
	(i) Clause 11.5 applies.
	(ii) Specify if the Contractor is to provide a Site Specification for the main site(s) as well as any Business Continuity / Contingency sites as part of the approval process for those sites..
Item 33	Implementation Planning Study (clause 11.6)
	(i) Clause 11.6 applies for new development and implementation work only.
	(ii) IPS objectives and time for provision of study depend upon the work and will be agreed on a case by case basis.
Item 34	Project Implementation and Payment Plan (clause 11.7)
	Clause 11.7 applies.
Item 35	Staged Implementation and Right to Terminate (clause 11.8)
	Clause 11.8 applies.
Item 36	Service Level Agreement (clause 11.9)
	Clause 11.9 applies.
Item 37	Time of the Essence (clause 11.10)
	(i) Clause 11.10 does not apply.
	(ii) Due Date for performance and Milestones:
	(iii) Method of calculation of Liquidated Damages (LD's):
	(iv) Number of days LD's are to be applied:
Item 38	Retention of Moneys (clause 11.11)
	(i) This clause only applies to new development and implementation work.
	(ii) Specify percentage of Contract Price is to be retained by the Principal until AAD of a Deliverable: To be completed when the scope of this work is defined.
Item 39	Business Contingency Plan (clause 11.12)
	(i) Clause 11.12 applies and a Draft Plan is included in the Statement of Requirements, Section 6 covering the details below
	(ii) Specify by when BCP to be provided:
	(iii) Specify the BC Services it requires and the period of the services:
	(iv) State the periods that the BCP must be updated by the Contractor:

	(v) Specify the time periods that the Contractor is to test the operability of the BCP:
	(vi) Specify any information to be included in the BCP:

Item 40	Payment (clause 12)
	<p>(i) The Statement of Requirements, Section 7 outlines the mechanism for Pricing and Payments for supplying "Continuity of Service".</p> <p>For "New Service Development" prices will be fixed once a particular Implementation and Planning Study (Item 33) has been completed and the related Project Implementation and Payment Plan (Item 34) has been agreed.</p>
	(ii) To be negotiated, depending upon tender outcome
Item 41	Variations (clause 13) Schedule 12 applies.
Item 42	Termination for Convenience (clause 14.1.2) Specify whether further compensation is payable and amount: To be negotiated, depending upon tender outcome
Item 43	Warranty Period for Deliverables: To be negotiated, depending upon tender outcome
	Module 1 - Hardware Acquisition and Installation: Specify Warranty Period, if greater than 365 days:
	Module 3 - Licensed Software: Specify Warranty Period, if greater than 90 days:
	Module 4 - Development Services: Specify Warranty Period, if greater than 365 days:
	Module 12 - Systems Integration Services: Specify Warranty Period, if greater than 90 days:
Item 44	Notices (clause 1.2) To be completed
	The Principal's contact details and Service Address: (Insert details of Government party)
	Name:
	Address:
	Position:
	Telephone:
	Facsimile:
	The Contractor's contact details and Service Address:
	Name:
	Address:
	Position:
	Telephone:
	Facsimile:

Schedule 2 – Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Principal, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Principal) between the Principal and the Contractor, which constitute this Agreement in this Schedule 2. All such documentation must be itemised in this Schedule 2 and listed below.

To be completed

Schedule 3 – Product and Service List

General:

To be completed. Include details of Products and Services to be provided including all pricing details (GST exclusive, GST component and GST inclusive pricing) in Australian dollars, and specify whether any price variation mechanism is to apply.

Include reference to critical milestones in process (appropriate to each Module), including contracted achievement dates (where appropriate).

Include requirements for acceptance testing to be carried out at each milestone.

Special conditions applicable to Modules agreed between the Parties (refer Item 5, Schedule 1 – Agreement Details):

Module 1 – Hardware Acquisition and Installation

Hardware being supplied (clause 1.2 of Module 1):

Specify the Hardware to be provided

Delivery and installation (clause 2 of Module 1):

- (i) Specify if the Contractor is to install the Hardware
- (ii) Specify if the Contractor is to remove all packing materials
- (iii) Specify if the Contractor is required to demonstrate the use of the Hardware
- (iv) Specify any additional costs for installation and demonstration
- (v) Specify any additional costs for removal of packaging

Integration and Training (clause 3 of Module 1):

- (i) Specify any integration services the Contractor is to carry out
- (ii) Specify any training to be carried out by the Contractor and any additional costs
- (iii) Specify any training materials the Contractor is to provide

Module 2 – Hardware Maintenance Services

Hardware Maintenance Services (clause 1.2 of Module 2):

- (i) Specify the Hardware Maintenance Services to be provided
- (ii) Specify the Hardware that is the subject of the Hardware Maintenance Services

Contract Period (clause 2 of Module 2):

Specify the Contract Period of the Hardware Maintenance Services

Commencement Date (clause 2 of Module 2):

Specify the Commencement Date of the Hardware Maintenance Services

Contract Specifications and SLA (clause 3 of Module 2):

- (i) Annex or reference the Contract Specifications (clause 3.1)
- (ii) Annex or reference the SLA, if any (clause 3.1) – N.B. Include response times in the SLA for rectification of Defects

Site (clause 3.2 of Module 2):

- (i) Specify the Site at which the Hardware Maintenance Services are to be performed
- (ii) Specify any other facilities that the Principal is to provide to enable the Contractor to provide the Hardware Maintenance Services

Preventative Maintenance (clause 4.1 of Module 2):

- (i) Specify the times Preventative Maintenance Services are to be performed, if any
- (ii) Annex or reference if applicable the Preventative Maintenance schedule

Remedial Maintenance (clause 5.1 of Module 2):

- (i) Specify the Remedial Maintenance Services
- (ii) Specify the times Remedial Maintenance Services are to be performed
- (iii) Specify the charge payable for any Remedial Maintenance Services performed outside the maintenance period

Module 3 – Licensed Software**Licensed Software** (clause 1.2 of Module 3):

Specify the Licensed Software to be provided

Licence Period (clause 1.2 of Module 3):

Specify if the Licence is not to be a perpetual licence and specify the term of the Licence

Class of Licence (clause 2.1 of Module 3):

- (i) Specify the Class of Licence
- (ii) Specify the number of copies of the Licensed Software to be provided to the Principal

Licence Rights (clause 4.1 of Module 3):

Specify any additional licence rights that the Contractor must provide to the Principal

Protection and Security of the Licensed Software (clause 6 of Module 3):

Specify if the Principal must maintain records of the location of all copies of the Licensed Software

Updates and New Releases (clause 7 of Module 3):

- (i) Updates and New releases (clause 7.1 of Module 3):
Specify any costs for New Releases
Specify if the Contractor is to supply Updates and New Releases during any Software Support Services and the costs (if any)
- (ii) Training (clause 7.2): Specify any training the Contractor is to provide and the costs (if any) to enable the Principal and its Personnel to operate an Update or New Release
- (iii) Installation (clause 7.4(a)):
Specify any installation costs
Time and materials rates to be listed

- (iv) Additional Software (clause 7.4 (g)):
Specify any additional software that is not an Update or New Release and its cost

Designated Equipment and Location (clause 8 of Module 3):

- (i) Specify if the use of the Licensed Software is restricted to any Designated Equipment
- (ii) Specify if the Licensed Software may only be operated at specific locations

Consequences of termination (clause 10 of Module 3):

- (i) Specify if the Principal is to destroy or return to the Contractor all copies of the Licensed Software and all related Documentation after the termination of the Licence
- (ii) Specify if the use of Licensed Software for archival purposes will be subject to any restrictions

Reverse Engineering (clause 12 of Module 3):

Specify any specific rights the Principal has to reverse assemble or reverse compile the Licensed Software in addition to any rights the Principal may have under the Copyright Act 1968 (Cth)

Module 4 – Development Services

Licensed Software (clause 1.2 of Module 4):

- (i) Specify the Services the Contractor is to perform to develop the Software Solution
- (ii) Annex the implementation planning study (clause 4 of Module 4)
- (iii) Annex the Project Implementation and Payment Plan (PIPP) (clause 5 of Module 4) specifying the Development Services the Contractor is to perform
- (iv) Specify any additional Development Services the Contractor is to perform other than those detailed in the PIPP

Software Solution (clause 1.2 of Module 4):

- (i) Specify the Software Solution or Product to be created by the Contractor for the Principal
- (ii) Specify if the Principal is to own the Software Solution or Product

Designated Operating Environment (clause 1.2 of Module 4):

Specify the Designated Operating Environment in which the Software Solution is designed to be used

Methodology for Software Development Procedure (clause 8 of Module 4):

Specify any additional methodologies, or any other requirements to those specified in clause 8, to be adhered to by the Contractor

Source Code (clause 9 of Module 4):

- (i) Specify if the source code of Software Solution is not to be placed in escrow
- (ii) Specify if the Contractor must deliver to the Principal all the source code for software tools used in the development of the Software Solution required by the Principal to operate and support the Software Solution
- (iii) Specify if the Contractor grants a licence to the Principal to use software tools, object libraries or other devices or methodologies for the purpose of maintaining and enhancing the Software Solution

Updates and New Releases (clause 12 of Module 4):

- (i) Specify any costs for Updates and New Releases
- (ii) Specify if the Contractor is to install Updates and New Releases during any Software Support Services and the costs (if any)
- (iii) Time and Materials rates to be specified

Module 5 – Software Support Services**Software Support Services** (clause 1.2 of Module 5):

- (i) Specify the Software Support Services to be provided including, but not limited to, telephone support, e-mail and fax support, web-based support and on-site support
- (ii) Specify the support period
- (iii) Specify the Support Service Fees
- (iv) Specify Time and Materials rates for additional services
- (v) Specify the Support Software to be supported
- (vi) Annex the SLA (if any) that the Parties have agreed to in relation to the Software Support Services

Designated Equipment (clause 1.2 of Module 5):

Specify the Designated Equipment on which the Supported Software is to be installed and/or used

Contract Period (clause 2 of Module 5):

Specify the period of the Software Support Services

Commencement Date (clause 2 of Module 5):

Specify the Commencement Date of the Software Support Services

Additional Services (clause 3.4 of Module 5):

- (i) Specify any additional services to be provided that are not included in Software Support Services
- (ii) Specify Time and Materials rates

Service Levels (clause 7 of Module 5):

Specify any performance rebates for not meeting Service Levels, or reference any relevant Service Level Agreement provision

Module 6 – IT Personnel**IT Personnel Services** (clause 1.2 of Module 6):

- (i) Specify the IT Personnel Services (*may entail the writing and placement of an advertisement, interviewing and preselection of IT Personnel candidates, forwarding IT Personnel candidate names and CV's, arranging interviews with the Principal, etc*)
- (ii) Specify the IT Personnel to be provided and detail their qualifications and experience

Services (clause 3 of Module 6):

Specify the Services the IT Personnel are to perform

Period of Services (clause 6 of Module 6):

Specify the period of the Services of IT Personnel

Module 7 – Professional Services**Professional Services** (clause 1.2 of Module 7):

Specify the Professional Services

Period of Services (clause 2 of Module 7):

Specify the period of the Professional Services

Commencement Date (clause 2 of Module 7):

Specify the Commencement Date of the Professional Services

Specified Personnel (clause 3 of Module 7):

Specify any Specified Personnel (key) to provide the Professional Services and their roles or responsibilities

Project Implementation and Payment Plan (clause 4 of Module 7):

Annex the Project Implementation and Payment Plan (if any) that has been agreed between the Parties

Module 8 – Data Management**Data Management Services** (clause 1.2 of Module 8):

Specify the Services to be provided by the Contractor in respect of the Principal's Data, which may include Data Cleansing, Data Conversion and Migration and Data Warehousing

Principal's Data (clause 1.2 of Module 8):

Specify the Principal's Data

Period of Services (clause 2 of Module 8):

Specify the period of the Data Services

Commencement Date (clause 2 of Module 8):

Specify the Commencement Date of the Data Services

Data Management Services (clause 3 of Module 8):

Annex or reference (if any) the Contract Specifications and/or SLA

Project Implementation and Payment Plan (clause 4 of Module 8):

Annex or reference the Project Implementation and Payment Plan

Data Cleansing (clause 5 of Module 8):

- (i) Specify if the Contractor must conduct an analysis of the Principal's Data
- (ii) Specify any reports the Contractor is to provide to the Principal which may include a report of the trends within the Principal's business, industry and client base
- (iii) Specify any accuracy or consistency requirements that the Contractor is to meet for the Data Cleansing
- (iv) Specify any tasks or responsibilities the Principal is to perform for the Data Cleansing

Principal's Data for Migration (clause 6 of Module 8):

Specify if the Principal must extract and provide the Principal's Data to the Contractor for Data Migration and Conversion in accordance with the PIPP

Contractor's Tools and Methodologies (clause 8 of Module 8):

Specify if the Contractor is required to provide the Principal with a licence to use tools, object libraries or other devices or methodologies for the purpose of maintaining and enhancing the Data Migration Software

Data Warehousing (clause 10 of Module 8):

- (i) Specify any variations or additional requirements of the Principal in relation to Contractor's Data Warehouse
- (ii) Specify if the Contractor must provide management of the Data Warehouse in accordance with the PIPP

Module 9 – Telecommunications Services**Telecommunications Services** (clause 1.2 of Module 9):

Specify the Telecommunications Services to be provided by the Contractor

Period of Services (clause 2 of Module 9):

Specify the period of the Telecommunications Services

Commencement Date (clause 2 of Module 9):

Specify the Commencement Date of the Telecommunications Services

Location (clause 3 of Module 9):

Specify locations, if any, where the Telecommunications Services are to be provided

Contract Specifications and Service Level Agreement (clause 3.2 of Module 9):

- (i) Annex or reference the Contract Specifications
- (ii) Annex or reference the Service Level Agreement (if any)

Scalability (clause 4 of Module 9):

Specify any adjustments to the capacity, availability and quality of the Telecommunications Services to be provided by the Contractor during the period of service, including the cost thereof

Contract Price (clause 7 of Module 9):

In addition to the price to be paid for the Telecommunications Services, separately identify establishment costs such as installation fees and set up fees

Billing (clause 8 of Module 9):

Billing details:

- (i) Specify the billing period, if other than monthly
- (ii) Specify the format of bill to be delivered
- (iii) Specify the details for any aggregate or consolidated billing

Billing (clause 8 of Module 9) – cont.:

Audits:

Default position for the number of audits the Principal may undertake is once per 6 months...specify the required frequency, if other than this level

Back Billing:

Specify if Back Billing Period is to be greater than 3 months

Benchmarking (clause 13 of Module 9):

- (i) Specify the type of benchmarking of the Telecommunications Services that may be conducted by the Principal
- (ii) Specify remedies available if the Telecommunications Services fail the benchmarking

Module 10 – Web Services**Internet, Filtering and Hosting Services** (clause 1.2 of Module 10):

- (i) Specify the Filtering Services, and the times the Filtering Services are to be performed
- (ii) Specify the Web Services to be provided by the Contractor
- (iii) Specify the Hosting Services to be provided by the Contractor

Period of Web Services (clause 2 of Module 10):

Specify the period of the Web Services

Commencement Date (clause 2 of Module 10):

Specify the Commencement Date of the Web Services

Internet Services (clause 4.1 of Module 10):

Annex or reference the Contract Specifications

Access (clause 4.1 of Module 10):

- (i) Specify if the Principal is not to provide telephone lines, modems, computer hardware and software and all other equipment within the Principal's network necessary to enable Users to access the Internet Services
- (ii) Specify any Remote Access Services the Contractor is to provide

Directory Data (clause 6 of Module 10):

- (i) Include information about the Principal's database of User accounts (the Directory Data)
- (ii) Specify the structure of the levels of User access to the Internet Services required by the Principal

Scalability (clause 7 of Module 10):

Specify any adjustments to the capacity, availability and quality of the Web Services to be provided by the Contractor during the period of Web Services, including the costs of adjustments

Hosting Services (clause 8 of Module 10):

Specify if the Contractor is responsible for content maintenance

Domain Names (clause 9 of Module 10):

Specify if the Contractor is to secure a Domain Name on behalf of the Principal

Intellectual Property Rights (clause 10 of Module 10):

Specify if IP is not to immediately vest in the Principal

Contract Price (clause 13 of Module 10):

In addition to the price to be paid for the Internet Services, separately identify establishment costs such as installation fees and set up fees

Billing (clause 14 of Module 10):

Billing details:

- (i) Specify the billing period, if other than monthly
- (ii) Specify the format of bill to be delivered
- (iii) Specify the details for any aggregate or consolidated billing

Audits:

Default position for the number of audits the Principal may undertake is once per 6 months...specify the required frequency, if other than this level

Back Billing:

Specify if Back Billing Period is to be greater than 3 months

Service Levels (clause 16 of Module 10):

- (i) Annex or reference the SLA's (if any)
- (ii) Specify any Service Level or rectification arrangements not required in the SLA
- (iii) Specify any reports the Contractor is to provide to the Principal in relation to the Service Levels

Benchmarking (clause 17 of Module 10):

- (i) Specify the purpose and scope of the benchmarking of the Web Services that may be conducted by the Principal *(N.B. Such benchmarking reviews may compare the Services and Service Levels against similar services available in the Australian market, to ensure that the Services and Service Levels remain competitive within the industry during the Term of the Agreement)*
- (ii) Specify remedies available if the Web Services fail the benchmarking

Transition (clauses 19 & 20 of Module 10):

- (i) Annex transition plans (if any)
- (ii) Specify any additional transition requirements of the Principal

Module 11 – Managed Services**Managed Services** (clauses 1.2 & 3.1 of Module 11):

Specify the Managed Services the Contractor is to provide

Period of Services (clause 2 of Module 11):

Specify the period of the Managed Services

Commencement Date (clause 2 of Module 11):

Specify the Commencement Date of the Managed Services

Contract Specifications and SLA (clause 3.2 of Module 11):

- (i) Annex or reference the Contract Specifications
- (ii) Annex or reference the SLA
- (iii) Annex or reference the transition in and transition out plans

Other Deliverables to be procured (clause 3.4 of Module 11):

- (i) Specify if the Contractor is to procure any other Deliverables
- (ii) List the Deliverables and indicate if the Contractor is to purchase these Deliverables as a Nominee Purchaser of the Principal or otherwise

Transition In (clause 4 of Module 11):

- (i) Specify additional obligations of the Contractor other than those specified in clause 4, if any
- (ii) Specify the Contractor's obligations regarding the transfer or management of third party contracts
- (iii) Specify any other items to be included in a procedures manual, other than those specified in clause 4(f), if any

Transition Out Plan (clause 7 of Module 11):

Specify the hourly rate (Time and Materials) for the Contractor to provide a transition out plan

Transition Out (clause 8 of Module 11):

Specify if the Contractor is not required to perform the transition out services specified in clause 7 and/or is to provide additional transition out services

Transformation (clause 9 of Module 11)

Specify the Transformation Activities and the Transformation Plan (or how it is to be developed and agreed)

Principal's Equipment (clause 13 of Module 11)

Specify any Existing Equipment and Recommended Equipment

Third Party Software (clause 14 of Module 11)

Specify any Existing Third Party Software and Recommended Third Party Software

Module 12 – Systems Integration Services**Systems Integration Services** (clause 1.2 of Module 12):

- (i) Specify the Systems Integration Services
- (ii) Specify the System the Contractor must provide after it has performed the Systems Integration Services

Period of Systems Integration Services (clause 2 of Module 12):

Specify the period of the Systems Integration Services

Commencement Date (clause 2 of Module 12):

Specify the Commencement Date of the Systems Integration Services

Systems Integration Services (clause 4 of Module 12):

- (i) Specify any additional services the Contractor is to perform that are not described in the Project Implementation and Payment Plan
- (ii) Specify if the Stages in clause 6 are to be varied or are not to be included
- (iii) Specify which Party will complete the Contract Specification for the Systems Integration

Statement of Requirements (clause 4 of Module 12):

Annex or reference the Principal's Statement of Requirements

Implementation Planning Study (clause 5 of Module 12):

Annex the implementation planning study

Project Implementation and Payment Plan (clause 6 of Module 12):

Annex or reference the Project Implementation and Payment Plan

Maintenance of Principal's Materials (clause 7 of Module 12):

Specify if the Contractor is to manage any existing maintenance obligations in respect of the Principal's Materials

System Warranty (clause 9 of Module 12):

Annex or reference the Contract Specifications

Transition Out Plan (clause 10 of Module 12):

Specify the hourly rate (Time and Materials) for the Contractor to provide a transition out plan

Transition Out (clause 11 of Module 12):

Specify if the Contractor is not required to perform the transition out services specified in clause 11 and/or is to provide additional transition out services

Schedule 4 – Statutory Declaration by Subcontractor

Oaths Act (NSW), 1900 Ninth Schedule

I, do solemnly and sincerely declare that to the best of my knowledge and belief:

1. [insert full subcontractor company name and its ACN/ABN] ("the Declarant") has been selected as a subcontractor to, [insert name of the Contractor] ("the Contractor") under an agreement between the [insert name of the Principal] for and on behalf of the Crown in right of the State and the Contractor for the supply of the Deliverables to the Principal ("the Agreement").
2. The Declarant is aware of the terms and conditions as set out in the Agreement.
3. The Declarant offers to sub-contract on terms that:
 - (a) are consistent with the standard terms and conditions of the Agreement; and
 - (b) will enable compliance by the Contractor with clause 9.4 of the Agreement.
4. There are no reasons of which I am aware that prevent a subcontract from being signed and performed in a manner that will allow the satisfactory and timely performance of any relevant Contractor responsibilities under the Agreement.

And I make this solemn declaration, as to the matter aforesaid according to the law in this behalf made, and subject to the punishment by law provided for any willfully false statement in any such declaration.

Declared at

the

day of

20

Before me,

Schedule 5 – Expert Determination Procedure

EXPERT DETERMINATION

- 1 If a Referral Notice is submitted under clause 3.7.2 of the Agreement, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated on the application of either Party by the Chief Executive Officer, Australian Commercial Disputes Centre, of the State.
- 2 The expert nominated must be a lawyer and an information technology expert unless otherwise agreed. The expert must not be:
 - (a) an employee of the Parties;
 - (b) a person who has been connected with this Agreement or has a Conflict of Interest, as the case may be; or
 - (c) a person who the Parties have not been able to agree on.
- 3 When the person to be the expert has been agreed or nominated, the Principal, 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 the determination set out in this Schedule; and
 - (d) any other matter which is relevant to the engagement.
- 4 **Submissions**
- 4.1 **The procedure for submissions to the expert is as follows:**
 - (a) The Party to the Agreement that 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 3.
 - (b) The other Party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
 - (c) The Party referred to in clause 4.1 (a) may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
 - (d) 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.
 - (e) The expert must ignore any submission, response, reply, or comment not made within the time given in this clause 4.1 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
 - (f) 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 request and response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
 - (g) 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.
- 5 **Conference**
- 5.1 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.
- 5.2 The Parties agree that such a conference is considered not to be a hearing that would give anything under this Expert Determination Procedure the character of arbitration.
- 6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.

7 Questions to be determined by the Expert

7.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):

- (a) Is there an event, act or omission that gives the claimant a right to compensation under the Agreement:
 - (i) for damages for breach of the Agreement, or
 - (ii) otherwise in law?
- (b) If so:
 - (i) what is the event, act or omission?
 - (ii) on what date did the event, act or omission occur?
 - (iii) what is the legal right which gives rise to the liability to compensation?
 - (iv) 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?
- (c) In the light of the answers to clause 7.1(a) and (b) of this Expert Determination procedure:
 - (i) What compensation, if any, is due from one Party to the other and when did it fall due?
 - (ii) What interest, if any, is due when the expert determines that compensation?

7.2 The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.

8 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.

9 If the expert determines that one Party must pay the other an amount exceeding the amount specified in Agreement Details (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.

10 Unless a Party has a right to commence litigation under clause 9 of this Schedule:

- (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.

11 Role of Expert

11.1 The expert:

- (a) acts as an expert and not as an arbitrator;
- (b) 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
- (c) 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 3.

11.2 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.

Schedule 6 – Confirmation of Insurances

Insurer:

Contractor: (The Insured)

Re: Agreement for the provision of **[insert Contract title]**

between the Insured and the “Principal” **[insert Principal title]**

It is confirmed that:

1. The Insured has obtained the following policies (the Insurance Policies)
 - (a) A public liability policy to the value of \$AUD
(the Limit of Indemnity) in respect of each claim;
 - (b) A products liability policy to the value of \$AUD
for the total aggregate liability for all claims arising out of the Insured's products
for the period of cover.
 - (c) Professional Indemnity Insurance to the value of \$AUD

Expiry / 20
 - (d) Workers Compensation Insurance
2. The respective rights and interests of the Principal and any sub-contractors of the Insured are noted on the Insurance Policy(ies) 1(a) and 1(b).
3. The Insurer will accept a notice of claim given by the Insured, the Principal or any sub-contractor as being a claim given by all of the insured under insurance policies 1(a) and 1(b).
4. The insurance policies conform with the requirements of clause 4.1 of the Agreement between the Principal and the Insured.

Attach a Certificate of Currency for the policy/ies above.

Specify below any exclusions for the Insurance Policies.

Signature of authorised representative of Insurer/Broker

Print name

Position

Date

Schedule 7 – Financial Security

Deed of Agreement dated the day of 20

Between [insert name of the Principal] ('the Principal')

And [insert name and ACN/ABN] ('the Guarantor')

What is agreed:

1. [insert name of the Contractor and the ACN/ABN] ('Contractor') has agreed to supply Deliverables to the Principal pursuant to a contract ('Agreement'). The following undertaking is given in respect of the Agreement:

The Guarantor unconditionally agrees to pay to the Principal on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of \$ [insert dollar amount]
2. The Guarantor's liability under this Financial Security will be a continuing liability until payment is made up to the maximum aggregate sum or the Principal notifies the Guarantor that this Financial Security is no longer required.
3. This Financial Security shall be governed by and construed in accordance with the laws in force in the State or Territory of the Principal's registered address.
4. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by any other means.
5. The address for services of notice for a party is, in the case of the:

Guarantor

Physical address

Postal address

Phone number

Fax number

Email address

Contractor

Physical address

Postal address

Phone number

Fax number

Email address

Principal

Physical address

Postal address

Phone number

Fax number

Email address

or such other address as a party may notify to the other party in writing from time to time.

6. A notice or other communication under this Schedule is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after three (3) working days;
- (c) sent by post from or to an address outside Australia, after ten (10) working days;
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- (e) sent by electronic mail, the next working day; or
- (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED

Signed for and on behalf of [insert name of Principal]

By [insert name of Principal's representative]

In the presence of: [insert name of witness not a party to this Deed]

Signature of Principal's representative

Signature of Witness

Print name

Print name

The Common Seal of [insert Guarantor's name & ACN/ABN]

was affixed by [authority of the Board of Directors]

in the presence of [insert name of Director/Secretary or other permanent officer]

Signature of Director/Secretary

Signature of Director/Secretary

Print name

Print name

Schedule 8 – Performance Guarantee

Deed of Agreement dated the day of 20

Between [insert name of the Principal] ('the Principal')

And [insert name and ACN/ABN of the Guarantor] ('the Guarantor')

Purpose [insert name and ACN/ABN of the Contractor] ("the Contractor") has agreed to supply Deliverables to the Principal pursuant to the contract ("the Agreement").

The Guarantor agrees to provide the guarantees and indemnities stated below in respect of the Agreement.

What is agreed:

The Guarantor guarantees to the Principal the performance of the obligations undertaken by the Contractor under the Agreement on the following terms and conditions:

1. If the Contractor (unless relieved from the performance of the Agreement by the Principal or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Agreement, the Guarantor will, if required to do so by the Principal, complete or cause to be completed the undertakings contained in the Agreement.
2. If the Contractor commits any breach of its obligations, and the breach is not remedied by the Guarantor as required by clause 1 and the Agreement is then terminated for default, the Guarantor will indemnify the Principal against costs and expenses directly incurred by reason of such default.
3. Where the Guarantor consists of more than one legal person each of those persons agree to be bound jointly and severally by this Deed of Guarantee and the Principal may enforce this Deed of Guarantee against all or any of the persons who constitute the Guarantor.
4. The Guarantor will not be discharged, released or excused from this Deed of Guarantee by an arrangement made between the Contractor and Principal with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
5. The obligations of the Contractor will continue in force and effect until the completion of the undertakings of this Deed of Guarantee by the Guarantor.
6. The obligations and liabilities of the Guarantor under this Deed of Guarantee will not exceed the obligations and liabilities of the Contractor under the Agreement.
7. This Deed of Guarantee will be subject to and construed in accordance with the laws in force in the State or Territory of the Principal's registered address.
8. Where the Contractor has failed to perform under the Agreement, the obligations of the Guarantor will continue even though the Contractor has been dissolved or has been made subject to external administration procedures under Chapter 5 of the Corporations Law or any other law.
9. The rights and obligations under this Guarantee will continue until all obligations of the Contractor under the Agreement have been performed, observed and discharged.
10. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means.

11. The address for services of notice under this schedule for a party is, in the case of the:

Guarantor

Physical address
Postal address
Phone number
Fax number
Email address

Contractor

Physical address
Postal address
Phone number
Fax number
Email address

Principal

Physical address
Postal address
Phone number
Fax number
Email address

Or such other address as a party may notify to the other party in writing from time to time.

12. A notice or other communication is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after three (3) working days;
- (c) sent by post from or to an address outside Australia, after ten (10) working days;
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- (e) sent by electronic mail, the next working day; or
- (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED

Signed for and on behalf of [insert name of Principal]

By [insert name of Principal's representative]

In the presence of: [insert name of witness not a party to this Deed]

Signature of Principal's representative

Signature of Witness

Print name

Print name

The Common Seal of [insert Guarantor's name & ACN/ABN]

was affixed by [authority of the Board of Directors]

in the presence of [insert name of Director/Secretary or other permanent officer]

Signature of Director/Secretary

Signature of Director/Secretary

Print name

Print name

Schedule 9 – Deed of Confidentiality

Deed of Agreement dated the day of 20

Between [insert name of the Government Party] ('the Disclosing Party')

And [insert name and address of Confidant] ('the Confidant')

RECITALS:

- a. In the course of the Confidant supplying certain Deliverables for the Disclosing Party (whether directly or indirectly) pursuant to the Agreement, the Confidant will have access to and may become aware of Confidential Information belonging to or in the possession of the Disclosing Party.
- b. Improper use or disclosure of the Confidential Information would severely damage the Disclosing Party's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the Disclosing Party.
- c. The Disclosing Party requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Disclosing Party's Confidential Information is kept confidential and that the Confidant provides the Deliverables faithfully and without any conflicting interest.
- d. This Deed sets out the terms on which the Confidant will have access to the Confidential Information.

What is agreed:

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals.

2. Interpretation

- 2.1 Definitions In the interpretation of this Deed unless a contrary intention appears the following expressions will have the following meanings:

“**Agreement**” means the agreement between the Principal and the Contractor for the supply of the Deliverables dated [insert date]

“**Confidential Information**” means information that

- (a) is by its nature confidential; or
- (b) is communicated by the discloser to the Confidant as confidential; or
- (c) the Confidant knows or ought to know is confidential; and
- (d) includes but is in no way limited to:
 - (i) the Deliverable;
 - (ii) materials including the financial, the corporate and the commercial information;
 - (iii) any material which relates to the affairs of a third party;
 - (iv) information relating to the strategies, practices and procedures of the State and any information in the Contractor's possession relating to the State public service.

But does not include anything which the Confidant establishes:

- (i) was in the public domain at the time it was received by the Confidant; or
- (ii) entered the public domain after being received by the Confidant,
- (iii) that the Confidential Information was disclosed pursuant to the terms of this Agreement,

unless it entered the public domain due to a breach of confidentiality by the Confidant; or which the Confidant establishes was received by it from another person before or after it was received from the Principal, if the other person did not breach any law or agreement by giving it to the Confidant.

“**Contractor**” means [insert name of Contractor]

“Deliverables” means any product or service and any associated material offered for supply or provided by the Contractor in accordance in the Agreement.

“Express Purpose” means the Confidant performing the obligations under the Agreement.

“Intellectual Property Rights” includes copyright, moral rights, 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.

“Notice” means notice in writing given in accordance with this Deed.

“Principal” has the same meaning as in the Agreement.

“Principal’s Materials” means any documentation, information or material supplied by or on behalf of the Principal.

“Records” includes any information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Agreement.

“State” means the State of **[insert jurisdiction]**.

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 Deed 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 gender.

2.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

3.1 The Confidant must not disclose the Confidential Information to any person without the prior written consent of the Disclosing Party.

3.2 The Disclosing Party may grant or withhold its consent in its discretion.

3.3 If the Disclosing Party grants its consent, it may impose conditions on that consent, including a condition that the Confidant procures the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.

3.4 If the Disclosing Party grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 Despite clause 3.1, the Confidant 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 Disclosing Party or in accordance with this Deed.

3.6 Before disclosing the Confidential Information to a permitted recipient, the Confidant 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.

- 3.7** The Confidential Information must not be copied or reproduced by the Confidant or the permitted recipients without the expressed prior written permission of the Disclosing Party, except as for such copies as may be reasonably required for the purposes of this Deed.
- 3.8** The Disclosing Party may at any time require the Confidant to promptly arrange for the permitted recipients to execute a Deed of Confidentiality substantially in the form of this Deed.
- 3.9** If any person being any director, officer, contractor or employee of the Confidant, who has had access to the Confidential Information in accordance with this clause leaves the service or employ of the Confidant then the Confidant will procure that that person does not do or permit to be done anything which, if done or permitted to be done by the Confidant, would be a breach of the obligations of the Confidant under this Deed.
- 3.10** The requirements of this Deed do not affect the obligation of the Confidant to disclose any Confidential Information where it is required to be disclosed at law.

4. Restriction on use

- 4.1** The Confidant must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Disclosing Party use the Confidential Information for any purpose other than the Express Purpose.
- 4.2** The Confidant must, unless otherwise authorised by the prior written consent of the Disclosing Party:
- (a) treat as confidential and secret all of the Confidential Information which the Confidant has already acquired or will acquire from the Disclosing Party;
 - (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 for a period of 6 years.

6. Rights of the Disclosing Party

- 6.1** Production of Documents
- 6.1.1** The Disclosing Party may demand the delivery up to the Disclosing Party of all documents in the possession or control of the Confidant containing the Confidential Information.
- 6.1.2** The Confidant must immediately comply with a demand under this clause 6.
- 6.1.3** If the Disclosing Party makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose the Disclosing Party 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 Disclosing Party may take legal proceeding against the Confidant 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 Confidant is liable for and agrees to indemnify and keep indemnified the Disclosing Party in respect of any claim, damage, loss, liability, cost, expense, or payment which the Principal suffers or incurs as a result of:
- 7.1.1** a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
- 7.1.2** the disclosure or use of the Confidential Information by the Confidant or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

- 8.1** 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 Disclosing Party 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 Disclosing Party 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 laws of the State 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 Confidant, at the Confidant'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 [name and position of person signing]

for and on behalf of the [insert name of Disclosing Party]

for and on behalf of the Crown in right of the State of [insert name of State]

but not so as to incur any personal liability.

Signature of Disclosing Party

Signature of Witness

Print name

Print name

Signed, sealed and delivered by

Signature of Confidant

In the presence of

Signature of Witness

Print name

Print name

Schedule 10 - Privacy

CONTRACTOR'S PRIVACY OBLIGATIONS

Pursuant to clause 6.2 of the Agreement, the Contractor agrees:

- 1** to use, access, retain or disclose Personal Information obtained during the course of providing the Deliverables under the Agreement only for the purpose for which the Personal Information was acquired;
- 2** not to do any act or engage in any practice that would breach an Information Privacy Principle, or which if done or engaged in by the Principal, would be a breach of that IPP;
- 3** to comply with, carry out and discharge to the maximum extent possible, the obligations contained in the IPP's as if it were the Principal carrying out and discharging those obligations;
- 4** to notify the Principal immediately upon becoming aware of a breach or possible breach of any of the obligations contained in or referred to in this Schedule, whether by the Contractor or its Personnel;
- 5** to notify the individuals affected, that complaints about acts or practices in relation to such individuals' Personal Information may be investigated by the Privacy Commissioner;
- 6** to comply with all reasonable directions of the Principal in relation to the care and protection of Personal Information held in connection with the Agreement and in addition thereto, take all reasonable measures to ensure that such information is protected against loss, unauthorised access or use, modification or disclosure and against other misuse;
- 7** to ensure that any Personnel of the Contractor who is required to deal with the Personal Information for the purposes of the Agreement is made aware of the obligations of the Contractor under this Schedule; and
- 8** to ensure that any other agreement with any Personnel who may be fulfilling a requirement in relation to the Agreement which includes the handling of Personal Information, contains the same or equivalent obligations to this Schedule which are enforceable by the Contractor against the Approved Party or the subcontractor, as applicable.

Schedule 11 – Escrow Agreement

Deed of Agreement dated the day of 20

Between [insert name, and ACN/ABN, if applicable] (in this Agreement called the “Escrow Agent”) of the first part

And [insert name, and ACN/ABN if applicable and the Principal Agreement Number]
(in this Agreement called “the Contractor”) of the second part

And [insert name of Government Party] (in this Agreement referred to as “the Principal”) of the third part

RECITALS:

- a. By Agreement made on the day of20..., the Contractor has agreed to grant a licence to the Principal to use the Licensed Software.
- b. The Contractor and the Principal have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as Escrow Agent and to hold the Source Code for the Licensed Software on the following terms and conditions.

NOW THIS CONTRACT WITNESS:

1. Interpretation

In this Agreement the following words have the following meaning:

“**Agreement**” means the agreement pursuant to which the Contractor has granted a licence to the Principal to use the Licensed Software;

“**Contract Specifications**” has the same meaning as in the Agreement;

“**Defect**” means a defect, error or malfunction in that software such that the Licensed Software does not comply with and cannot be used in accordance with the Contract Specifications;

“**Escrow Fee**” means the fee set out in Attachment 1 of this Schedule;

“**Licensed Software**” means the software specified in Attachment 2 of this Schedule and includes any Update or New Release of that software provided to the Principal under the Agreement and any material related to the Licensed Software such as, but not limited to, flow charts, logic diagrams and listings that the Contractor makes generally commercially available from time to time;

“**New Release**” means software which has been produced primarily to extend, alter or improve the Licensed Software by providing additional functionality or performance enhancement (whether or not Defects in the software are also corrected) while still retaining the original designated purpose of the Licensed Software;

“**Source Code**” means the Licensed Software expressed in human-readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of the Licensed Software and that is deposited with the Escrow Agent in accordance with this Agreement;

“**Supporting Material**” means all of the material and data developed and used in and for the purpose of creating the software including (but not limited to) compiled object code, tapes, operating manuals and other items listed in Attachment 3;

“Update” means software which has been produced primarily to overcome Defects in, or to improve the operation of, the Licensed Software without significantly altering the Contract Specifications whether or not the Licensed Software has also been extended, altered or improved by providing additional functionality or performance enhancement.

1.2 In this Agreement, unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause and subclause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its subclauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) a reference to a clause or subclause is a reference to a clause or subclause of this Agreement;
- (h) a reference to an Attachment is a reference to an Attachment to this Document;
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.3 Where an obligation is imposed on a party under this Agreement, that obligation shall include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

2. Duration

This Agreement is in force until the Source Code is released in accordance with this Agreement or the Agreement is otherwise terminated.

3. Appointment of Escrow Agent

The Escrow Agent is hereby appointed jointly by the Principal and the Contractor and, subject to the terms and conditions of this Agreement, is granted full power and authority to act on behalf of each Party to this Agreement.

4. Contractor's Obligations

4.1 The Contractor shall deliver to, and deposit with, the Escrow Agent one copy of the Source Code and the Supporting Material within 7 days of the date of this Agreement (or time as otherwise agreed).

4.2 The Contractor shall maintain, amend, modify, up-date and enhance the Source Code and Supporting Material at all times and shall ensure that the Source Code and Supporting Material deposited with the Escrow Agent is kept fully up-to date and accurately reflects the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software.

4.3 The Contractor warrants to the Principal that the Source Code is, to the best of the knowledge of the Contractor, free from any virus or program device which would prevent the Licensed Software from performing its desired function or which would prevent or impede a thorough and effective verification thereof.

5. Escrow Agent's Obligations

5.1 The Escrow Agent shall accept custody of the Source Code on the date of delivery in accordance with subclause 4.1 of this Agreement and, subject to the terms and conditions of this Agreement, shall hold the Source Code on behalf of the Principal and the Contractor.

5.2 The Escrow Agent shall take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Source Code while it is in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Source Code and the Supporting Material.

5.3 The Escrow Agent shall bear all risks of loss, theft, destruction of or damage to the Source Code while it is in the Escrow Agent's possession, custody or control where such loss, theft, destruction or damage is caused by negligence default, willful damage or recklessness of the Escrow Agent or its employees or agents.

5.4 If the Source Code is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent shall, at its own expense, obtain from the Contractor a further copy of the Source Code.

5.5 The Escrow Agent is not obliged to determine the nature, completeness or accuracy of the Source Code lodged with it.

6. Escrow Fee and Expenses

6.1 The Principal shall pay the Escrow Fee.

6.2 All expenses and disbursements incurred by the Escrow Agent in connection with this Agreement shall be borne wholly and completely by the Escrow Agent.

6.3 All expenses and disbursements incurred by the Contractor in connection with this Agreement shall be borne wholly and completely by the Contractor.

7. Testing and Verification

7.1 The Principal may, in the presence of and under the supervision of the Contractor, analyse and conduct tests in relation to the Source Code and Supporting Material for verification purposes.

7.2 The Principal may engage an independent assessor to undertake analysis and tests of the Source Code and Supporting Material for verification purposes, on its behalf.

7.3 The Escrow Agent shall release the Source Code and Supporting Material to the independent party upon presentation of a Release form signed by the Principal and the Contractor specifying the material to be released and identifying the person to whom that material may be released.

7.4 The Source Code and Supporting Material released pursuant to clause 7.3 must be returned to the Escrow Agent or its employees or agents.

8. Release of the Source Code and Supporting Material

8.1 The Escrow Agent shall not release, or allow access to, the Source Code and Supporting Material except in accordance with the provisions of this Agreement.

8.2 The Escrow Agent shall release the Source Code to the Principal upon written notice from the Principal that:

- (a) the Contractor has become subject to any form of insolvency administration;
- (b) the Contractor has ceased for any reason to maintain or support the Licensed Software;
- (c) the Principal Agreement has been terminated by the Principal for breach of contract by the Contractor; or
- (d) if this Agreement is terminated.

8.3 Where the Agreement has been terminated by the Contractor or where the Principal has agreed to the release the Escrow Agent shall, upon written request from the Contractor, release the Source Code and Supporting Material to the Contractor.

9. Termination

9.1 The Escrow Agent may, by giving 3 months prior written notice to the Principal and the Contractor, terminate this Agreement subject to the pro-rata refund of any advance payment of the Escrow Fee.

9.2 The Principal and the Contractor may jointly terminate this Agreement immediately if the Escrow Agent:

- (a) has become subject to any form of insolvency administration; or
- (b) is in breach of any obligation under this Agreement so that there is a substantial failure by the Escrow Agent to perform or observe this Agreement.

9.3 If this Agreement is terminated in accordance with this clause while the Agreement remains in force, the Principal and the Contractor shall enter into a new Escrow Agreement on the same terms and conditions as are set out in this Agreement, with an alternative escrow agent who is acceptable to both the Principal and the Contractor.

9.4 The Principal and the Contractor may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this Agreement, however no refund of advance payment of the Escrow Fee will be payable.

10. Confidentiality

10.1 The Escrow Agent shall not, except as permitted by this Agreement, make public or disclose to any person any information about this Agreement or the Source Code.

10.2 The Escrow Agent shall not reproduce, or cause to have reproduced, a copy of the Source Code or any part thereof.

10.3 The obligations under this clause shall survive the termination of this Agreement.

11. Compliance with Laws

The Escrow Agent shall in carrying out this Agreement comply with the provisions of any relevant Statutes, Regulations, By-Laws and the requirements of any Commonwealth, State or local authority.

12. Resolution of Disputes

Any party under this Agreement may notify in writing a dispute in respect of a matter arising under this Agreement. The Parties shall within 7 days of such notice consult to agree a method for resolving the dispute by way of:

- (a) negotiation;
- (b) alternative dispute resolution procedures; or
- (c) arbitration; and shall commence procedures for dispute resolution within a reasonable time of agreeing a method.

13. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws from time to time in force in [insert appropriate jurisdiction].

14. Variation and Waiver

14.1 This Agreement shall not be varied either in law or in equity except by agreement in writing signed by the Escrow Agent, the Principal and the Contractor.

14.2 A waiver by one Party of a breach of a provision of this Agreement by another Party shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Agreement. The failure of a Party to enforce a provision of this Agreement shall not be interpreted to mean that Party no longer regards that provision as binding.

15. Assignment

The Contractor and the Escrow Agent, or either of these, shall not assign, in whole or in part, its benefits under this Agreement without the written consent of the Principal and such consent shall not be unreasonably withheld.

16. Severability

Each provision of this Agreement, and each part of it shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part shall be severed and the remainder shall be read and construed as if the severable part had never existed.

17. Notices

- 17.1** A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means. The address for services of notice for a party is, in the case of the:

Escrow Agent

Physical address

Postal address

Phone number

Fax number

Email address

Contractor

Physical address

Postal address

Phone number

Fax number

Email address

Principal

Physical address

Postal address

Phone number

Fax number

Email address

or such other address as a party may notify to the other party in writing from time to time.

- 17.2** A notice or other communication is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
 - (b) sent by post from and to an address within Australia, after three (3) working days;
 - (c) sent by post from or to an address outside Australia, after ten (10) working days;
 - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
 - (e) sent by electronic mail, only in the event that the other party acknowledges receipt by any means; or
 - (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

EXECUTED AS A DEED**The Common Seal** of [insert Escrow Agent's name & ACN/ABN]

was affixed by [authority of the Board of Directors]

in the presence of [insert name of Director/Secretary or other permanent officer]

Signature of Director/Secretary**Signature of Director/Secretary****Print name****Print name****The Common Seal** of [insert Contractor's name & ACN/ABN]

was affixed by [authority of the Board of Directors]

in the presence of [insert name of Director/Secretary or other permanent officer]

Signature of Director/Secretary**Signature of Director/Secretary****Print name****Print name****Signed** for and on behalf of [insert name of Principal]

By [insert name of Principal's representative]

in the presence of [insert name of witness not a party to this Deed]

Signature of Principal's Representative**Signature of Witness****Print name****Print name**

Escrow Agreement

ATTACHMENT 1

Details of Escrow fees:

Deposit Fee:	<input type="text"/>
Storage Fee:	<input type="text"/>
Retrieval Fee:	<input type="text"/>
Release Fee:	<input type="text"/>
Collection Fee:	<input type="text"/>

Escrow Agreement

ATTACHMENT 2

Details of licensed software to be held in Escrow

Source Code:	<input type="text"/>
Flow Charts:	<input type="text"/>
Diagrams:	<input type="text"/>
Listings:	<input type="text"/>

Escrow Agreement

ATTACHMENT 3

Supporting materials

Insert details of support material relevant to the Licensed Software, for example:

- technical documentation sufficient to allow a competent computer programmer to understand and maintain the version of the software to which the documentation relates.
- relevant maintenance tools and compilers and assemblers (if standard tools, description thereof will suffice) and third party software utilities.
- description of code generation.
- description of third party software required for support and availability thereof.
- identification of key personnel involved with the development of the software.
- operational manuals, listings, flow charts etc.
- details of machine/processor/system configuration.

<input type="text"/>
<input type="text"/>
<input type="text"/>

Schedule 12 – Variation Procedures

1. PROCEDURES

1.1 Each variation request or recommendation must be submitted in a form substantially similar to the form attached to this Schedule.

1.2 For each variation request or recommendation submitted:

- (a) the Government party must evaluate the request or recommendation and, as appropriate:
 - i. request further information;
 - ii. provide an Agreement, Price and performance impact summary including amendments to the terms of the Agreement;
 - iii. notify recommendation to accept or rejection to the other party of the variation;
 - iv. submit the variation to the Principal for its written approval.
- (b) a sequential number to the variation must be allocated by the Parties;
- (c) the variation must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - i. requested;
 - ii. under evaluation;
 - iii. awaiting authorisation;
 - iv. cancelled;
 - v. pending;
 - vi. approved/authorised;
 - vii. expired;
 - viii. in progress;
 - ix. applied;
 - x. delivered;
 - xi. accepted.

1.3 Time limits apply for Contract Variation evaluation and authorisation as follows:

- (a) the Government party or Contractor (as appropriate) will respond to a Contract Variation request or recommendation by providing an evaluation in accordance with paragraph 1.2 of this Schedule within 10 working days of receipt of the request or recommendation; and
- (b) the Contractor must act on the Contract Variation within 7 days of the Contract Variation being approved and signed by the Parties.

1.4 Notwithstanding the foregoing, if after a variation has been approved and signed by both Parties, and the Principal no longer wishes to proceed with the variation, the Principal must:

- (a) notify the Contractor accordingly in writing;
- (b) pay the reasonable costs incurred by the Contractor incidental to implementing the Contract Variation;

and the variation shall thereafter cease to have effect. The Parties shall continue to perform their obligations under the Agreement as if the variation request or recommendation had never been made.

VARIATION REQUEST FORM

Guide Note: If the proposed variation will vary the Agreement terms, specifications or any other documents forming part of the Agreement, draft amendments must be attached.

Variation request no

Date proposed

Date of expiry of validity of variation request

Originator

Variation proposal: *(full details of variation including specifications, document identification, and reason for Variation)*

Clauses affected by variation request: *(Insert amendments to clauses in the Agreement, relevant Schedules including Service Level Agreement) (note that variations to the Agreement Clauses require the Principal's approval)*

Impact of variation: *(Contractor to advise)*

Effect on Charges

Manpower required

Effect of variation on performance

Effect on Documentation

Effect on training

Effect on users of system

Any other matters which the parties require to be considered

The means of Implementing the variation: (Contractor to advise)

Implementation plan and timetable:

Personnel:

The responsibilities of the Parties for implementing the variation

The date the variation is to be ready for Acceptance Testing

Charges payable to the Contractor by the Principal or as varied by variation

Payment Profile: (Charges to apply)

**THE AGREEMENT IS VARIED IN ACCORDANCE
WITH THE TERMS OF THIS CONTRACT VARIATION REQUEST**

The (Principal) hereby endorses its consent to this Variation.

Signed by [name and position of person signing]

for and on behalf of the [insert name of Principal]

in the presence of

Signature of Principal's representative

Signature of Witness

Signed by [name and position of person signing]

for and on behalf of the [insert name of Contractor]

in the presence of

Signature of Contractor

Signature of Witness

Request No

Schedule 13 – Risk Management

FORMAT OF A RISK MANAGEMENT PLAN

- 1 Procurement context
 - 1.1 Description of the procurement
 - 1.2 Identify the procurement environment and stakeholders
 - 1.3 Identify the risk criteria of the procurement
 - 1.4 Plan the key stages of the procurement
- 2 Risk identification
 - 2.1 Identify and schedule potential risks and their impacts
 - 2.2 Risk analysis
 - 2.3 Assess risk likelihood and consequences
 - 2.4 Determine risk levels
- 3 Risk assessment
 - 3.1 Undertake risk priority ranking
 - 3.2 Determine risks to be accepted and monitored
 - 3.3 Identify risks to be treated
- 4 Risk treatment
 - 4.1 Evaluate and select risk treatment options
 - 4.2 Prepare risk treatment plans and implementation strategies
- 5 Ongoing monitoring
 - 5.1 Develop schedule for ongoing review

PART 5 - MODULES

MODULE 01

HARDWARE ACQUISITION AND INSTALLATION

1. INTERPRETATION

1.1 The terms and conditions included in this Module 1 form part of the Agreement and apply to the supply of Hardware.

1.2 In this Module, unless the contrary intention appears:

“Hardware” means the Product specified in the Agreement, and includes each individual item, unit or component of Hardware (including firmware).

“Integration” or **“Integrate”** in respect of the Hardware includes the implementation and setting to work of the Hardware with or within the Principal's system so that it is ready for use by the Principal.

“Warranty Period” means for Hardware, the first 365 days after the AAD or any greater period specified in the Agreement Details.

1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. DELIVERY AND INSTALLATION OF THE HARDWARE

2.1 If specified in the Agreement, the Contractor must install and demonstrate the use of the Hardware in accordance with the Contract Specifications.

2.2 If specified in the Agreement, the Contractor must by the AAD for the Hardware, remove all packing materials used for the delivery of the Hardware to the Site.

3. INTEGRATION AND TRAINING

3.1 The Contractor shall integrate the Hardware and provide training to the Principal as specified in the Agreement.

4. WARRANTY PERIOD

4.1 The Contractor must promptly rectify any Defect that occurs during the Hardware Warranty Period.

5. CONTINUED AVAILABILITY OF HARDWARE

5.1 The Contractor warrants that, for a period of three years commencing on the AAD, it shall:

- (a) continue to supply the Hardware and any associated firmware (including replacements, upgrades or attachments); or
- (b) supply appropriate substitutes for the Hardware if for any reason it is no longer available.

5.2 The Contractor warrants that, for a period of three years commencing on the AAD, it will:

- (a) continue to provide support and spare parts for the Hardware and any associated firmware, or any replacement, upgrade or substitute for the Hardware; and
- (b) if specified in the Agreement, provide training and such other assistance reasonably required by the Principal to enable the Principal to continue to use and maintain the Hardware.

5.3 The Contractor must give a minimum of 6 months notice if after 3 years from the AAD of the Hardware the Contractor intends to cease supplying spare parts for the Hardware, to allow the Principal to purchase spare parts to enable its continued use and maintenance of the Hardware.

MODULE 02

HARDWARE MAINTENANCE SERVICES

1. INTERPRETATION

1.1 The terms and conditions included in this Module 2 form part of the Agreement and apply to the provision of Hardware Maintenance Services.

1.2 In this Module, unless the contrary intention appears:

“Hardware” means the Product and associated firmware specified in the Agreement and includes each individual item, unit or component of Hardware (including firmware).

“Hardware Maintenance Services” means the Services specified in the Agreement in respect of the Hardware and consists of all necessary Preventative Maintenance and/or Remedial Maintenance.

“Preventative Maintenance” means the Services required to be performed on a scheduled basis to ensure the preservation of the Hardware in good operating condition.

“Remedial Maintenance” means the Services required to be performed, whether on-site or off-site, to restore the Hardware to a condition allowing performance in accordance with the Contract Specifications.

1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. PERIOD OF SERVICES

2.1 The Hardware Maintenance Services must be provided for the period of the Agreement unless the Agreement is terminated earlier in accordance with the provisions thereof.

2.2 In relation to Hardware purchased under the Agreement, the Commencement Date in respect of the Hardware Maintenance Services shall not occur until the expiry of any relevant Hardware Warranty Period for that Hardware.

3. HARDWARE MAINTENANCE SERVICES

3.1 The Contractor must provide the Hardware Maintenance Services to a standard that ensures continuity of performance of the Hardware in accordance with the Contract Specifications and/or any performance and availability requirements specified in the Service Level Agreement.

3.2 The Principal will co-operate with the Contractor by providing access to the Site and any other facilities as reasonably necessary to enable the Contractor to provide the Hardware Maintenance Services to the required standard.

3.3 Without limiting any other rights of the Principal, the Contractor will promptly rectify any Defects in the Hardware that occur as a result of the provision of the Hardware Maintenance Services during the Hardware Warranty Period.

4. PREVENTATIVE MAINTENANCE

4.1 If Preventative Maintenance Services are specified in the Agreement, the Contractor must ensure that the Preventative Maintenance:

- (a) is carried out in accordance with a Preventative Maintenance schedule agreed between the Parties;
- (b) is consistent with the Principal's operating requirements and the Contract Specifications; and
- (c) includes, as a minimum, preservation of the Hardware in good operating condition, problem detection, systems checks, replacement of unserviceable parts (excluding consumable items), cleaning and where possible lubrication, and adjustment of mechanical and electro-mechanical devices.

5. REMEDIAL MAINTENANCE

5.1 Where the Contractor is required to provide Remedial Maintenance Services, it must, after being notified of a fault or possible fault in the Hardware, promptly restore the Hardware to good working order and shall, as necessary:

- (a) replace or repair parts;
- (b) comply with any response and rectification times specified in the Agreement or the Service Level Agreement;
- (c) to the extent that it is practical, implement measures to minimise disruption to the Principal's operations during maintenance work and perform the Services at times likely to cause the least possible disruption to the Principal's business and in all cases only by prior arrangement with the Principal; and

comply with any other requirements specified in the Agreement or the Service Level Agreement.

6. SPARES, TEST EQUIPMENT AND DIAGNOSTIC ROUTINES

6.1 The Contractor may store Contractor's Documentation, tools and test equipment at the Site as required for the purposes of the Agreement. The Principal agrees not to use any such material without the Contractor's consent.

6.2 Where the Contractor replaces parts of the Hardware:

- (a) the replacement parts must be new or warranted as new unless otherwise agreed by the Principal;
- (b) the replacement parts become the property of the Principal on installation;
- (c) the components that have been replaced become the property of the Contractor and the Contractor must comply with any directions given by the Principal concerning the protection of the Principal's Confidential Information; and
- (d) the Principal must reimburse the Contractor any reasonable and substantiated costs incurred by the Contractor in complying with any directions given under clause 6.2 (c).

6.3 Interchange of parts between the Hardware and any other equipment for any purpose whatsoever must not be carried out without the prior knowledge and consent of the Principal.

6.4 The replacement of any Hardware component does not modify nor vary any of the Contractor's obligations under the Agreement.

6.5 In addition to any other rights the Principal has under the Agreement any Hardware component that arrives damaged or fails to meet the Contract Specifications must be replaced by the Contractor at the Principal's request if the Principal makes the request within 21 days of delivery to the Principal in accordance with the Agreement. The Hardware Warranty Period for any Hardware component will run from the time the replacement Hardware is delivered to the Principal.

6.6 The Contractor must maintain up-to-date lists of significant spares, Documentation, tools, test plant and engineering diagnostic routines required for the Hardware Maintenance Services and have sufficient replacement parts available to effect the Hardware Maintenance Services in accordance with the Agreement for the period thereof.

6.7 Diagnostic programs designed to check the correct functioning of specified units of Hardware must be run according to the relevant manufacturer's specifications.

6.8 The Contractor warrants that it has all necessary facilities and equipment to perform the Hardware Maintenance Services for the period of the Agreement.

7. ENGINEERING CHANGES

7.1 The Contractor must implement as part of the Hardware Maintenance Services engineering changes and upgrades designed to improve the safety, performance or reliability of the Hardware and the Principal's system described in the Agreement.

7.2 All engineering changes authorised by the manufacturer or supplier and:

- (a) classified by the manufacturer or supplier as mandatory, must be included in the Hardware Maintenance Services and provided to the Principal at no additional cost; or
- (b) classified by the manufacturer or supplier as discretionary, must be implemented as a Contract Variation.

7.3 The Contractor is not liable under this clause 7 for any costs incurred by the Principal, which result directly from the Principal not implementing an engineering change, or upgrade offered to the Principal by the Contractor.

8. MODIFICATION OR ATTACHMENT OF ADDITIONAL EQUIPMENT

8.1 Where the Principal acquires additional equipment for attachment to or use in connection with the Hardware maintained by the Contractor, the Contractor must provide all reasonable assistance and co-operation to the Principal and any alternative supplier in effecting the system interfaces involved.

9. REMOVAL OR SUBSTITUTION OF HARDWARE

9.1 The Principal may for any reason during the period of the Agreement:

- (a) substitute an item of Hardware of the same or similar type to those covered by the Hardware Maintenance Services; or
- (b) withdraw an item of Hardware from the Hardware Maintenance Services; by giving to the Contractor not less than 14 days Notice in Writing.

9.2 Where the Principal exercises its rights under clause 9.1, the Principal shall indemnify the Contractor against all liabilities or expenses which the Contractor has reasonably and properly incurred as a result of the substitution or removal of the Hardware.

10. MOVEMENT OF HARDWARE

10.1 Subject to subclause 10.4, the Principal must give the Contractor at least 30 days Notice in Writing of its intention to relocate from the Site any Hardware being maintained under the Agreement.

10.2 Charges for the Hardware Maintenance Services cease on the day the Hardware is decommissioned for relocation and resume on the day following the recommissioning of the Hardware at the new location.

10.3 Where the Hardware is portable or may be moved without operational dislocation, the Principal may move the Hardware without prior reference to the Contractor without any reduction of the Contractor's obligations under the Agreement. The Contractor is not responsible for any damage that occurs due to such movement. The Principal must inform the Contractor of the new location of the Hardware concerned.

10.4 If the Hardware is not relocated by the Contractor then the Principal must inform the Contractor of the new location of the Hardware and confirm that the operation of the Hardware conforms to the Contract Specifications.

10.5 If the Contractor dispatches any of the Hardware away from the Site for overhaul or repair then, unless otherwise agreed between the Parties, the Contractor must bear all the costs, including those of packing, carriage and insurance that are incurred in the dispatch, overhaul, repair, return and reinstallation of the Hardware.

11. MAINTENANCE RECORDS

11.1 The Contractor must keep full records of its Hardware Maintenance Services and will provide copies of those records to the Principal within four (4) days of a request.

MODULE 03

LICENSED SOFTWARE

1. INTERPRETATION

1.1 The terms and conditions included in this Module 3 form part of the Agreement for the provision of Licensed Software.

1.2 In this Module, unless the contrary intention appears:

“**Class**” means the class of licence applicable to the Licensed Software specified in the Agreement.

“**Designated Equipment**” means the equipment specified in the Agreement upon which the Licensed Software is installed.

“**Licence**” means the licence granted by the Contractor to the Principal in respect of the Licensed Software under the Agreement.

“**Licensed Software**” means the software specified in the Agreement.

“**Licence Period**” means the period of the Licence specified in the Agreement or if no period is specified the Contractor grants to the Principal a perpetual, royalty-free licence to use the Licensed Software from the AAD in accordance with the Agreement.

“**Software Support Services**” means the Services the Contractor agrees to provide for the Licensed Software, where Module 5 forms part of this Agreement.

“**Warranty Period**” means for Licensed Software, the first 90 days after the AAD or any greater period specified in the Agreement Details.

1.2 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. SCOPE OF LICENCE

2.1 The Contractor grants to the Principal a non-exclusive Licence of the Class specified in the Agreement to use the Licensed Software on the Designated Equipment (if any) in machine-readable form together with the Documentation for the Licence Period.

2.2 Subject to clause 4.1(f) the Licence granted to the Principal is non transferable.

3. CONTRACTOR'S RIGHTS IN THE LICENSED SOFTWARE

3.1 The Principal acknowledges that ownership in the Licensed Software does not pass to the Principal and the Principal may use the Licensed Software only in accordance with the Agreement.

3.2 The Principal agrees that it will not:

- (a) use the Licensed Software contrary to the provisions of clauses 4, 6, or 12 of this Module; or
- (b) do anything that would prejudice the Contractor's right, title or interest in the Licensed Software except in accordance with its rights under the Agreement.

4. LICENCE RIGHTS

4.1 Unless otherwise specified in the Agreement, the Contractor grants the Principal a non-exclusive licence to:

- (a) install the Licensed Software without affecting any applicable warranty provided by the Contractor under the Agreement;
- (b) carry out Acceptance Tests in respect of the Licensed Software;
- (c) use and adapt to the extent reasonably necessary and reproduce the Licensed Software to the extent permitted under the Copyright Act (Cth) 1968 ("the Act"), including but not limited to rights granted to the Principal under sections 47B(3) and sections 47C, 47D, 47E or 47F of the Act. Any provision which is inconsistent with any such subsection or section of the Act will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections;
- (d) use the Documentation supplied by the Contractor in support of the Principal's use of the Licensed Software;
- (e) make such number of copies of the Licensed Software as are reasonably required for:
 - (i) operational use, backup and security; or
 - (ii) in-house educational and training purposes; and
- (f) transfer the Licence to another agency within the same tier of government as the Principal, subject to giving prior written notice to the Contractor and to the other agency consenting to the terms of the Agreement.

5. WARRANTY PERIOD

5.1 Without limiting any other rights of the Principal, the Contractor must promptly rectify any Defect in the Licensed Software that occurs during the Warranty Period in accordance with clause 7.2 of Part 2 of the Agreement.

6. PROTECTION AND SECURITY OF THE LICENSED SOFTWARE

6.1 The Principal will:

- (a) if and to the extent required by the Order, maintain records of the location of all copies of the Licensed Software;
- (b) refrain from altering or removing a copyright statement or other notice of ownership of Intellectual Property rights which accompanies the Licensed Software; and

ensure that, prior to the disposal of any media, any Licensed Software contained on it has been erased or destroyed.

6.2 The Principal will upon reasonable written notice from the Contractor allow the Contractor to make investigations in any reasonable manner to verify the Principal's compliance with the Licence.

7. UPDATES AND NEW RELEASES

7.1 The Contractor must offer the Principal all Updates to and New Releases of the Licensed Software during the Licence Period. The Contractor warrants that the Update or New Release is capable of providing the function and performance specified in the Contract Specifications

- 7.2** The Contractor must provide training at the costs set out in the Order to enable the Principal including its Personnel, to operate the Update or New Release on the Designated Equipment.
- 7.3** The Principal is to notify the Contractor if it rejects the offer by the Contractor, of an Update or New Release. The Contractor must continue to maintain the version of the Licensed Software which the Principal is using until the expiry of 18 months (or such other period agreed in writing between the Parties) from the date of the formal rejection of the Update or New Release by the Principal provided that the Principal continues to possess a valid licence for that version of the Licensed Software.
- 7.4** If the Principal accepts the Update or New Release:
- (a) the Contractor if requested by the Principal shall install an Update or New Release of the Licensed Software, co-ordinating and scheduling such installation with the Principal. The cost of such installation services (if any) will be on a Time and Materials basis;
 - (b) the Contract Specifications of the Licensed Software will be deemed to be amended to the extent that the specifications for the Update or New Release supersede the existing Contract Specifications;
 - (c) the Principal must upon request return to the Contractor all copies of the original Licensed Software or the part that has been superseded by the Update or New Release or otherwise deal with all such copies in accordance with the Contractor's directions;
 - (d) the Contractor must offer to the Principal Updates for the Licensed Software including any enhancements or modifications to the Licensed Software as they become available at no additional charge;
 - (e) the Contractor must offer to the Principal New Releases for the Licensed Software including for any enhancements or modifications to the Licensed Software as they become available at no charge where the Contractor makes such New Releases generally available to other customers under similar circumstances at no charge; and where there is a charge, the charges shall be as specified in the Agreement;
 - (f) the Contractor must offer to the Principal any Updates or New Releases as they become available for Licensed Software during any Software Support Services that it provides to the Principal for the Licensed Software; and
 - (g) the Contractor must specify in the Agreement any additional software that it considers does not fall within an Update or New Release and which it intends to charge the Principal for during the period of the Agreement.

8. CHANGE OF DESIGNATED EQUIPMENT

- 8.1** If use of the Licensed Software is specified in the Agreement to be restricted to use on Designated Equipment, the Principal may:
- (a) by way of Change Request, transfer the Licensed Software to alternative equipment of substantially the same purpose, capacity and performance standards; and
 - (b) use the Licensed Software on any back-up hardware while the Designated Equipment is for any reason temporarily inoperable.
- 8.2** If the Principal requires the Contractor to assist with the transfer of the Licensed Software, then a Change Request is to be raised.

9. TERMINATION

- 9.1** The Principal may terminate the Licence for convenience by providing the Contractor with 30 days prior Notice in Writing of its intention to terminate the Licence, in which case no refund will be available.

- 9.2** Unless earlier terminated in accordance with the Agreement or otherwise surrendered by the Principal, the Licence remains in force for the duration of the Licence Period.

10. CONSEQUENCES OF TERMINATION OF LICENCE

- 10.1** If specified in the Agreement, the Principal will after termination of the Licence destroy or return to the Contractor all copies of the Licensed Software and all related Documentation, save that the Principal may retain a copy of the Licensed Software and its related Documentation as may be reasonably required by the Principal to comply with any relevant Statutory Requirements.
- 10.2** The Principal's obligation to make any payments under the Agreement for use of the Licensed Software shall cease after the date of termination or revocation of the Licence.

11. NEW LICENCE

- 11.1** Where the Principal wishes to terminate the Licence and
- (a) convert to a different Class of Licence that is offered by the Contractor in respect of the Licensed Software; and
 - (b) the Contract Price agreed for the new Licence is equal to or greater than the Contract Price that applies to the terminated Licence; the Parties will establish a new Contract and the Contractor shall allow the Principal to set-off against the new Licence the amount that is payable for the balance of the Licence Period by the Principal in respect of the new Licence, an amount that, on a pro-rata basis, is attributable to the balance of the Licence Period.

12. REVERSE ENGINEERING

- 12.1** Subject to the Agreement, the Principal shall not, in contravention of the Copyright Act 1968 (Cth), reverse assemble or reverse compile the Licensed Software in whole or in part.

MODULE 04

DEVELOPMENT SERVICES

1. INTERPRETATION

1.1.1 The terms and conditions included in this Module form part of the Agreement and apply for the provision of Development Services.

1.2 In this Module, unless the contrary intention appears:

“**Data Dictionary**” means a reference tool that describes each data item that may include field names, number of characters, data type, number of decimal places, or a description of the purpose of each field of data.

“**Designated Operating Environment**” means the particular operating environment specified in the Agreement in which the Software Solution is designed to be used.

“**Design Specification**” means the specification to be provided in accordance with clause 7.

“**Development Services**” means the Services specified in the Agreement and provided by the Contractor to develop the Software Solution.

“**Quality Assurance**” means a set of processes and procedures used to ensure that the Software Solution meets specified criteria with respect to quality.

“**Software Solution**” means the software solution or Product specified in the Agreement to be created by the Contractor for the Principal.

“**Software Support Services**” means the Services the Contractor agrees to provide for the Software Solution, where Module 5 forms part of this Agreement.

“**User**” means a person who may use the Products and/or Services for the purpose of performing their work.

“**Warranty Period**” means for the Software Solution, the first 365 days after the AAD or any greater period specified in the Agreement Details.

1.2 Other capitalised words and expressions used in this Module are contained in Part 3 of the Agreement.

2. PERIOD OF SERVICES

2.1 The Development Services must be provided for the period of the Agreement unless the Agreement is earlier terminated in accordance with the provisions thereof.

3. DEVELOPMENT SERVICES

3.1 The Contractor must provide the Development Services in accordance with the Agreement.

4. IMPLEMENTATION PLANNING STUDY

- 4.1 The Contractor shall prepare an implementation planning study in accordance with clause 11.6 of Part 2 of the Agreement.

5. PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 5.1 The Contractor must prior to performing the Development Services prepare a PIPP for the approval of the Principal, which when approved will form part of the Contract Specifications.
- 5.2 Without limiting the effect of clause 5.1, the Contractor must perform the Development Services at the times and in the manner set out in the PIPP.
- 5.3 A Party may periodically review the PIPP. A Party must not unreasonably refuse a Change Request for an adjustment to the PIPP.

6. SCOPE AND INCLUSIONS

- 6.1 The Contractor must in accordance with the PIPP implement all activities set out in the PIPP for the performance of the Development Services and perform any other Services specified in the Agreement.

- 6.2 The PIPP for the Development Services may include but is not limited to the following Stages:

- (a) assessment and definition of the:
 - (i) Principal's existing system or the Designated Operating Environment, if necessary;
 - (ii) Principal's goals, requirements and expectations in respect of the Software Solution which shall include a statement of:
 - (A) the Contractor's understanding of the Principal's and/or User's experience and requirements in relation to the Software Solution;
 - (B) the objectives to be met by the Contractor; and
 - (C) the scope of the Software Solution;
 - (iii) required Deliverables;
 - (iv) resources required (including any resources to be made available by the Principal); and
 - (v) complexity of the project;
- (b) a feasibility study in which the Contractor makes the determination (and includes any appropriate recommendations) as to whether the Contractor's Development Services proposals are capable of meeting Principal and/or User's needs and expectations taking into account budgetary, operational, technical and time considerations;
- (c) development of a strategy for the creation of the Software Solution that is appropriate for the Principal's needs and its User population covering all appropriate planning and timetabling issues associated with the Development Services including:
 - (i) identification of the Services to be performed;
 - (ii) identification and procurement of necessary Products;
 - (iii) allocation of responsibilities within each Party's organisation;
 - (iv) staging of the project;
 - (v) development of a Milestones and payment schedule; and
 - (vi) implementation of the Services;
- (d) Development of a Design Specification for the Software Solution which shall be completed and approved in accordance with clause 7;
- (e) Development of the Software Solution (including prototyping if applicable) in accordance with the methodology in clause 8;
- (f) Testing and acceptance of the Software Solution in accordance with clause 10.5 of Part 2 of the Agreement.

7. DESIGN SPECIFICATION

- 7.1** The Contractor must prepare a written Design Specification for the Software Solution by the date specified in the PIPP.
- 7.2** The Contractor agrees that the Design Specification for the Software Solution must:
- (a) be based on and be consistent with the Contract Specifications; and
 - (b) enable the Software Solution to be installed in the Designated Operating Environment.
- 7.3** The Design Specification must provide a detailed technical explanation of how the Software Solution will provide the functions specified in the Contract Specifications, including, as applicable, details of processes, visual displays, screen layouts, system flowcharts, user interfaces, data flow diagrams, estimates of transaction and data volumes, prototypes and any associated Data Dictionary.
- 7.4** The Contractor must keep the Principal informed at all stages while the Design Specification is being prepared so that the Principal will have a reasonable knowledge of the content of the Design Specification by the time the Design Specification is delivered by the Contractor for approval.
- 7.5** If the Principal has any objection to the Design Specification provided by the Contractor it must notify the Contractor promptly of any alterations it reasonably requires. The Contractor must not unreasonably refuse to amend the Design Specification to take account of the Principal's reasonable requirements.
- 7.6** The Design Specification will, when approved by the Principal become part of the Contract Specifications.
- 7.7** The Contractor acknowledges that the Principal is relying on the Contractor's expertise in preparing the Design Specification.

8. METHODOLOGY

- 8.1** The Contractor's methodology for the development of the Software Solution must as a minimum:
- (a) identify and control software components of, and changes to, the Software Solution to maintain the integrity and traceability of the Software Solution at all stages of the development;
 - (b) ensure concurrent control, development and supply of Documentation relating to the Software Solution;
 - (c) control the issue of development revisions of the Software Solution and associated Documentation;
 - (d) identify the extent of the performance of the Contractor in accordance with the Contract Specifications;
 - (e) ensure that the Software Solution is developed and documented in a way which would enable future modification without further reference to the Contractor;
 - (f) reference and document procedures for corrective action in respect of the Software Solution and associated Documentation prior to acceptance including:
 - (i) adoption of a system to report problems and deficiencies;
 - (ii) examination of problem and deficiency reports to determine their causes, and to prepare corrective measures;
 - (iii) analysis of deficiency trends, to ensure the Software Solution conforms to the Contract Specifications;
 - (iv) review of corrective measures, to determine their effectiveness; and
 - (v) provision for ensuring that timely corrective action is taken by reviewing deficiencies and tracking their clearance;

- (g) include a Quality Assurance and reporting program that is carried out through each stage of the design and development of the Software Solution and involves continually monitoring and assessing the quality of the Software Solution against criteria set out in the Contract Specifications; and
- (h) adhere to any other requirements specified in the Agreement.

9. SOURCE CODE

- 9.1** Where the Agreement states that ownership of the Software Solution is to be retained by the Contractor, the Contractor agrees to enter into an escrow arrangement, at the request and expense of the Principal, substantially in the form specified in Schedule 11, unless it is expressly stated in the Agreement that the source code is not to be placed in escrow.
- 9.2** Where the Agreement states that ownership of the Software Solution is to pass to the Principal, the Contractor must deliver or ensure the delivery of:
- (a) the Software Solution source code suitable for compilation together with Documentation to enable the Principal to amend the source code if necessary; and
 - (b) if specified in the Agreement, all source code for software tools used in the development of the Software Solution where such software tools are required for the Principal to operate and support the Software Solution.
- 9.3** The source code must be provided in a format and on a medium, which is suitable for compilation and use in the Designated Operating Environment.
- 9.4** Interim copies of the source code must be delivered by the Contractor to the Principal at the times specified in the PIPP or at any time upon request by the Principal.
- 9.5** The Contractor agrees to inform the Principal as to the purpose and use of the software tools, object libraries or other devices or methodologies owned by the Contractor or any other party, in the production of the Software Solution.
- 9.6** If the software tools, object libraries or other devices or methodologies are required to maintain or enhance the Software Solution, the Contractor must at the Principal's request grant a licence, as specified in the Agreement, to the Principal to use those devices for the purpose of maintaining and enhancing the Software Solution.

10. USE PRIOR TO ACCEPTANCE

- 10.1** The Principal may not use the Software Solution for its business purposes without prior notification to and consent of the Contractor prior to completion of Acceptance Tests.

11. WARRANTY PERIOD FOR THE SOFTWARE SOLUTION

- 11.1** The Contractor will promptly rectify any Defect in the Software Solution that occurs during the Warranty Period.

12. UPDATES AND NEW RELEASES

- 12.1** The Contractor must make as they become available Updates and New Releases for Developed Software for the costs (if any) specified in the Agreement. Where there is a cost, the charges shall be on a Time and Materials basis.
- 12.2** The Contractor if requested by the Principal shall install an Update or New Release of the Developed Software, coordinating and scheduling such installation with the Principal. The cost of such installation services (if any) will be on a Time and Materials basis.
- 12.3** If requested to do so by the Principal, the Contractor must:
- (a) demonstrate the extent to which the Update or New Release is capable of providing the function and performance specified in the Contract Specifications; and
 - (b) provide training at the costs set out in the Agreement to enable the Principal including its Personnel, to operate the Update or New Release on the Designated Equipment.

- 12.4** The Principal is not obliged to accept an Update or New Release offered by the Contractor pursuant to this clause 12.
- 12.5** The Principal is to notify the Contractor if it rejects the offer by the Contractor of an Update or New Release. The Contractor must continue to maintain the version of the Developed Software which the Principal is using until the expiry of 18 months (or such other period agreed in writing between the Parties) from the date of the formal rejection of the Update or New Release by the Principal.
- 12.6** If the Principal accepts the Update or New Release:
- (a) the Contractor must deliver and if required by the Principal install the Update or New Release at no additional charge to the Principal;
 - (b) the Contract Specifications will be deemed to be amended to the extent that the specifications for the Update or New Release supersede the existing Contract Specifications.
- 12.7** The Contractor shall provide any Updates or New Releases as they become available for Developed Software during any Software Support Services that it provides to the Principal.

13. CONTRACTOR'S WARRANTIES

- 13.1** The Contractor warrants that it will comply with all licensing terms and conditions regulating the use of any software or development tools in providing the Development Services.
- 13.2** Where the ownership of the Software Solution passes to the Principal, the Contractor warrants that it will:
- (a) neither permit or tolerate the making of any copies of the Software Solution without first obtaining the Principal's consent;
 - (b) institute measures within the Contractor's organisation to prevent the making or use of unauthorised copies of the Software Solution which must include detection measures to verify compliance and appropriate disciplinary action against the Contractors' Personnel for the contravention of these measures; and
 - (c) inform its Personnel of their legal responsibilities in relation to the protection and use of the Software Solution.

MODULE 05

SOFTWARE SUPPORT SERVICES

1. INTERPRETATION

1.1 The terms and conditions included in this Module form part of the Agreement and apply for the provision of Software Support Services.

1.2 In this Module, unless the contrary intention appears:

“Designated Equipment” means the equipment specified in the Agreement upon which the Supported Software is to be installed and/or used.

“Problem Log” means a brief description of a Defect in a chronological record.

“Service Levels” means the performance metrics, indicators and adjustments for the Software Support Services specified in the Service Level Agreement.

“Software Support Services” means the Services specified in the Agreement that the Contractor agrees to provide in respect of the Supported Software.

“Supported Software” means the software specified in the Agreement to be supported by the Contractor including any Updates, New Releases, modifications, enhancements and any material relating to the Supported Software such as, but not limited to, Documentation, flow charts, logic diagrams and listings.

“Support Service Fees” means the fees payable to the Contractor for supplying the Support Services to the Principal's Site(s) specified in the Agreement, which may be on a monthly, quarterly or yearly basis or any other term that is specified in the Agreement.

“Work-around Solution” means the workaround solution proposed by the Contractor as an interim procedure or alternative that will enable the Principal to continue operations until a Defect has been corrected.

1.2 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. PERIOD OF SERVICES

2.1 The Software Support Services must be provided for the period of the Agreement unless earlier terminated in accordance with the provisions thereof. The Software Support Services shall commence at the expiry of the relevant Warranty Period for the Supported Software unless otherwise stipulated to the contrary in the Agreement. Defect correction and the implementation of Updates and New Releases will be provided free of charge during the Warranty Period unless otherwise specified in the Agreement.

3. SOFTWARE SUPPORT SERVICES

3.1 The Contractor must provide the Software Support Services in accordance with the Agreement.

- 3.2** The Contractor agrees that the Software Support Services must as a minimum ensure that the:
- (a) Supported Software conform to and perform in accordance with the Contract Specifications;
 - (b) Supported Software performs in accordance with the Service Levels; and
 - (c) Documentation is provided in accordance with the Agreement.
- 3.3** Software Support Services do not include correction of:
- (a) Defects or errors caused by the operation of the Supported Software or the Designated Equipment in a manner contrary to the Contract Specifications;
 - (b) Defects or errors caused by modifications or alterations of the Supported Software not authorised by the Contractor;
 - (c) Defects or errors caused by equipment maintenance not provided by the Contractor;
 - (d) Defects or errors caused by computer programs other than the Supported Software; and
 - (e) Data Correction.
- 3.4** Any additional services provided that are not included in Software Support Services supplied by the Contractor may be supplied on a Time and Materials basis.

4. PRINCIPAL'S OBLIGATIONS

- 4.1** The Principal must, if practicable, provide the Contractor with:
- (a) access to the Principal's premises during normal working hours or as otherwise agreed as is necessary for the Contractor to supply the Software Support Services; and
 - (b) information, in the Principal's possession or control that the Contractor reasonably requires to supply Software Support Services.

5. DEFECTS

- 5.1** If the Principal identifies and notifies the Contractor of a Defect in the Supported Software during the period of the Agreement, the Contractor will as soon as possible (and, where relevant, within the Service Levels) remedy the defect.
- 5.2** To remedy the Defect, the Contractor shall, before the response times and/or resolution times referred to in the Service Levels have expired, take such measures as are appropriate in all the circumstances (including a Work-around Solution) to enable the Principal to continue to productively use the Supported Software.
- 5.3** All Software Support Services carried out or supplied by the Contractor pursuant to clause 3.1 are warranted to the same extent as the Supported Software from the date the work was completed or the part was replaced as the case may be.

6. DEFECT LOGGING

- 6.1** On receipt of notice of a Defect by the Principal under clause 5.1, the Contractor must assign an identification number to the Defect, which will be used by the Parties to identify the Defect.
- 6.2** The Contractor must maintain an accurate Problem Log for the period of the Software Support Services of all reported Defects and provide the Principal with a call tracking number for problem identification and follow-up.

7. SERVICE LEVELS

- 7.1 If the Contractor does not achieve the required minimum Service Levels, then the Principal shall be entitled to any performance rebates specified in the Service Level Agreement or the Agreement.
- 7.2 The Principal may conduct a review of the Service Levels targets on an annual basis or as otherwise agreed by the Parties in writing during the Agreement. The Contractor must not unreasonably refuse to agree to a Change Request to the Service Levels.

8. TRANSITION

- 8.1 On termination and/or expiry of the Support Services, the Contractor must render any reasonable assistance to the Principal on the same terms as the Agreement to the extent necessary to effect an orderly assumption by a replacement contractor of the performance of the Contractor's obligations under the Agreement.

MODULE 06

IT PERSONNEL

1. INTERPRETATION

- 1.1** The terms and conditions included in this Module form part of the Agreement and apply for the provision of IT Personnel Services.
- 1.2** In this Module, unless the contrary intention appears:
“IT Personnel” means IT personnel supplied by the Contractor.
“IT Personnel Services” means the service of providing IT Personnel by the Contractor, as specified in the Agreement.
- 1.3** Other capitalised words and expressions used in this Module are contained in Part 3 of the Agreement.

2. ENGAGEMENT

- 2.1** The Contractor agrees to supply IT Personnel Services to the Principal in accordance with the Agreement.

3. IT PERSONNEL SERVICES

- 3.1** The Contractor shall supply suitably qualified IT Personnel to perform the Services required by the Principal. The Contractor is responsible for ensuring the suitability and capability of any IT Personnel.
- 3.2** The Contractor shall ensure that all IT Personnel comply with any directions of the Principal as to the nature and scope of the Services, including working during normal working hours of the Principal, unless otherwise notified by the Principal.

4. SALARIES AND WAGES

- 4.1** The Contractor undertakes to comply with all legislative, regulatory and other government requirements for itself and any IT Personnel, including in relation to workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, annual leave, long service leave and sick leave, and the Contractor acknowledges that it is solely responsible for these obligations.
- 4.2** The Contractor agrees to indemnify the Principal in relation to all expenses relating to the employment of any IT Personnel.
- 4.3** The Contractor agrees that the IT Personnel supplied by the Contractor to the Principal will not be taken to be nor will they represent that they are, the employees, officers and/or agents of the Principal.

5. VARIATION OF SERVICES

- 5.1 The Principal may request a variation within the general scope of the Services to be performed by the IT Personnel by way of a Change Request.

6. PERIOD OF SERVICES

- 6.1 The Contractor warrants that the IT Personnel shall provide the Services for the period specified in the Agreement unless terminated earlier in accordance with clause 14.

7. PRICE

- 7.1 In respect of the supply of IT Personnel Services by the Contractor, the applicable hourly rate (Rates) of the IT Personnel shall be set out in Schedule 3 or otherwise as specified in the Agreement.

8. CORRECTLY RENDERED INVOICE

- 8.1 For the performance of Services the Contractor shall provide to the Principal a Correctly Rendered Invoice that:

- (a) states the applicable Order number, identifies the Services performed, the name of any IT Personnel involved, and hours worked by the IT Personnel; and
- (b) is supported by records of time spent by the IT Personnel performing the Services.

- 8.2 Payment of the Price for the supply of the IT Personnel shall be subject to the satisfactory performance of the IT Personnel of the Services in accordance with the Agreement, the failure of which may be disputed by the Principal in accordance with clause 12.2.4, Part 2 of the Agreement.

- 8.3 The Principal shall pay the amount due to the Contractor within 30 days of receipt of a Correctly Rendered Invoice.

9. INTERESTS OF THE PRINCIPAL

- 9.1 The Contractor must ensure that the IT Personnel supplied to perform the Services shall use their best endeavours to promote the interests and welfare of the Principal.

10. PRINCIPAL'S OBLIGATIONS

- 10.1 The Principal shall, where relevant, ensure that the IT Personnel have full and safe access to the Principal's premises, a safe system of work and any necessary equipment, materials and information to provide the Services.

11. DISCLOSURE BY CONTRACTOR

- 11.1 The Contractor shall promptly disclose in writing to the Principal any matters materially affecting the IT Personnel's ability to perform any of its obligations under the Agreement, including:

- (a) the existence of any breach or default or alleged breach or default of any agreement, order or award binding upon the Contractor; and
- (b) matters relating to the commercial, technical or financial capacity of the Contractor or of any IT Personnel.

12. CONFIDENTIALITY

- 12.1 The Contractor shall take all reasonable steps to ensure that the IT Personnel do not make public or disclose the Principal's Confidential Information or use such Confidential Information other than for the purposes of performing the Services.

- 12.2 The Principal may at any time notify the Contractor to require any IT Personnel to execute a Deed of Confidentiality substantially in the form of Schedule 9 of the Agreement relating to the Principal's Confidential Information.

- 12.3** The Contractor shall agree for such a Deed of Confidentiality to be executed promptly, except where:
- a) it can shown to the Principal's satisfaction that the Contractor has entered into deeds of employment with the IT Personnel which include substantially the same confidentiality arrangements as contained in Schedule 9 of the Agreement; and
 - b) the Contractor has delivered to the Principal a copy of the relevant deeds of employment binding the IT Personnel.

13. INDEMNITY

- 13.1** The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Principal and its 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:
- (a) any breach by the IT Personnel of the Deeds of Confidentiality required by the Principal to be entered into by the IT Personnel;
 - (b) any proceedings brought by the Contractor or any IT Personnel for the purpose of changing the Contractor's or the IT Personnel's status to that of employee of the Principal; and
 - (c) any proceedings brought by any IT Personnel against the Principal related to the termination of the Services.

14. TERMINATION

- 14.1** The Principal may instruct the Contractor to terminate the supply of IT Personnel Services by the Contractor by giving 5 business days Notice in Writing to the Contractor (Notice Period).
- 14.2** Notwithstanding any other provision in the Agreement, the Contractor acknowledges and agrees that the Principal's obligations to make any payments under the Agreement for the provision of the IT Personnel or any associated costs related to the provision of the IT Personnel Services shall cease after expiry of the above Notice Period.

MODULE 07

PROFESSIONAL SERVICES

1 INTERPRETATION

- 1.1** The terms and conditions included in this Module form part of the Agreement and apply for the provision of Professional Services.
- 1.2** In this Module, unless the contrary intention appears:

“Professional Services” means the Services specified in the Agreement to be supplied by the Contractor to the Principal.
- 1.3** Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. PERIOD OF SERVICES

- 2.1** The Professional Services shall be provided for the period of the Agreement.

3. PROFESSIONAL SERVICES

- 3.1** The Contractor must provide the Professional Services in accordance with the Agreement.
- 3.2** Unless otherwise specified in the Agreement and in addition to the requirements of clause 9.2, Part 2 of the Agreement, the Contractor must ensure that the Specified Personnel must not, during the period of the Professional Services, be engaged on any work other than the Professional Services, without the consent of the Principal.

4. PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 4.1** If specified in the Agreement, the Parties must complete a Project, Implementation and Payment Plan (PIPP) for the approval of the Principal, which when approved shall form part of the Contract Specifications.
- 4.2** Without limiting the effect of clause 3.1, the Contractor must perform the Professional Services at the times and in the manner set out in the PIPP.
- 4.3** A Party may periodically review the PIPP. A Party must not unreasonably refuse a Change Request for an adjustment to the PIPP.

MODULE 08

DATA MANAGEMENT

1. INTERPRETATION

1.1 The terms and conditions included in this Module 8 form part of the Agreement and apply for the provision of Data Management Services.

1.2 In this Module, unless the contrary intention appears:

“Data Cleansing” means the Data Management Services set out in clause 5.

“Data Conversion and Migration” means the Data Management Services set out in clause 7.

“Data Management Services” mean the Services specified in the Agreement to be provided by the Contractor to the Principal in respect of the Principal's Data, which includes Data Cleansing, Data Conversion and Migration and Data Warehousing.

“Data Migration Software” means the software created or procured for the purposes of clause 7.2(d).

“Data Warehouse” means an enterprise-wide framework for managing informational data within an organisation.

“Data Warehousing” means the management of informational data and includes the Data Management Services specified in clause 10.

“Principal's Data” means the data specified in the Agreement.

1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. PERIOD OF SERVICES

2.1 The Data Management Services shall be provided for the period of the Agreement unless terminated earlier in accordance with the provisions of the Agreement.

3. DATA MANAGEMENT SERVICES

3.1 The Contractor must provide the Data Management Services specified in the Agreement in accordance with the Contract Specifications and any Service Level Agreement.

4. PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

4.1 The Contractor, in consultation with the Principal shall, prior to performing the Data Management Services, prepare a PIPP for the approval of the Principal, which when approved shall form part of the Contract Specifications.

4.2 Without limiting the effect of clause 3.1, the Contractor shall perform the Data Management Services at the times and in the manner set out in the PIPP.

- 4.3** A Party may periodically review the PIPP. A Party must not unreasonably refuse a Change Request for an adjustment to the PIPP.

5. DATA CLEANSING

- 5.1** If the Agreement states that Data Cleansing is to be performed by the Contractor, the Contractor must achieve an agreed level of accuracy and consistency as specified in the Contract Specifications for the Principal's Data by:
- (a) eliminating duplicate records;
 - (b) correcting misspellings and errors;
 - (c) ensuring that there are consistent descriptions, punctuation, and syntax; and
 - (d) resolving any other accuracy, omission and consistency issues in relation to the content specified in the Agreement as the Contractor's responsibility.
- 5.2** If specified in the Agreement, the Contractor must conduct an analysis of the Principal's Data and provide to the Principal such other report specified in the Agreement which may include a report of the trends within the Principal's business, industry, and client base.
- 5.3** The Principal shall perform its responsibilities or tasks related to the Data Cleansing in accordance with the Agreement.

6. PRINCIPAL'S DATA FOR MIGRATION

- 6.1** If specified in the Agreement, the Principal must subject to clause 7.2(c) by the date and in the manner specified in the PIPP, extract and provide the Principal's Data to the Contractor for Data Migration and Conversion.
- 6.2** In addition to any other rights which the Contractor has or may accrue, the Contractor is not liable for any delays occasioned by the Principal failing to meet its obligations under clause 6.1.

7. DATA CONVERSION AND MIGRATION

- 7.1** Data Conversion and Migration performed by the Contractor must be performed in accordance with the PIPP, be consistent with the Contract Specifications, and includes:
- (a) implementation of all activities set out in the PIPP for the conversion and migration of the Principal's Data;
 - (b) performance of any other Services specified in the Agreement;
 - (c) all such other things within the parties agreed roles and responsibilities under the Agreement necessary to ensure the successful conversion and migration of the Principal's Data.
- 7.2** The PIPP for Data Conversion and Migration may include the following Stages:
- (a) assessment and definition of the:
 - (i) Principal's existing System;
 - (ii) Principal's Data migration goals;
 - (iii) required Deliverables; and
 - (iv) the complexity of the project, user experience and requirements.
 - (b) development of a Data Conversion and Migration strategy that is appropriate for the Principal's needs and its user population covering all appropriate planning and timetabling issues associated with the Data Conversion and Migration including:
 - (i) identification of the Services to be performed;
 - (ii) identification and procurement of necessary Products;
 - (iii) allocation of responsibilities within each Party's organisation;

- (iv) staging of the project;
 - (v) development of a Milestones and payment schedule; and
 - (vi) implementation of the Services.
- (c) preparation/pre-migration which may include recovering data, designing extraction and functional specifications, and developing contingency arrangements should the migration of the Principal's Data not be successful;
- (d) procurement or design and development of relevant software and systems to effect the Data Conversion and Migration. Orders for the licences and development work for this Stage are to be placed under Module 3 (Licensed Software), or Module 4 (Development Services) as the project requires;
- (e) migration including installation of the migrated data including as applicable development of associated Documentation and training of users; and
- (f) Testing and acceptance of the migrated data in accordance with clause 10.5, Part 2 of the Agreement to ensure that the conversion and migration of the Principal's Data has been successful.

8. CONTRACTOR'S TOOLS AND METHODOLOGIES

- 8.1** Where the Data Migration Software has been produced using software tools, object libraries or other devices or methodologies owned by the Contractor or any other party, the Contractor shall inform the Principal as to the nature and use of those devices in the production of the Data Migration Software.
- 8.2** Where the tools, object libraries or other devices or methodologies are required to maintain or enhance the Data Migration Software, if required by the Principal and specified in the Agreement, the Contractor shall provide the Principal with a licence, to use those devices for the purpose of maintaining and enhancing the Data Migration Software.

9. MIGRATED DATA WARRANTY

- 9.1** Subject to clause 9.2, the Contractor warrants that at the AAD for the Data Management Services, the Principal's Data, when fully migrated, will accurately reflect the data that existed prior to migration. The Contractor is not responsible for any errors or omissions that are contained in the Principal's Data that it is not required to correct in the Data Management Services.
- 9.2** In the event that the Principal's Data is amended or otherwise edited or enhanced by the Contractor in the course of and as part of the Data Management Services, the Contractor warrants that the Principal's Data when migrated in accordance with the Agreement complies with the Contract Specifications.
- 9.3** Unless the Parties agree otherwise, the Contractor must perform the Data Management Services in accordance with clause 3.

10. DATA WAREHOUSING

- 10.1** The Contractor must perform Data Warehousing in accordance with the PIPP and implement all activities set out in the PIPP for the establishment of a Data Warehouse and subject to clause 10.3(e), manage the Data Warehouse so established.
- 10.2** The Contractor shall, unless otherwise specified in the Agreement, ensure that the Data Warehouse:
- (a) provides a consolidated view of the Principal's enterprise data;
 - (b) promotes data integration between people, applications, and processes in a way which:
 - (i) ensures access to all of the Principal's enterprise data, including legacy and relational data sources;

- (ii) enables data and information to be extracted from various production data sources either as they are generated or in periodic stages, as specified in the Contract Specifications;
 - (iii) ensures that the Principal's Data can be delivered to anyone in the Principal's organisation anytime and anywhere or as otherwise specified in the Contract Specifications;
- (c) simplifies, cleanses, and enriches the Principal's Data producing high-quality information to meet all Principal organisational reporting requirements for all levels of users;
- (d) is specifically structured for dynamic queries, facilitates analytical processing and encourages widespread ad hoc reporting;
- (e) enables the Principal to run efficient queries over data that originally came from different sources;
- (f) improves query performance and response times;
- (g) significantly reduces the expenses incurred by the Principal per query;
- (h) reduces data processing from the Principal's operational environment; and
- (i) performs any other function specified in the Contract Specifications and the Agreement.

10.3 The PIPP for Data Warehousing may include the following Stages:

- (a) assessment and definition of the:
 - (i) Principal's existing System;
 - (ii) Principal's Data Warehousing goals;
 - (iii) required Deliverables; and
 - (iv) the complexity of the project, user experience and requirements.
- (b) development of a Data Warehousing strategy that is appropriate for the Principal's needs and its user population covering all appropriate planning and timetabling issues associated with the Data Warehousing including:
 - (i) identification of the Services to be performed;
 - (ii) identification and procurement of necessary Products;
 - (iii) allocation of responsibilities within each Party's organisation;
 - (iv) staging of the project;
 - (v) development of a Milestones and payment schedule; and
 - (vi) implementation of the Services.
- (c) Design, and development of the Data Warehouse architecture (if applicable including prototyping) under Module 4 (Development Services) representing the overall structure of the data, communication, processing and presentation of the data that is required for end-user computing within the Principal's organisation.
- (d) Testing and acceptance of the Data Warehouse in accordance with clause 10.5, Part 2 of the Agreement; and
- (e) if specified in the Agreement, management of the Data Warehouse.

MODULE 09

TELECOMMUNICATIONS SERVICES

1. INTERPRETATION

1.1 The terms and conditions included in this Module 9 form part of the Agreement and apply for the provision of Telecommunications Services.

1.2 In this Module 9, unless the contrary intention appears:

“Back Billing Period” means a period of 90 days from the date that charges are incurred by the Principal except where a greater period is approved by the Principal and specified in the Agreement.

“Contractor Software” means all software:

- (a) in which the Intellectual Property rights are owned by the Contractor prior to their use in performing the Telecommunications Services;
- (b) which are developed by or for the Contractor independently of the Agreement;
- (c) which the Contractor can reasonably demonstrate was developed at its or their sole cost; or
- (d) in which the Intellectual Property rights are owned by a third party and used by the Contractor and/or any of its subcontractors under licence.

“Contractor Tools and Methodologies” means all methodologies, tools, ideas, processes, reports, concepts, techniques and other material used by or for the Contractor in performing the Telecommunications Services:

- (a) in which the Intellectual Property rights are owned by the Contractor, its subcontractors or any other third party prior to their use in performing the Telecommunications Services; or
- (b) which are developed by or for the Contractor, its subcontractors or any other third party independently of the Agreement.

“Event” means, in the context of this Module 9 of the Agreement, a circumstance beyond the reasonable control of a Party that results in that Party being unable to perform an obligation on time. An Event is limited to:

- (a) natural events such as fire, flood or earthquake; or
- (b) national emergency or war,

and does not include:

- (c) events such as cable cuts; or
- (d) acts of terrorism or cyberterrorism in circumstances where the security obligations of the Contractor are required to protect against such attacks.

“Network Boundary” has the meaning given to it in section 22(4) of the *Telecommunications Act 1997* (Cth), excluding equipment dedicated to providing the Telecommunications Services to the Principal and situated on the premises of the Principal (such as dedicated switches and routers) provided that nothing in the Agreement causes the definition of network boundary to be altered by agreement between the Parties in accordance with section 22(6) of the *Telecommunications Act 1997* (Cth).

“Service Levels” means the performance metrics, indicators and adjustments for the Telecommunications Services specified in the Service Level Agreement.

“Standard Form of Agreement” means the Contractor’s standard form of agreement formulated for the purposes of section 479 of the *Telecommunications Act* (Cth).

“Telecommunication Services” means those telecommunication services identified in the Agreement, and more fully described in the catalogue of Services set out in Schedule 3.

“Transition-In Plan” has the meaning given to it by clause 15.1 of this Module 9.

“Transition-In Services” has the meaning given to it by clause 15.1 of this Module 9.

“Transition-Out Plan” has the meaning given to it by clause 16.5 of this Module 9.

“Transition-Out Services” has the meaning given to it by clause 16.2 of this Module 9.

“User” means a user authorised by the Principal to use the Telecommunication Services.

- 1.3** Definitions of other capitalised words and expressions used in this Module and not defined in clause 1.2 are contained in Part 3 of the Agreement.

2. PERIOD OF SERVICES

- 2.1** The Telecommunication Services shall be provided for the period specified in the Agreement Details unless terminated earlier in accordance with the Agreement.

3. TELECOMMUNICATION SERVICES

- 3.1** The Telecommunications Services shall be provided at the Sites or via the links specified in the Agreement.

- 3.2** The Contractor shall provide the Telecommunication Services with sufficient capacity, availability and quality during the period specified in the Agreement Details in accordance with the requirements of the Service Level Agreement and the Contract Specifications.

- 3.3** The Contractor must monitor Telecommunication Services at all times to ensure availability to the Principal in accordance with the Service Levels.

- 3.4** If requested by the Principal, the Contractor shall provide the Principal with relevant information in relation to Product compatibility with the Telecommunication Services.

- 3.5** The Contractor acknowledges that it has:

- (a) examined all information relevant to the risks, contingencies and other circumstances which could affect the supply of the Telecommunication Services, obtainable by making reasonable enquiries; and
- (b) satisfied itself as to the availability of labour, resources and services required to supply the Telecommunication Services.

- 3.6** The Principal will not and shall use reasonable endeavours to ensure that its Users do not use the Telecommunication Services:

- (a) for any illegal, fraudulent or defamatory purposes;
- (b) to engage in the bulk transmission of unsolicited electronic mail;

- (c) to send or cause to be sent any computer worms, Viruses, or other similar programs;
- (d) to make unauthorised access to any other computer accessible via the Internet Services;
- (e) to send any harassing, obscene, indecent, offensive or threatening electronic mail; or
- (f) to reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any Intellectual Property right of a third party in Australia.

4. SCALABILITY

- 4.1** The Contractor agrees to provide any reasonable adjustments to the capacity, availability and quality of the Telecommunication Services described in the Agreement during the period specified in the Agreement Details.

5. TELEPHONE NUMBERS AND ADDRESSES

- 5.1** Subject to any contrary direction of the Australian Communications Authority the Contractor must not unless it is reasonably necessary to do so:
- (a) deprive the Principal of the numbers or data addresses allocated to the Principal; or
 - (b) retain the numbers and data addresses allocated to the Principal on any change of address by the Principal or any transfer to another service provider.

6. STANDARD FORMS OF AGREEMENT

- 6.1** The Parties agree that the provisions of the Contractor's Standard Form of Agreement will not apply to the supply of the Telecommunications Services by the Contractor to the Principal.

7. CONTRACT PRICE

- 7.1** The Contractor warrants that the Contract Price for the Telecommunication Services identifies all charges for the Telecommunication Services including any charges for training, installation, license fees, set up and ongoing access and usage costs.

8. BILLING

- 8.1** Unless otherwise specified in the Agreement, a Correctly Rendered Invoice for a Telecommunication Service must be:
- (a) rendered within the first 10 days of each month and relate to the charges incurred during the previous month;
 - (b) delivered in the format specified in the Agreement; and
 - (c) itemise the Telecommunication Services to which the invoice relates; including
 - (i) the respective charges for the Telecommunication Services; and
 - (ii) the date and time at which the charges were incurred.
- 8.2** Subject to clause 8.3 charges not invoiced in accordance with clause 8.1 may be included in a subsequent Correctly Rendered Invoice if the:
- (a) charges are listed separately from the current charges; and
 - (b) date and time that the charges were incurred is clearly identified; and
 - (c) invoice is issued within the Back Billing Period.
- 8.3** If the charges are not invoiced within the Back Billing Period, the Principal does not have to pay those charges unless by mutual agreement, the charges have been withheld for subsequent invoicing; or
- (a) the charges are disputed and, with the Principal's knowledge, the Contractor has refrained from invoicing them because of the dispute;
 - (b) the delay is attributable to an Event; or
 - (c) the Principal caused or contributed to the delay.

- 8.4** The Contractor shall comply with requirements of the Principal for aggregated or consolidated invoicing as set out in the Agreement.

9. AUDITS

- 9.1** The Contractor must maintain records and supporting Documentation sufficient to permit a complete audit of the provision of the Telecommunications Services by the Contractor in accordance with this clause 9.

- 9.2** The Principal may request an audit of any invoices rendered to it within the previous six months. The Contractor is to do all things reasonably necessary to facilitate a prompt and efficient audit. Reasonable notice is to be provided of an intended Principal audit. The audit is to be carried out during normal business hours (unless the Contractor agrees otherwise) and the Principal (and its auditors) are to comply with the Contractor's standard security procedures whilst on the Contractor's premises.

- 9.3** The Principal may at its own cost engage an independent consultant to undertake the billing services audit in accordance with the following terms:

- (a) The Principal must ensure that the independent consultant provides a confidentiality undertaking in a form reasonably acceptable to the Contractor.
- (b) The Contractor must, at no additional cost to the Principal:
 - (i) provide all co-operation reasonably required by the independent consultant; and
 - (ii) provide the independent consultant with access (at reasonable times and on reasonable notice) to all Documentation, materials and other information (including information in electronic form) relating to the provision of billing services to the Principal or relating to the Agreement for the purposes and to the extent reasonably necessary to enable the conduct of audit of the Contractor's provision of the billing services.
- (c) The independent consultant is not entitled to have access to:
 - (i) the Contractor's network;
 - (ii) any information that would enable the independent consultant to determine the costs of the Contractor; or
 - (iii) the Contractor's core billing systems.
- (d) The Principal shall pay for the audit unless the audit discloses:
 - (i) a discrepancy between the charges invoiced during the period audited and the auditor's assessment of the applicable charges for that period; and
 - (ii) that any amount invoiced during the period audited is found by the independent consultant to be in error by more than 5 per cent, in which the Principal may recover:
 - (i) the overcharged amount; and
 - (ii) the costs of the audit conducted,

in accordance with clause 12.3 of Part 2 of the Agreement.

- 9.4** The Principal may request an audit of the Contractor's performance of the Telecommunications Services (other than billing services), including the Contractor's compliance with the Service Levels. The Contractor is to do all things reasonably necessary to facilitate a prompt and efficient audit of the Telecommunications Services. Reasonable notice is to be provided of an intended Principal audit. The audit is to be carried out during normal business hours (unless the Contractor agrees otherwise) and the Principal (and its auditors) are to comply with the Contractor's standard security procedures whilst on the Contractor's premises.

9.5 The Principal may at its own cost engage an independent consultant to undertake the audit of the Telecommunications Services in accordance with the following terms:

- (a) The Principal must ensure that the independent consultant provides a confidentiality undertaking in a form reasonably acceptable to the Contractor.
- (b) The Contractor must, at no additional cost to the Principal:
 - (i) provide all co-operation reasonably required by the independent consultant; and
 - (ii) provide the independent consultant with access (at reasonable times and on reasonable notice) to Sites only to the extent reasonably necessary to enable the independent expert to audit the provision of the Telecommunications Services (other than billing services) at those Sites under the Agreement.
- (c) The audit rights under this clause 9.5 extend to audits or practices, procedures, systems and general controls relating to the Telecommunications Services (including security), but do not include audits of all or part of the Contractor's network or the Contractor's billing systems.

10. ISSUE RESOLUTION

10.1 For the avoidance of doubt, an Issue Notice in relation to a Telecommunication Service shall include the following information (if it is reasonably available):-

- (a) the relevant account number, invoice reference number and invoice date;
- (b) the invoice amount or the amount relating to the relevant account (whichever is applicable);
- (c) the Telecommunication Service and amount in dispute; and
- (d) the reasons for the dispute.

11. NETWORK MANAGEMENT AND SERVICE LEVELS

11.1 The Contractor must use all reasonable endeavours to undertake all maintenance of the Contractor's network at such times and in such manner as to avoid any impact on the provision of Telecommunications Services to the Principal in accordance with the Agreement. The Contractor must ensure, wherever possible, that it continues to meet or exceed the Service Levels while undertaking such maintenance. The Contractor must ensure that the Contractor's network has sufficient redundancy to enable the Contractor to comply with its obligation under this clause 11.1.

11.2 Without prejudice to its obligation under clause 11.1 of this Module 9, where the Contractor reasonably anticipates that:

- (a) any scheduled maintenance of the Network will or might have an impact on the provision of Telecommunications Services to the Principal; and
- (b) the Contractor may not be able to meet or exceed the Service Levels while undertaking such maintenance;

the Contractor must obtain the Principal's express written approval at least 5 business days prior to undertaking such maintenance, and the Principal must act reasonably in giving or withholding such approval.

11.3 Notwithstanding clause 11.2 of this Module 9, the Contractor may conduct non-scheduled maintenance on the Contractor's network in the event of an emergency.

11.4 The Contractor must monitor the Telecommunications Services at all times to ensure availability to the Principal in accordance with the Service Levels.

11.5 The Contractor will immediately notify the Principal of the occurrence of, or the pending or threatened occurrence of any event that may adversely affect the Contractor's ability to perform the Telecommunication Services in accordance with the Agreement, including the Service Levels.

11.6 The Contractor warrants that Principal will have access to the Telecommunication Services in accordance with the Service Levels. Where a fault occurs in a Telecommunication Service, then the Contractor is to proceed with reasonable skill and care to remedy or assist in remedying the fault.

- 11.7** Unless the fault or delay of the Contractor is caused by an Event, the Price of the affected Telecommunication Service shall be adjusted in accordance with the Service Level Agreement where the provision of the Telecommunication Services by the Contractor has not complied with the Service Levels.
- 11.8** During the Term, the Contractor will maintain a telephone help desk on a 24 hours per day, 7 days per week basis to provide consultations, assistance, advice and problem determination to the Principal on:
- (a) the operation and function of the Telecommunications Services; and
 - (b) faults in the Telecommunications Services.
- 11.9** Help desk services will be provided by the Contractor in accordance with the specific requirements set out in the Agreement.

12. REPORTING REQUIREMENTS

- 12.1** The Contractor must comply with the reporting requirements set out in the Reporting Requirements Table contained in the catalogue of Services set out in Schedule 3.

13. BENCHMARKING OF SERVICES

- 13.1** The Principal may undertake at least annual benchmarking of Telecommunication Services for the purposes and scope specified below:
- (a) to compare:
 - (i) the Prices the Principal is paying to the Contractor for the Telecommunications Services;
 - (ii) to compare the quality and standard of performance of the Telecommunications Services (as reflected in, among other things, the Service Levels),
against prices being paid by, and the quality and standard of performance of services being provided to, the Principal's peer organisations for the same or similar services at similar volumes and functionality; and
 - (b) to implement the results of the benchmarking report in accordance with clause 13.7 of this Module 9.
- 13.2** The Principal may at its own cost engage an independent consultant to undertake the benchmarking. The Parties agree that the Principal may disclose to the independent consultant any provisions of this Module 9 and the Agreement relevant to the Telecommunications Services, and that the independent consultant will be required to comply with each of the Parties' reasonable confidentiality and security requirements.
- 13.3** The Parties must give the independent consultant:
- (a) access to any premises, equipment, personnel, records or documents; and
 - (b) any assistance,

reasonably required by the independent consultant to conduct the benchmarking exercise. Without limiting the foregoing, the Contractor must provide the independent consultant with access to its price, staffing and configuration information on request, but may require this to be in confidence. The Contractor is under no obligation to disclose information dealing with customer-specific internal costs, profit margins or confidential customer information if that information identifies the customer, but must provide the required information to the independent consultant in a way that does not identify the customer.
- 13.4** Each Party will bear its own internal costs of complying with its obligations under this clause 13.

13.5 A benchmarking exercise will be based on average data for broadly equivalent networks in Australia for the immediately preceding 12 month period. The Principal must instruct the independent consultant to benchmark the Telecommunications Services on the basis of any one or more of the following measures:

- (a) the Prices paid by the Principal for the Telecommunications Services; and/or
- (b) the quality of performance of the Telecommunications Services, including Service Levels;

taking into account the volume, geographic service coverage, service levels and quality of comparable services.

13.6 The Principal will use its reasonable endeavours to ensure that the Contractor has an opportunity to provide input into the benchmarking exercise and to comment on a draft of the independent consultant's benchmarking report before it is issued in final form.

13.7 Where the independent consultant finds that:

- (a) the Prices charged by the Contractor to the Principal for any Telecommunications Services are higher than those identified in the benchmarking report; and/or
- (b) the Service Levels or other measures reviewed in the benchmarking exercise are inferior to those identified in the benchmarking report,

the Contractor must adjust the Telecommunication Services or Service Levels to match the benchmark with effect from the date of commencement of the benchmarking exercise.

13.8 If the Contractor fails to implement the results of any benchmarking exercise as required and identified in clause 13.7 of this Module 9, the Contractor will be in material breach of the Agreement and the Principal may:

- (a) terminate the Agreement on at least 30 days' notice, without having to pay any compensation to the Contractor (subject to the Parties' obligations in relation to the Transition-Out Services under clause 16 of this Module 9); or
- (b) cease to acquire the whole or any specified part of the Telecommunications Services affected by the benchmarking exercise, and in such case.

14. TECHNOLOGY IMPROVEMENT

14.1 During the Agreement the Contractor must, at its own cost, offer to the Principal, the benefits or improvements resulting from new technologies as soon as such benefits or improvements are generally commercially available in Australia. These benefits or improvements shall be at no additional cost to the Principal unless they provide a new function or purpose unrelated to the Telecommunication Services.

14.2 The Parties agree to co-operate in good faith to identify opportunities for the Contractor to propose new Telecommunication Services for the purpose of creating technology-enabled business value for the benefit of the Principal.

15. TRANSITION IN ARRANGEMENTS

15.1 On request by the Principal, the Contractor must prepare a plan (**Transition-In Plan**) for the transition of Telecommunications Services to the Contractor (**Transition-In Services**) within 30 days, which must describe:

- (a) details of the specific Transition In Services to be provided by the Contractor in implementing the required Telecommunications Services;
- (b) the timing and transition methodology that will be used by the Contractor to implement the required Telecommunications Services, including measures to effect any transition from previous telecommunications services used by the Principal;
- (c) the time schedule, dates and milestones that will apply to completion of the Transition In Services; and
- (d) be approved by the Principal prior to the Contractor implementing any of the required Telecommunications Services.

15.2 The Transition-In Plan shall be binding on the relevant Parties following approval by the Principal pursuant to clause 15.1(d) of this Module 9, and the Contractor must perform all of the Transition In Services identified in the Transition-In Plan. Subject to clause 15.3 of this Module 9, the Contractor must perform the Transition In Services without any disruption to the Principal's business.

15.3 For the avoidance of doubt, the Contractor will be liable for any disruption in the performance of the Transition In Services except where such disruption:

- (a) has been identified by the Contractor as a planned disruption in the Transition-In Plan; or
- (b) is beyond the effective control of the Contractor.

16. TRANSITION OUT ARRANGEMENTS

16.1 On termination or expiry of the Contract or part of the Contract by the Principal, the Contractor will, if requested by the Principal, provide such assistance as is reasonably necessary for the Telecommunication Services to continue without interruption for a period of up to six months (**Transition Out Period**) on the same terms as the Contract to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Principal.

16.2 Telecommunications Services disengaged in accordance with this clause 16 (whether encompassing all or part of the Telecommunications Services), and any additional services which the Contractor is required to provide under this clause 16, are referred to in this clause 16 as the Transition Out Services.

16.3 The Contractor must, in relation to the Telecommunications Services disengaged under this clause 16:

- (a) continue to provide such Telecommunications Services (including any associated monitoring, reporting and other related services required under the Agreement), during the Transition-Out Period in accordance with the terms of the Agreement;
- (b) do everything within its control to ensure that there is no disruption to such Telecommunications Services during the Transition-Out Period; and
- (c) provide for the orderly hand over of such Telecommunications Services to a third party supplier nominated by the Principal.

16.4 The Principal may terminate the Transition-Out Services, in whole or in part, at any time by giving the Contractor 5 business days written notice of such termination.

16.5 On request by the Principal, the Contractor must prepare a plan for the disengagement of Telecommunications Services (**Transition-Out Plan**) within 30 days, which must incorporate:

- (a) all of the requirements set out in the Transition-Out Plan Annexure; and
- (a) its proposed Prices for the Transition-Out Services.

16.6 The Principal must pay the Contractor for any Telecommunications Services provided during the Transition-Out Period in accordance with the Prices specified in the Agreement in effect immediately prior to the commencement of the Transition-Out Period.

16.7 The Principal must also pay the Contractor a reasonable amount for any additional services (other than Telecommunications Services referred to in clause 16.6 of this Module 9), costs and expenses incurred in the provision of the Transition-Out Services calculated to the extent practicable in a manner consistent with the Prices, such amount to be agreed and specified in the Transition-Out Plan.

17. COOPERATION WITH THIRD PARTY SUPPLIERS

17.1 Without limiting clause 18 of this Module 9, the Contractor agrees to comply with the Principal's reasonable requests for cooperation and assistance for the Principal and its third party suppliers (if any) in connection with the Telecommunications Services but which cooperation must at a minimum include providing all reasonable co-operation and assistance in relation to the following matters:

- (a) ensuring that the Telecommunications Services are able to be delivered in conjunction with other relevant projects and services in a coordinated, effective and timely manner;

- (b) providing:
 - (i) connection to any infrastructure, facilities or equipment, or access to the Documentation or materials used in providing the Telecommunications Services; or
 - (ii) any information regarding the network or system constraints, protocols, interfaces, architecture and other operating parameters

which provision is necessary to enable the Principal to properly receive the Telecommunications Services or for the third party supplier to perform any related services;

- (c) connection or interfacing between the Principal's or third party supplier's equipment or software and the Contractor's facilities or systems used to provide the Telecommunications Services, and making the Principal's or third party supplier's equipment or the output of any services compatible with the Contractor's facilities or systems used to provide the Telecommunications Services; and
- (d) agreeing on procedures with the Principal and any third party suppliers for the division of responsibilities in relation to services and functions that may overlap between the Contractor and third party suppliers.

- 17.2** If the Contractor provides a connection to any infrastructure, facilities, equipment or access to any Documentation under this clause 17, this connectivity or access is subject to the Contractor's reasonable security requirements and procedures. If the Contractor provides information to a third party supplier under this clause, that third party supplier must, if required by the Contractor, sign a non-disclosure undertaking in a form reasonably requested by the Contractor and affording no less protection than those standards applied by the Contractor to the protection and disclosure of its own confidential information.

18. COOPERATIVE PROBLEM RESOLUTION PROCEDURES

- 18.1** Where the Contractor in good faith believes that a problem relating to the Telecommunications Services is not the responsibility of the Contractor under the Agreement but is the responsibility of a third party provider, the Contractor must work diligently to determine the cause of the problem until the Contractor:
- (a) determines that it is responsible for resolving the problem, in which case the Contractor must notify the Principal accordingly and proceed to remedy the problem in a timely manner and in accordance with its obligations under the Agreement; or
 - (b) has handed over responsibility for the resolution of the problem to the third party provider in accordance with this clause 18.
- 18.2** The Contractor may only hand over responsibility for the resolution of a problem referred to in this clause 18 to a third party provider where the Contractor:
- (a) has investigated the problem in accordance with this clause 18;
 - (b) has reasonable grounds to believe that the cause of the problem is a factor for which the third party provider is responsible; and
 - (c) has given the Principal and the third party provider:
 - (i) notice that it has investigated the problem;
 - (ii) a description of the factor or factors which the Contractor considers to have caused the problem; and
 - (iii) a copy of any network or service reports and such other data as reasonably necessary to establish that the cause of the problem is a factor for which the third party provider is responsible.
- 18.3** If, after handing over responsibility for the resolution of a problem to the third party provider in accordance with this clause 18, the third party provider subsequently notifies the Contractor that it believes that the Contractor is responsible for the resolution of the problem, the matter will be resolved in accordance with the issue resolution procedures set out in the Agreement.

19. SECURITY

19.1 The Contractor must use all reasonable endeavours to:

- (a) implement and maintain appropriate security measures relating to the Telecommunications Services with the purpose of the prevention of unauthorised access:
 - (i) by any third party to the Contractor's network; and
 - (ii) by any party to the data or Confidential Information of another party;
- (b) ensure that all software deployed in the delivery of the Telecommunications Services incorporates industry best practice in relation to the implementation of encryption systems, anti-virus protection, patches, updates and upgrades for security purposes;
- (c) implement and maintain appropriate measures to maintain the confidentiality and integrity of data in the Contractor's network;
- (d) provide an applicable Information Security Management System in accordance with AS/NZS ISO/IEC 17799:2001 Information Technology – Code of Practice for Information Security Management (as updated from time to time) and, as relevant, AS 13335 Parts 1 to 5 Information Technology – Guidelines for the Management of IT Security (as updated from time to time) or equivalent;
- (e) meet the following standards:
 - (i) "Information Security Guidelines for NSW Government – Part 3: Information Security Baseline Controls" (January, 2001), as updated from time to time (available from <http://www.oict.nsw.gov.au/pages/4.3.18-Security-Pt3.htm>);
 - (ii) AS/NZS 7799.2:2000 (Previously known as 4444.2) Information security management - Specification for information security management systems, as updated from time to time; and
 - (iii) relevant information privacy statutes and codes of practice; and
- (f) address any specific security needs of the Principal in relation to the Telecommunications Services, as notified to the Contractor in writing from time to time, provided that to the extent such request is in addition to the requirements for compliance with this clause 19, the Principal must bear the cost of such additional requirements.

19.2 The Contractor must provide to the Principal:

- (a) as soon as reasonably practicable following a request by the Principal:
 - (i) a statement of the types and severity of any security risks to confidentiality and integrity against which the Contractor's network is safeguarded from time to time;
 - (ii) a copy of the Contractor's then current security policy; and
 - (iii) the details of any changes made to the security policy since the last time a copy was provided to the Principal; and
- (b) following any security incident affecting the Contractor:
 - (i) notification of the security incident within one business day; and
 - (ii) a detailed security incident report within 3 business days.

20. INTELLECTUAL PROPERTY AND OWNERSHIP OF DATA

20.1 For the purposes of this Module 9, clause 5.2 in Part 2 of the Agreement is replaced with this clause 20.

20.2 For the purposes of this clause 20:

"Contractor Works" means all Works other than Principal Works, including Contractor Software and Contractor Tools and Methodologies and any other Works which relate to the Contractor's Network or any development, improvement, modification to or extension of the Contractor's Network;

"Generic Third Party Documentation" means Documentation provided to the Contractor's customers generally, to the extent that such generic Documentation incorporates Contractor Works in which Intellectual Property Rights are owned by a third party; and

“Principal Works” means

- (a) all information provided to the Contractor by the Principal under this Module;
 - (b) any Confidential Information of the Principal or other information proprietary to it;
 - (c) all reports, diagrams (including network diagrams), Documentation, cable records and all other material (including, for the avoidance of doubt, any business processes, tools or methodologies) created by the Contractor for the exclusive purpose of providing the Telecommunications Services to the Principal; and
 - (d) all information and records (including all monitoring information and records) relating to the supply of the Telecommunications Services by Contractor to the Principal, including without limitation all details relating to utilisation levels and traffic data.
- 20.3** The Principal will own all Intellectual Property Rights in the Principal Works immediately from creation (including part creation) regardless of whether the Intellectual Property Right arises during or after termination of the Agreement.
- 20.4** The Contractor assigns to the Principal all Intellectual Property Rights in all Principal Works created or developed by the Contractor. This assignment will be effected on the creation of such Intellectual Property Rights (including as a present assignment of future copyright) without the need for further consideration.
- 20.5** The Principal grants to the Contractor, for the effective period of the Contract, to the extent necessary and for the sole purpose of providing the Services, a royalty-free, non-exclusive, non-transferable licence to use the Principal Works in Australia.
- 20.6** The Contractor retains all Intellectual Property Rights in the Contractor Works immediately from creation (including part creation) regardless of whether the Intellectual Property Right arises during or after termination of the Agreement.
- 20.7** The Contractor grants to the Principal a royalty free, irrevocable, non-transferable and non-exclusive right and licence to use:
- (a) **during the Term and any Transition-Out Period:** the Contractor Works (including Contractor Works in which the Intellectual Property Rights are owned by a third party, or which relate to the Contractor's network) and all Generic Third Party Documentation; and
 - (b) **in perpetuity:** the Documentation (other than Generic Third Party Documentation).
- 20.8** The Contractor must, in addition to its obligations under clause 7.4, Part 2 of this Agreement and without limiting its obligations under the Agreement in relation to compliance with the Statutory Obligations:
- (a) comply with all applicable telecommunications standards and codes; and
 - (b) obtain and maintain any licences, authorisations, consents, approvals and permits required under any applicable Statutory Obligations to provide the Telecommunications Services.

MODULE 09A

TELECOMMUNICATIONS SERVICES - SPECIAL TERMS FOR GTA
CATEGORY 1B SERVICES (BROADBAND LOCAL ACCESS)

These special terms ("**Special Terms**"):

- (a) apply to the supply of broadband local access services by the Contractor to the Principal between the Principal's nominated site(s) and the Core Network at designated network access points (NAPs) for the purpose of enabling the Principal to receive Core Network Services (with such broadband local access services to be referred to as "**GTA Category 1B Services (Broadband Local Access)**"); and
- (b) are incorporated into and form part of this Module 9A (including for the purposes of construing the Order of Priority recited in Part 1 of the Agreement).

1. INTRODUCTION TO SPECIAL TERMS

- (a) The Contractor agrees to provide to the Principal those Telecommunications Services identified in Schedule 3 as GTA Category 1B Services (Broadband Local Access) in accordance with this Module 9A (including these Special Terms).
- (b) For the purposes of these Special Terms:
 - (i) **Agreement** means, in connection with the supply of GTA Category 1B Services only, the agreement entered into between the Principal and the Contractor in respect of GTA Category 1B Services in the form attached to this Module (and this definition shall apply to the exclusion of any definition of "Agreement" contained elsewhere in the Contract for the purposes of GTA Category 1B Services);
 - (ii) **Core Network** means the broadband telecommunications network established and operated by the Core Network Provider in accordance with the Core Network Services Agreement.
 - (iii) **Core Network Provider** means the carrier appointed as "Core Network Provider" pursuant to the Core Network Services Agreement;
 - (iv) **Core Network Services Agreement** means the agreement by which the Core Network Provider is appointed as "Core Network Provider" for the purpose of providing bandwidth capacity services to NSW Government via the Core Network;
 - (v) **Principal** means the entity described in the Agreement Details and includes its Personnel; and
 - (vi) **Reference Interconnection Offer (RIO) Agreement** means an agreement between the Contractor and the Core Network Provider in the form prescribed by the Department of Commerce,

and a capitalised term not defined above has the meaning given to it in the Dictionary.

2. RIO AGREEMENT

The Contractor must:

- (a) enter into a Reference Interconnection Offer (RIO) Agreement with the Core Network Provider as soon as practicable following execution of this Contract for the purpose of facilitating interconnection with the Core Network at designated network access points (NAPs); and
- (b) comply with the terms of the RIO Agreement for the duration of the term.

3. AGREEMENT PROCESS

The Principal or its nominated Managed Service Provider may:

- (a) specify the location of the Principal sites which the Principal requires to be connected to selected NAPs of the Core Network; and
- (b) complete all other details relating to the GTA Category 1B Services as required in the Agreement.

4. MANAGED SERVICE PROVIDER

The Principal may elect to appoint a Managed Service Provider to act as its authorised representative in relation to the ordering and management of the GTA Category 1B Services (including payment arrangements). This should be implemented via Module 11A (Special Terms relating to Management of GTA Category 1B Services).

5. AMENDMENTS TO THE TERMS OF THE CONTRACT

The terms of the Contract are amended such that, to the extent that they relate to GTA Category 1B Services, in addition to the termination provisions contained in this Contract (refer to clause 14, Part 2 of the Agreement), the Contract is automatically terminated in relation to GTA Category 1B Services immediately upon:

- (a) the termination or expiry of the RIO Agreement; or
- (b) the termination or expiry of the Core Network Services Agreement.

MODULE 09B

TELECOMMUNICATIONS SERVICES - SPECIAL TERMS FOR GTA
CATEGORY 2 SERVICES (BROADBAND INTERNET ACCESS)

These special terms ("**Special Terms**"):

- (a) apply to the supply of broadband internet access services to be delivered via the Core Network (with such broadband internet access services to be referred to as "GTA Category 2 Services" (**Broadband Internet Access**)); and
- (b) are incorporated into and form part of this Module 9B (including for the purposes of construing the Order of Priority recited in Part 1 of the Agreement).

1. INTRODUCTION TO SPECIAL TERMS

- (a) The Contractor agrees to provide to the Principal those Telecommunications Services identified in Schedule 3 as GTA Category 2 Services (Broadband Internet Access) in accordance with this Module 9B (including these Special Terms).
- (b) For the purposes of these Special Terms:
 - (i) **Agreement** means, in connection with the supply of GTA Category 2 Services only, the agreement entered into between the Principal and the Contractor in respect of GTA Category 2 Services in the form attached to this Module (and this definition shall apply to the exclusion of any definition of "Order" contained elsewhere in the Contract for the purposes of GTA Category 2 Services);
 - (ii) **Core Network** means the broadband telecommunications network established and operated by the Core Network Provider in accordance with the Core Network Services Agreement;
 - (iii) **Core Network Provider** means the carrier appointed as "Core Network Provider" pursuant to the Core Network Services Agreement;
 - (iv) **Core Network Services Agreement** means the agreement by which the Core Network Provider is appointed as "Core Network Provider" for the purpose of providing bandwidth capacity services to NSW Government via the Core Network;
 - (v) **Internet Access Provider (IAP) Agreement** means an agreement between the Contractor and the Core Network Provider in the form prescribed by the Department of Commerce; and
 - (vi) **Principal** means the entity described in the Agreement Details and includes its Personnel,

and a capitalised term not defined above has the meaning given to it in the Dictionary.

2. IAP AGREEMENT

The Contractor must:

- (a) enter into a Internet Access Provider (IAP) Agreement with the Core Network Provider as soon as practicable following execution of this Contract for the purpose of facilitating interconnection with the Core Network at designated network access points (NAPs); and
- (b) comply with the terms of the IAP Agreement for the duration of the term.

3. AGREEMENT PROCESS

The Principal or its nominated Managed Service Provider may:

- (a) specify the Internet access requirement; and
- (b) complete all other details relating to the GTA Category 2 Services as required in the Agreement.

4. MANAGED SERVICE PROVIDER

The Principal may elect to appoint a Managed Service Provider to act as its authorised representative in relation to the ordering and management of the GTA Category 2 Services (including payment arrangements).

5. AMENDMENTS TO THE TERMS OF THE CONTRACT

The terms of the Contract are amended such that, to the extent that they relate to GTA Category 2 Services, in addition to the termination provisions contained in this Contract (refer to clause 14 of the Agreement), the Contract is automatically terminated in relation to GTA Category 2 Services immediately upon:

- (a) the termination or expiry of the IAP Agreement; or
- (b) the termination or expiry of the Core Network Services Agreement.

MODULE 10

WEB SERVICES

1. INTERPRETATION

1.1 The terms and conditions included in this Module 10 form part of the Agreement and apply for the provision of Web Services.

1.2 In this Module, unless the contrary intention appears:

“Back Billing Period” means a period of 3 months from the date that charges are incurred by the Principal unless otherwise specified in the Agreement.

“Directory Data” means a database of User accounts and information specifying the structure of the levels of User access to the Internet Services required by the Principal in the Agreement.

“Domain Name” means the address or identifier of the location of the Website on the Internet.

“Filtering Services” mean the provision of services restricting or denying access by a User to content as more particularly described in the Agreement.

“Hosting Services” means Hosting Services and Filtering Services as more particularly described in the Agreement.

“Internet” means an interconnected system of networks that connects computers around the world to facilitate the electronic exchange of data and information.

“Internet Services” means access to the Contractor's connection to the Internet and any associated Filtering Services as more particularly described in the Agreement.

“Principal Data” means all information, data, text, logos and images provided by the Principal or by a third party on behalf of the Principal which forms part of the Website.

“Remote Access Services” mean the provision of Internet Services to a User not directly connected to the Principal's network.

“Scheduled Maintenance” means maintenance that needs to be performed on the Contractor's equipment to ensure that the equipment performs within the Contract Specifications.

“Service Levels” means the performance metrics, indicators and adjustments for the Web Services specified in the Service Level Agreement and/or the Agreement.

“Storage Capacity” means the space to be provided by the Contractor to the Principal on the Contractor's servers in accordance with the Agreement.

“User” means a user of the Web Services authorised to log on to the Principal's network or the Website by the Principal.

“Visitor” means a person other than the Principal's Users who seeks access to the Web Services.

“Website” means a computer that acts as a server for Web Pages created or hosted by the Contractor.

“Web Pages” means documents that can contain text, graphics and sound available to Principal's Users and Visitors on the World Wide Web.

“Web Services” means any Internet Services, Filtering Services and Hosting Services specified in the Agreement.

“World Wide Web” means an Internet information service using hypertext documents.

- 1.3** Definitions of other capitalised words and expressions used in this Module and not defined in clause 1.2 are contained in Part 3 of the Agreement.

2. PERIOD OF THE WEB SERVICES

- 2.1** The Contractor shall provide the Principal with the Web Services specified in the Agreement for the period of the Agreement unless terminated earlier in accordance with the provisions thereof.

3. WEB SERVICES

- 3.1** The Contractor must ensure that the Web Services have sufficient capacity, availability and quality during the period of the Agreement in accordance with the requirements of the Service Level Agreement and the Contract Specifications.

- 3.2** The Contractor acknowledges that it has:

- (a) examined all information which is relevant to risks, contingencies and other circumstances which could affect the supply of the Web Services which is obtainable by making reasonable enquiries; and
- (b) satisfied itself as to the availability of labour, resources and services required.

4. INTERNET SERVICES

- 4.1** Unless otherwise specified in the Agreement, the Principal shall provide telephone lines, modems, computer hardware and software and all other equipment within the Principal's network necessary to enable Users to access the Internet Services.

- 4.2** The Contractor shall supply such connection as specified in the Agreement to provide the Remote Access Services.

- 4.3** The Contractor shall set up and maintain User accounts and provide for User access to the Internet Services in accordance with the Directory Data specified in the Agreement.

- 4.4** The Contractor shall provide all necessary User's identification or log-in information to enable the Principal and Users to access the Internet.

- 4.5** The Principal is responsible for the protection of any User identification or log-in information. The Principal shall promptly inform the Contractor of any unauthorised disclosure or loss of User identification or log-in information.

5. USE OF INTERNET SERVICES

- 5.1** Except for the Filtering Services, the Principal acknowledges the Contractor does not in any way supervise, aid or control the content and form of any information or data accessed through the Internet Services.

- 5.2** The Principal will not and shall use reasonable endeavours to ensure that its Users do not use the Internet Services:

- (a) for any illegal, fraudulent or defamatory purposes;
- (b) to engage in the bulk transmission of unsolicited electronic mail;
- (c) to send or cause to be sent any computer worms, Viruses, or other similar programs;
- (d) to make unauthorised access to any other computer accessible via the Internet Services;
- (e) to send any harassing, obscene, indecent, offensive or threatening electronic mail; or
- (f) to reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any Intellectual Property right of a third party in Australia.

6. DATA

- 6.1** The Contractor shall provide the Principal with such information as reasonably required by the Principal in relation to the setting up of individual User accounts and User access to the Internet Services.
- 6.2** The Contractor acknowledges and agrees that all proprietary rights including Intellectual Property rights subsisting in the Directory Data vest in the Principal and that the Contractor has no rights in the Directory Data except as expressly provided in the Agreement.

7. SCALABILITY

- 7.1** The Contractor agrees to provide any adjustments to the capacity, availability and quality of the Web Services specified in the Agreement or the Service Level Agreement during the period of the Agreement.

8. HOSTING SERVICES

- 8.1** The Contractor shall ensure that any computer downtime attributable to upgrades, or Scheduled Maintenance shall not prevent access to the Website by the Users or Visitors in accordance with the Service Levels.
- 8.2** The Hosting Services do not include content maintenance and the Contractor shall not be liable for any deficiency or inaccuracy of any information contained on the Website caused by the Principal's failure to carry out content maintenance unless otherwise specified in the Agreement.

9. DOMAIN NAMES

- 9.1** Unless specified in the Agreement, the Principal will secure a Domain Name for the Website and supply the Contractor with details of the Domain Name together with a range of available internet protocol ("IP") addresses. The Contractor shall inform the Principal of the IP address that corresponds to the Domain Name.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1** Unless otherwise specified in the Agreement:
- (a) the Intellectual Property rights in the textual, graphical, audio and other material, including Principal's Data to be displayed on the Website; and
 - (b) the look and feel of the Website, shall immediately vest upon their creation in the Principal without further need for assurance.

11. PRINCIPAL'S OBLIGATIONS

- 11.1** The Principal shall use reasonable efforts to ensure the Principal's Users and Visitors do not place on the Website material which is in any way, defamatory, illegal, pornographic, violates any applicable privacy legislation or infringes Intellectual Property rights of any third party.

12. CONTRACTOR'S OBLIGATIONS

- 12.1** Except for the Filtering Services the Principal acknowledges that the Contractor does not in any way supervise aid or control the content and form of any information or data accessed through the Internet.
- 12.2** The Contractor shall ensure that any material it incorporates into the Website other than material provided by the Principal does not infringe the Intellectual Property rights of any person and is not obscene, offensive, defamatory, illegal, in violation of any applicable privacy legislation or in any way unsuitable for persons under the age of 18 years.

13. CONTRACT PRICE

- 13.1** The Contractor promises that the Contract Price for the Web Services identifies all charges for the Web Services including any charges for training, installation, set up and ongoing access and usage costs.

14. BILLING

- 14.1** In addition to clause 12.2, Part 2 of this Agreement, unless otherwise specified herein, a Correctly Rendered Invoice for the Web Services must be:
- (a) rendered within the first three weeks of each month and relate to the charges incurred during the previous month;
 - (b) delivered in the format specified herein; and
 - (c) itemise the Web Services to which the invoice relates; including
 - (i) the respective charges for the Web Services; and
 - (ii) the date and time at which the charges were incurred.
- 14.2** Subject to clause 14.3, if charges are not invoiced in accordance with clause 14.1, then the charges may be included in a subsequent Correctly Rendered Invoice if the:
- (a) the charges are listed separately from the current charges; and
 - (b) the date and time that the charges were incurred is clearly identified; and
 - (c) the invoice is issued within the Back Billing Period.
- 14.3** If the charges are not invoiced within the Back Billing Period, the Principal does not have to pay those charges unless by mutual agreement, the charges have been withheld for subsequent invoicing; or
- (a) the charges are disputed and, with the Principal's knowledge, the Contractor has refrained from invoicing them because of the dispute;
 - (b) the delay is attributable to an Event; or
 - (c) the Principal caused or contributed to the delay.
- 14.4** The Contractor shall comply with requirements of the Principal for aggregated or consolidated invoicing as set out in the Agreement.
- 14.5** The Principal may request an audit of any invoices rendered to it within the previous six months. The Contractor is to do all things reasonably necessary to facilitate a prompt and efficient audit. Reasonable notice is to be provided of an intended Principal audit. The audit is to be carried out during normal business hours (unless the Contractor agrees otherwise) and the Principal (and its auditors) are to comply with the Contractor's standard security procedures whilst on the Contractor's premises.
- 14.6** The Principal may at its own cost engage an independent consultant to undertake the audit. The Principal shall pay for the audit unless the audit discloses:
- (a) a discrepancy between the charges invoiced during the period audited and the auditor's assessment of the applicable charges for that period; and
 - (b) that any amount invoiced during the period audited is found by the independent consultant to be in error by more than 10 per cent, in which case the Contractor shall share equally with the Principal the costs of the independent consultant to conduct the audit.
- 14.7** Where it is disclosed by the audit that the Principal has been overcharged for a Service, the Principal may recover the overcharged amount in accordance with clause 12.3, Part 2 of the Agreement.

15. ISSUE RESOLUTION

- 15.1** For the avoidance of doubt, an Issue Notice in relation to a Web Service shall include the following information (if it is reasonably available):
- (a) the relevant account number, invoice reference number and invoice date;
 - (b) the invoice amount or the amount relating to the relevant account (whichever is applicable);

- (c) the service and amount in dispute; and
- (d) the reasons for the dispute.

16. SERVICE LEVELS

- 16.1 The Contractor will immediately notify the Principal of the occurrence of, or the pending or threatened occurrence of any event that may adversely affect the Contractor's ability to perform the Web Services in accordance with the Service Levels.
- 16.2 The Contractor does not warrant that the Principal will have continuous access to the Web Services but does warrant that Principal will have access to the Web Services in accordance with the requirements of the Service Levels. Where a fault occurs in a Web Service not controlled by the Contractor, then the Contractor is to proceed with reasonable skill and care to remedy or assist in remedying the fault.
- 16.3 Unless the fault or delay of the Contractor is caused by an Event, the Price for the affected Web Service shall be adjusted in accordance with the Service Levels.

17. BENCHMARKING

- 17.1 The Principal may undertake at least annual benchmarking of Web Services and Service Levels for the purposes and scope specified in the Agreement.
- 17.2 The Principal may at its own cost engage an independent consultant to undertake the benchmarking. Where the independent consultant finds that the Web Services or Service Levels are less than the benchmark determined by the Consultant, the Contractor shall in consultation and in the time and manner agreed with the Principal adjust the Web Services or Service Levels to match the benchmark.

18. TECHNOLOGY IMPROVEMENT

- 18.1 During the Agreement the Contractor must, (at its own cost), offer to the Principal, the benefits or improvements resulting from new technologies as soon as such benefits or improvements are generally commercially available in Australia. These benefits or improvements shall be at no additional cost to the Principal unless they provide a new function or purpose unrelated to the Web Services.
- 18.2 The Parties agree to cooperate in good faith to identify opportunities for the Contractor to propose new services for the purpose of creating technology enabled business value for the benefit of the Principal.

19. TRANSITION

Transition In

- 19.1 The Contractor must, in addition to any other requirement specified in the Agreement, as necessary ensure:
 - (a) it is able to deliver the Web Services stated in the transition plan; and
 - (b) (to the extent practical) that all third party agreements, licenses or other contractual arrangements entered into by the Contractor for the purposes of the Agreement ('agreements') from the date the transition in process commences incorporate a term requiring the third party to consent to novation or assignment of those agreements to an alternative service provider or to the Principal upon termination of the Web Services for any reason. The Contractor will bear any costs resulting from the inclusion of the above term in those agreements.

Transition Out Plan

- 19.2** The Contractor shall, within six (6) months of the commencement of the Agreement, if required by the Principal, develop to the Principal's satisfaction a comprehensive transition out plan on a Time and Materials basis. The parties shall annually (or other period deemed appropriate by the Principal) review the transition out plan and the Contractor shall implement any agreed changes.

20. TRANSITION OUT

- 20.1** On termination or expiry of the Agreement or part of the Agreement by the Principal, the Contractor will if requested by the Principal provide such assistance as is reasonably necessary for the Web Services to continue without interruption for a period of up to six months on the same terms as the Agreement to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Principal. Unless otherwise specified in the transition out plan, the Contractor must implement arrangements for:

- (a) the novation or assignment (to the extent practical) of any third party agreements, licences and other contractual arrangements entered into by the Contractor for the purposes of the Agreement ('agreements') or the transfer of management responsibility in respect of such agreements, from the Contractor to an alternative service provider or to the Principal. The Contractor must use its reasonable commercial endeavours to ensure that the transfer is effected without incurring to the Principal, any increases in or transfer charges for the products and services to which those agreements relate;
- (b) the selling to the alternative service provider or to the Principal at fair market value any equipment used by the Contractor for the purposes of the delivery of the Web Services;
- (c) the transfer of the Principal's data to an alternative service provider and/or to the Principal; and
- (d) the granting by the Contractor to an alternative service provider and/or to the Principal of access to all material held by the Contractor and produced in connection with and for the purposes of delivering the Web Services, regardless of the manner of storage, except that:
 - (i) there is no requirement pursuant to this sub-clause 20.1(d) for the Contractor to assign any Intellectual Property rights in such material; and
 - (ii) the Principal must agree to comply with any reasonable security and confidentiality requirements stipulated by the Contractor in respect of access to such material.

- 20.2** This clause 20 survives termination or expiry of the Agreement for a period of six years.

21. AFTER TERMINATION OF THE WEB SERVICES

- 21.1** The Contractor shall erase a User's identification or log-in information within three days of termination of the Web Services or upon a written request to do so from the Principal or a User.

MODULE 11

MANAGED SERVICES

1. INTERPRETATION

1.1 The terms and conditions included in this Module 11 form part of the Agreement and apply for the provision of Managed Services.

1.2 In this Module, unless the contrary intention appears:

“Annual Review” means a review undertaken as contemplated by clause 16 of this Module 11;

“Benchmark Review” means a benchmarking review undertaken as contemplated by clause 19 of this Module 11;

“Benchmarked Services” has the meaning given in clause 19.2 of this Module 11;

“Claim” means any claim, demand, proceeding, complaint or similar action;

“Contract Year” means each 12 month period during the Term ending on the anniversary of the date of the Agreement;

“End User” means a user of the services provided by the Principal to members of the public and to which the Managed Services relate;

“Existing Equipment” means that hardware or equipment identified as such in the Agreement Details;

“Existing Third Party Software” means that software or code identified as such in the Agreement Details;

“Good Industry Practice” means at any time, the degree of skill, diligence, prudence, innovation, timeliness, technological advancement, quality and foresight practiced at such time by highly skilled and experienced providers of services which are the same as or similar to the Managed Services anywhere in the world;

“Innovation Report” has the meaning given in clause 18.1 of this Module 11;

“Innovation Road Map” has the meaning given in clause 18.2 of this Module 11;

“Law” includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial or local;

“Managed Services” means Services whereby the Contractor agrees to:

- (a) manage all or part of the Principal's information technology requirements;
 - (b) manage the external delivery of services to the Principal; and /or
 - (c) provide other services,
- as more particularly described in the Agreement,

“Principal’s Equipment” means the Existing Equipment and the Recommended Equipment;

“Principal’s Supplier” means a third party supplier of goods or services to the Principal;

“Recommended Equipment” means the hardware and equipment that the Contractor recommends that the Principal acquire from time to time in connection with the Managed Services, which at the date of the Agreement is as specified as such in the Agreement Details;

“Recommended Third Party Software” means the software or code that the Contractor recommends that the Principal acquire or licence from time to time in connection with the Managed Services, which at the date of the Agreement is as specified as such in the Agreement Details;

“Security Interest” means means any security including any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other agreement or arrangement having the effect of providing or giving security or preferential ranking to a creditor (including set-off, retention arrangements which do not arise in the ordinary course of trade, defeasance or reciprocal fee arrangements);

“Service Levels” has the meaning given in the Service Level Agreement;

“Stakeholders” means RailCorp, State Transit Authority of NSW, Sydney Ferries Corporation, private bus operators represented by the Bus & Coach Association, and such other persons notified by the Principal from time to time;

“Technology Operating Plan” has the meaning given in clause 15.4(b) of this Module 11;

“Technology Plan” has the meaning given in clause 15.2 of this Module 11;

“Technology Strategy Plan” has the meaning given in clause 15.4(a) of this Module 11;

“Third Party Software” means the Existing Third Party Software and the Recommended Third Party Software;

“Third Party Software Licences” means the terms upon which the Principal and/ or the Contractor is permitted to access and use Third Party Software;

“Transformation” means the performance of the Transformation Activities specified in the Agreement Details;

“Transformation Activities” means those transformation activities specified in the Agreement Details and agreed by the Parties from time to time in writing; and

“Transformation Plan” means the plan for the performance of the Transformation Activities specified in the Agreement Details.

- 1.3** Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. PERIOD OF SERVICES

- 2.1** The Managed Services must be provided for the period of the Agreement unless the Agreement is earlier terminated in accordance with the provisions thereof.

3. MANAGED SERVICES

- 3.1** The Contractor must provide the Managed Services in accordance with the Agreement.

- 3.2** The Contractor agrees that the Managed Services must as a minimum:

- (a) meet the Contract Specifications;
- (b) be performed in accordance with the Service Level Agreement and any other performance measures specified in the Service Level Agreement;
- (c) include a transition in plan and transition out plan which each sets out a methodology and program for meeting the obligations in clauses 4 and 6 respectively; and

- (d) be performed in such a manner as to comply with Good Industry Practice.

3.3 Unless otherwise specified in the Agreement, the Contractor must ensure that the resources and methodologies used in providing the Managed Services comply with, remain consistent with, and reflect, Good Industry Practice, and in any event not less than those used by the Contractor in delivering similar services to other customers at the same time and in similar circumstances.

3.4 If as part of the Managed Services a Deliverable is required to which the terms or conditions of another Module relate, those Deliverables may be procured by the Contractor either:

- (a) as a Nominee Purchaser, by placing an order under the relevant agreements; or
- (b) as specified in the Agreement.

4. TRANSITION IN

4.1 The Contractor must, in addition to any other requirement specified in the Agreement:

- (a) acquire from the Principal or third parties, any assets specified in the transition plan;
- (b) comply with obligations specified in the Agreement regarding the transfer of, management of, or compliance with third party agreements;
- (c) comply with the requirements of the transition plan concerning the future role of the Principal's existing Personnel, including the transfer of such Personnel to the Contractor;
- (d) ensure it is able to deliver the Managed Services from the date stated in the transition plan;
- (e) ensure (unless the Principal gives its prior written consent) that all third party agreements, licenses or other contractual arrangements entered into by the Contractor for the purposes of the Agreement ('agreements') from the date the transition in process commences incorporate a term requiring the third party to consent to novation or assignment of those agreements to an alternative service provider or to the Principal upon termination of all or the applicable part of the Managed Services for any reason. The Contractor will bear any costs resulting from the inclusion of the above term in those agreements; and
- (f) prepare in accordance with clause 5 below, a procedures manual which will be the property of the Principal and which, in addition to any other requirements specified in the Agreement, must describe as a complete record how the Contractor will manage the delivery of and perform the Managed Services so as to comply with Good Industry Practice and meet its other obligations under the Agreement, including:
 - (i) the procedures and processes used to provide the Managed Services;
 - (ii) how compliance with the Service Levels and other performance factors will be measured and met;
 - (iii) procedures to identify and rectify failures in the quality of the Managed Services;
 - (iv) the acceptance procedure for Deliverables supplied pursuant to the Managed Services;
 - (v) how changes to the Managed Services or method of delivery will be identified and met;
 - (vi) proposed audit requirements;
 - (vii) staffing, reporting, planning, and supervisory activities to be undertaken; and
 - (viii) how the Contractor will perform and comply with its other obligations under the Agreement.

5. PROCEDURES MANUAL

5.1 In preparing and updating the Procedures Manual, the Contractor must take into account the reasonable comments and suggestions of the Principal. The Procedures Manual will not be deemed to have been completed until the Principal has given its written approval of its terms.

- 5.2** Notwithstanding any comments or suggestions of the Principal, the Contractor shall be solely responsible for ensuring that the Procedures Manual:
- (a) complies with Law; and
 - (b) does not prevent the Contractor from complying with its other obligations under the Agreement (including obligations contained in the Service Level Agreement).
- 5.3** Once finalised by the Contractor and approved by the Principal, the Contractor must provide the Managed Services and perform its obligations in accordance with the Procedures Manual. In the event of a conflict between the terms and conditions of the Agreement and the Procedures Manual, the terms and conditions of the Agreement will prevail.
- 5.4** The Contractor must continually update the Procedures Manual to reflect changes in the operations, functions, activities, plans, inventories, processes and procedures relevant to the Managed Services and the performance by the Contractor of its obligations under the Agreement. Updates of the Procedures Manual must be provided regularly (and at least once every Contract Year or more frequently as requested by the Principal) to the Principal for review and comment in accordance with clause 5.1.

6 SERVICE DELIVERY

- 6.1** Unless the Principal agrees otherwise in writing, the Managed Services:
- (a) must be performed in Australia; and
 - (b) must be undertaken by the Contractor using standard off the shelf software and readily available hardware and other equipment.

7 TRANSITION OUT PLAN

- 7.1** The Contractor shall, within six (6) months of the commencement of the Agreement if required by the Principal develop to the Principal's satisfaction a comprehensive transition out plan on a Time and Materials basis. The parties shall annually (or other period deemed appropriate by the Principal) review the transition out plan and the Contractor shall implement any agreed changes. On termination or expiry of the Agreement or part of the Agreement, the Contractor will if requested by the Principal, undertake those tasks and responsibilities set out in the transition plan accepted by the Principal.

8 TRANSITION OUT

- 8.1** On termination or expiry of the Agreement or part of the Agreement by the Principal, the Contractor will if requested by the Principal provide such assistance as is reasonably necessary for the Services to continue without interruption for a period of up to six months on the same terms of the Agreement to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Principal. Unless otherwise specified in the transition out plan, the Contractor must implement arrangements for:
- (a) the novation or assignment (to the extent practical) of any third party agreements, licences and other contractual arrangements entered into by the Contractor for the purposes of the Agreement ('agreements') or the transfer of management responsibility in respect of such agreements, from the Contractor to an alternative service provider or to the Principal. The Contractor must use its reasonable commercial endeavours to ensure that the transfer is effected without incurring to the Principal, any increases in or transfer charges for the products and services to which those agreements relate;
 - (b) the selling to the alternative service provider or to the Principal at fair market value any equipment used by the Contractor (not being Principal's Equipment) for the purposes of the delivery of the Managed Services;
 - (c) the transfer of the Principal's data and other property to an alternative service provider and/or to the Principal; and
 - (d) the granting by the Contractor to an alternative service provider and/or to the Principal of access to all material held by the Contractor and produced in connection with and for the purposes of delivering the Managed Services, regardless of the manner of storage, except that:
 - (i) there is no requirement pursuant to this sub-clause 8.1(d) for the Contractor to assign any Intellectual Property rights in such material; and

- (ii) the Principal must agree to comply with any reasonable security and confidentiality requirements stipulated by the Contractor in respect of access to such material.

8.2 This clause 8 survives termination or expiry of the Agreement for a period of six years.

9. TRANSFORMATION

9.1 The Parties agree that the purpose of Transformation is to improve the quality of the Managed Services in terms of efficiency, performance, functionality and cost effectiveness and accordingly Transformation is necessary for the Managed Services to be performed properly and to meet the Principal's objectives under the Agreement.

9.2 The Contractor must, at the written request of the Principal, carry out and implement the Transformation Activities described in the Agreement and in accordance with the timetables set out in the Transformation Plan developed in accordance with the Agreement.

9.3 The Contractor must follow best practice project management methodologies to perform Transformation and must provide a dedicated team made up of its best internal resources. The Contractor must also procure that the Contractor's subcontractors provide the necessary resources, people, software, licences and know-how in order for the Contractor to be able to perform the Transformation Activities.

9.4 If the Contractor fails to complete a Transformation Activity in accordance with the Agreement, then the terms and conditions of the Transformation Plan apply.

10. CONTRACTOR'S DUE DILIGENCE

10.1 The Contractor acknowledges and agrees that the Contractor was responsible for due diligence, for the evaluation of the information and materials disclosed to the Contractor (**Disclosed Data**) and for requesting any additional information that was necessary to fulfil the Contractor's obligations under the Agreement and that it carried out, to its satisfaction, adequate due diligence exercises and validation and verification exercises necessary to ensure that from the commencement of the Term the Contractor is able to provide the Managed Services in full compliance with the Agreement, including satisfying itself as to the nature, suitability and cost of all relevant equipment, assets, facilities, service performance requirements, terms and conditions of employment, contracts, transition arrangements, Intellectual Property, know-how and information.

10.2 The Contractor confirms that it has (or will ensure that, by the time required, it will have) all information, rights, hardware, equipment, software, materials, personnel, facilities and other items necessary to implement and provide the Managed Services in accordance with the Agreement.

10.3 The Contractor is not entitled to be relieved in any way from any risks or obligations imposed on or undertaken by it under the Agreement, nor (in the absence of fraud, dishonesty or malice by the Principal or any authorised person acting on behalf of the Principal) is it entitled to bring a Claim against the Principal (whether in contract, tort, by statute or otherwise, and whether or not arising out of any negligence on the part of the Principal or any of its agents, employees or contractors) because of:

- (a) any inaccuracy, insufficiency, error, omission, unfitness for purpose, defect or inadequacy of any kind in the Disclosed Data; or
- (b) the Contractor's failure to carry out due diligence or to satisfy itself that the Disclosed Data is accurate, complete or fit for purpose.

10.4 The Contractor agrees that any failure by the Contractor to carry out due diligence prior to the Term may not be used as a reason to increase the Contract Price, alter the Service Levels or refuse to provide any of the Managed Services.

10.5 The Parties agree that neither Party is entitled to any due diligence (or joint verification between the Contractor and the Principal) after the date of the Agreement.

10.6 The Principal gives no warranty, representation or undertaking that the Disclosed Data represents all of the information in its possession or power (either before or at the date of the Agreement) relevant or

material to the Managed Services and the obligations undertaken by the Contractor under the Agreement. The Principal is not liable to the Contractor in respect of any failure to:

- (a) disclose or make available to the Contractor (whether before or at the date of the Agreement) any information, materials, documents or data;
- (b) keep the Disclosed Data up-to-date; or
- (c) inform the Contractor (whether before or after the date of the Agreement) of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy in the Disclosed Data.

11. PRINCIPAL'S SUPPLIERS

11.1 The Contractor must co-operate (and must procure that the Contractor's subcontractors and the Contractor's Personnel co-operate) fully with all the Principal's Suppliers in connection with the provision of the Managed Services and must:

- (a) provide such access as the Principal's Suppliers reasonably require (on such notice as is reasonable in the circumstances and subject to such reasonable conditions as to confidentiality, security and non-interference as the Contractor or the Principal may propose) to the Contractor's premises and facilities and to information held by the Contractor or the Contractor's subcontractors or the Contractor's Personnel in relation to the Principal and the provision of the Managed Services;
- (b) take all necessary, desirable and reasonable steps to coordinate the efforts of the Contractor and the Contractor's subcontractors and the Contractor's Personnel with the Principal's Suppliers so as to prevent any failures in the Principal's supplier's delivery of services to the Principal;
- (c) reasonably assist the Principal in the management of the resolution or prevention of all problems or faults that involve or are contributed to or caused by the Principal's Suppliers;
- (d) attend, at no additional cost or charge to the Principal, any reasonable number of meetings with the Principal's Suppliers called by the Principal; and
- (e) provide reasonable assistance to the Principal's Suppliers in their provision of services to the Principal.

11.2 The Principal must use reasonable endeavours to ensure that the Principal's Suppliers cooperate with the Contractor to the extent necessary for the Contractor to comply with its obligations under the Agreement. The Principal must assist the Contractor in resolving problems with the Principal's Suppliers where the Contractor notifies the Principal that the Principal's Supplier is having an adverse impact on the Managed Services.

11.3 The Principal may direct the Contractor to accept and use the services of one or more third party suppliers in the performance of the Managed Services, in which case the Contractor must appoint that third party as a subcontractor of the Contractor in respect to those services.

12. MANAGEMENT OF THE PRINCIPAL'S SUPPLIERS

12.1 The Principal may from time to time appoint the Contractor to manage (by way of assistance to the Principal or on the Principal's behalf) the relationship or contract between the Principal and a Principal's Supplier.

12.2 The Principal must notify the Contractor of its intention to appoint the Contractor as manager under clause 12.1, giving details of the nature and extent of the intended authority and role of the Contractor. Upon receipt of the Principal's notice, the Parties must discuss and agree the terms of the Contractor's appointment and (unless and to the extent that the appointment or responsibility is not already specified in the Agreement) any increase to the Contract Price in respect of the Contractor carrying out that appointment.

12.3 The Contractor must at all times comply with the reasonable instructions of the Principal in the carrying out of the appointment, and the Principal may at any time (by notice to the Contractor) terminate the

appointment. Subject to appointment of the Contractor under clause 12.1, the Principal must indemnify the Contractor against all costs, claims and expenses incurred by the Contractor as a result of a claim made by a Principal's Supplier that arises as a result of the Contractor complying with any instructions received from the Principal. Subject to appointment of the Contractor under clause 12.1, the Contractor must indemnify the Principal against all costs, claims and expenses incurred by the Principal as a result of a claim made by a Principal's Supplier that arises as a result of the Contractor not complying with the instructions of the Principal.

- 12.4** The Contractor must refer promptly to the Principal any query or dispute raised by the Contractor or the relevant Principal's Supplier regarding the Contractor's carrying out of its appointment.

13 PRINCIPAL'S EQUIPMENT

- 13.1** The Contractor acknowledges that it has recommended:

- (a) that the Principal retain the Existing Equipment for the performance by the Contractor of the Managed Services and that the Principal has retained the Existing Equipment in reliance of the skill and judgement of the Contractor; and
- (b) that the Principal obtain the Recommended Equipment for the performance by the Contractor of the Managed Services and that the Principal has obtained or will obtain the Recommended Equipment in reliance of the skill and judgement of the Contractor.

- 13.2** The Principal grants to the Contractor during the Contract Term the rights of access to, and use of, the Principal's Equipment solely to the extent necessary for performing the Managed Services. This right of access and use terminates automatically without notice from the Principal upon termination of the Agreement (except to the extent only that the Contractor requires the right of use to continue in order to perform its continuing obligations under the Agreement). The Contractor is responsible for the safe return of the Principal's Equipment to the Principal.

- 13.3** The Contractor warrants that the Principal's Equipment is fit for purpose and sufficient to enable the Contractor to perform the Managed Services in accordance with the Agreement.

- 13.4** The Contractor acknowledges that the Principal's Equipment at all times remains the Principal's or the applicable third party lessor's property and that the Contractor has no (nor is it entitled to acquire any) legal or equitable claim to Principal's Equipment, and agrees not to contest ownership of the Principal's Equipment.

- 13.5** Throughout the Term and after the Term for the purposes of transition out under clause 8, the Contractor must keep the Principal's Equipment that it uses to provide the Managed Services separate from the property of the Contractor and of third parties, and ensure that the Principal's Equipment is properly identified as the Principal's property and not delete, remove or deface any labelling or other markings placed on the Principal's Equipment by or on behalf of the Principal.

- 13.6** The Contractor:

- (a) must ensure that the Principal's Equipment is used in a skilful and proper manner (and in accordance with any operating instructions issued for them) by properly skilled and trained persons;
- (b) must, unless otherwise agreed with the Principal, keep the Principal's Equipment in good repair condition and working order, serviced, cleaned and maintained and must notify the Principal as soon as practicable in the event of any loss or damage to the Principal's Equipment;
- (c) acknowledges that the Principal's Equipment is at the Contractor's sole risk and the Contractor must procure that it is kept safe, secure and insured in accordance with the provisions of the Agreement; and
- (d) must ensure that the Principal's Equipment is only located or stored (temporarily or otherwise) in premises owned or controlled by the Principal or in premises owned or controlled exclusively by the Contractor (and details of those premises must be notified to the Principal before the Principal's Equipment is located or stored in them);
- (e) must at all times allow the Principal to have access to all or any of the Principal's Equipment for

the purpose of viewing, inspecting or testing any of the Principal's Equipment, and to any of the Principal's data stored or recorded in the Principal's Equipment;

- (f) waives any rights which may arise under Law to take a lien over the Principal's Equipment for any sums due to the Contractor pursuant to the Agreement; and
 - (g) must not purport to pledge or in any way charge any of the Principal's Equipment or create (or attempt to create) any Security Interest in the Principal's Equipment (and must ensure that none of the Contractor's Subcontractors or members of the Contractor's personnel does so).
- 13.7** The Contractor shall indemnify the Principal for any loss or destruction of, or damage to any of the Principal's Equipment caused by a breach of the Agreement or by any wrongful or negligent act or omission of the Contractor or its subcontractors (or any of their personnel).

14. THIRD PARTY SOFTWARE

- 14.1** The Contractor acknowledges that it has recommended:
- (a) that the Principal retain the Existing Third Party Software for the performance by the Contractor of the Managed Services and that the Principal has retained the Existing Third Party Software in reliance of the skill and judgement of the Contractor; and
 - (b) that the Principal obtain the Recommended Third Party Software for the performance by the Contractor of the Managed Services and that the Principal has obtained or will obtain the Recommended Third Party Software in reliance of the skill and judgement of the Contractor.
- 14.2** The Principal grants to the Contractor during the Contract Term the rights of access to, and use of, the Third Party Software on the terms of the Third Party Software Licences solely to the extent necessary for performing the Managed Services. This right of access and use terminates automatically without notice from the Principal upon termination of the Agreement (except to the extent only that the Contractor requires the right of use to continue in order to perform its continuing obligations under the Agreement) or upon termination of the Third Party Software Licences.
- 14.3** The Contractor warrants that the Third Party Software is fit for purpose and sufficient to enable the Contractor to perform the Managed Services in accordance with the Agreement.
- 14.4** The Contractor agrees to comply at all times with the terms of the Third Party Software Licences (including as though the licensee of the software under those licences) and shall indemnify and keep the Principal indemnified against all costs, claims and expenses suffered or incurred by the Principal by reason of the Contractor, its subcontractors or any of their personnel failing to comply with those terms.

15. TECHNOLOGY PLAN

- 15.1** The Contractor must, subject to the review and approval of the Principal, develop and establish the strategic direction of the Managed Services, having regard to the desire to ensure the continued evolution of those services so as to adopt technological developments and improvements in the manner in which those services are supplied by Supplier, received by End Users and the manner in which End Users benefit from them.
- 15.2** For each Contract Year, the Contractor must prepare a technology plan (**Technology Plan**) in consultation with the Principal, in accordance with the terms and conditions of this clause 15 to support the strategic direction of the Managed Services. The Contractor must provide the Managed Services in accordance with the Technology Plan approved by the Principal.
- 15.3** The Contractor must ensure that the Technology Plan is innovative, follows best practice principles and demonstrates a continuous step-change towards leading technology developments. The Technology Plan must be approved by the Principal, at the Principal's reasonable discretion, and must demonstrate continuity with the Principal's technology roadmaps.

15.4 The Technology Plan must comprise:

- (a) a comprehensive assessment and strategic analysis for the next 3 years of the then-current technology and services used by the Contractor to provide the Managed Services, including the technology used and required by the Principal for its own internal business purposes (**Technology Strategy Plan**), including:
 - (i) an assessment of the appropriate direction for the technology, IT systems and services, in light of the Principal's priorities and strategies and competitive market forces (to the extent the business information is provided by the Principal to the Contractor);
 - (ii) a specific identification of proposed strategies and direction relating to infrastructure and applications;
 - (iii) information about the risks to the Managed Services associated with any proposed technology changes and appropriate mitigating strategies to be deployed;
 - (iv) a 3 year plan and a projected time schedule for developing, achieving and implementing the recommended elements; and
- (b) as necessary to implement and support the Technology Strategy Plan described in clause 15.4, an annual implementation plan (**Technology Operating Plan**) which must:
 - (i) provide specific guidance as to the information services requirements, projects, and plans for the upcoming year, including details on operations, maintenance backlog and development activities in each case required to implement the Technology Strategy Plan;
 - (ii) include a summary review of the Contractor' provision of the Managed Services in the year then concluding and review and assess the Technology Plan in respect of that year; and
 - (iii) address the introduction and integration of any new services into the Technology Plan.

15.5 The Technology Plan must be revised annually in accordance with clause 16 and in a manner that supports the Principal's annual business planning cycle. The Technology Plan must also be updated during the year as necessary to reflect those changes in the requirements of the Principal which materially impact the validity of the then-existing Technology Plan. In accordance with clause 16, the Contractor must recommend modifications to the Technology Plan as it considers appropriate, and must revise the Technology Plan as reasonably requested or agreed by the Principal.

15.6 The Contractor must prepare a draft of the Technology Plan with input from key business users of the Principal, and must submit the draft to the Principal for the Principal's review and agreement. The Contractor must submit the final Technology Plan within 15 days after receiving the Principal's comments on the draft. The draft of the Technology Plan for the first year of the Agreement must be provided within 3 months after the date of the Agreement.

16. ANNUAL REVIEWS

- 16.1** Within 60 days after the end of a Contract Year, the Contractor with the co-operation of the Principal must:
- (a) in relation to the Contract Year just ended, review the overall operation of the Agreement to ensure that the Managed Services continue to meet the Principal's requirements and to determine whether improvements or changes may and should be made to the Managed Services and the methods of service delivery;
 - (b) work with the Principal and provide advice and guidance with regard to trends and planning specific to the Principal's business requirements;
 - (c) in relation to the Contract Year just ended, review actual performance against the requirements set out in the Service Level Agreement and the other obligations of the Contractor under the Agreement;
 - (d) review the Service Level Agreement having regard to the Contractor's obligations in clause 21 of this Module 11 (Continuous Improvement);
 - (e) in relation to the Contract Year just ended, review audit findings;
 - (f) in relation to the Contract Year just ended, review compliance with all applicable Laws;
 - (g) review the suitability of the Contract Price;
 - (h) in relation to the Contract Year just ended, summarise the surveys carried out under clause 17 of this Module 11 (Satisfaction Surveys);
 - (i) in relation to the Contract Year just ended, review and discuss any Benchmark Review;
 - (j) in relation to the Contract Year just ended, review compliance with the Technology Operating Plan; and
 - (k) in relation to the Contract Year just ended, review any other matters reasonably required by the Principal.
- 16.2** Within 30 days after completion of an Annual Review, the Contractor must prepare and submit to the Principal a written report on the findings of the review. Changes proposed as a result of the Annual Review must, where appropriate, be dealt with in accordance with clause 13 of the Standard Terms and Conditions.

17. SATISFACTION SURVEYS

- 17.1** The Contractor must take the following steps to monitor, maintain and enhance the satisfaction of End Users' receipt of the benefit of the Managed Services:
- (a) undertake at the Contractor's cost, comprehensive surveys of End Users' satisfaction with the Managed Services every 6 months (or as otherwise agreed between the Parties) during the Term, according to survey parameters pre-approved by the Principal in writing (such approval not to be unreasonably withheld, provided that the Principal may require that surveys be conducted by a third party that has experience in undertaking such surveys) and ensure that a full analysis of the results of each survey is reported to the Principal within 1 month after the date of completion of the survey;
 - (b) implement procedures to ensure feed-back from End Users in respect of the Managed Services is captured; and
 - (c) attend, as requested by the Principal, meetings with the Stakeholders in order to ascertain the satisfaction of the Stakeholders with the Managed Services.
- 17.2** The Principal is entitled from time to time, at its own expense and in addition to the surveys to be conducted under clause 17.1(a), to appoint third parties to conduct surveys of End User's satisfaction with the Managed Services and the Contractor agrees that it will provide all information and assistance requested by the Principal to facilitate and to assist with the conduct of such surveys.

18. INNOVATION ROAD MAP

- 18.1 The Contractor is responsible for researching and reviewing innovative ways in which:
- (a) the Managed Services may be used to develop or realise new commercial opportunities;
 - (b) the Managed Services may be used by the Principal or received by End Users; and
 - (b) services that have application to the Managed Services are performed, utilized and developed by suppliers in and outside Australia,

and the Contractor must provide a written report (**Innovation Report**) of the outcome of that research and review to the Principal on each anniversary of the date of the Agreement, such report to suggest ways in which best practice innovation may be undertaken with respect to the Managed Services and associated service outcomes.

- 18.2 The Contractor must in consultation with the Principal, develop an innovation road map (**Innovation Road Map**) that establishes the manner in which innovation identified in the Innovation Report is to be incorporated into the Managed Services.
- 18.3 The Contractor agrees that it will be bound by the terms of each Innovation Road Map agreed to by the Principal in writing.

19. BENCHMARKING

- 19.1 The Principal has the right to benchmark the Contract Price and the performance standards set out in the Service Level Agreement for all or any part of the Managed Services in accordance with this clause 19.
- 19.2 The Principal may initiate a benchmarking review in respect of all or any part of the Managed Services (**Benchmarked Services**) at any time. The benchmarking review will be based on the result of a market test in order to determine whether the Contract Price and performance under the Agreement in respect of the Benchmarked Services is market competitive.
- 19.3 For the purpose of the Benchmarked Services, the Contract Price will be considered to be market competitive unless the Principal can reasonably demonstrate that the weighted average prices offered for a basket of services of equivalent volume, type and quality by at least 3 major providers of such services in Australia, subject to any reasonable adjustments to pricing to reflect differences in infrastructure and related costs, are less than the Contract Price levied by the Contractor.
- 19.4 If the Principal is of the reasonable opinion that the Contract Price levied by the Contractor is not market competitive but the Principal is unable to identify competing offers from 3 major providers as referred to above, then the Principal may refer the matter to an expert for determination as provided for in clause 3.7 of the Standard Terms and Conditions. Any determination by the expert must be based on the same principles as set out above (except for the requirements to consider 3 major providers of such services) and will be final and binding on the Contractor and the Principal.
- 19.5 Where it is demonstrated or determined that the Contract Price for the Benchmarked Services is not market competitive, then the Contractor shall within 60 days reduce the Contract Price so that it is market competitive.
- 19.6 The parties agree that prices which would be considered to be predatory or commercially unsustainable will be excluded from the calculation of market competitive prices to be determined under this clause.

20. GAINSHARING

- 20.1 Without prejudice to clause 19 (Benchmarking), the Contractor must plan for, identify and realise opportunities to reduce further the Contract Price. If Supplier identifies major technological advancements and improvements in methods of delivering services of a kind provided for in the Agreement that could further reduce the Contract Price, Supplier must present the Principal with a business case for joint investment. Unless otherwise agreed in writing, not less than 80 per cent of the net benefit of that joint investment will be utilised to reduce the Contract Price.

21. CONTINUOUS IMPROVEMENT

- 21.1** The Contractor shall in addition to its obligations in clauses 15, 18 and 20 of this Module 11, continuously improve the manner in which and standards to which the Managed Services are provided, so as to ensure that the manner in which and the standards to which they are provided are at all times better than or consistent with Good Industry Practice.



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MODULE 11A SPECIAL TERMS RELATING TO MANAGEMENT OF GTA CATEGORY 1B SERVICES AND CORE NETWORK SERVICES

SPECIAL TERMS

- A. These special terms ("**Special Terms**"):
- (a) apply where the Principal appoints the Contractor as a Managed Service Provider for the purpose of providing Managed Services to it in relation to (and to act as its authorised representative in relation to the ordering, provisioning and management of) GTA Category 1B Services and/or Core Network Services ("**GTA and Core Network Managed Services**"); and
 - (b) together with the annexed Service Description, are incorporated into and form part of this Module 11A (including for the purposes of construing the Order of Priority recited in Part 1 of the Agreement).
- B. In the event of any inconsistency between these Special Terms and the annexed Service Description in relation to the Contractor's provision of the GTA and Core Network Managed Services, these Special Terms shall prevail.

1. DEFINED TERMS

- (a) In these Special Terms:

"Agreement" means, in connection with the supply of GTA and Core Network Managed Services only, an agreement entered into between the Principal and the Contractor in respect of GTA and Core Network Managed Services in the form attached to this Module 11A;

"Principal" means, in connection with the supply of GTA and Core Network Managed Services, the entity described in the Agreement Details and includes its Personnel;

and a capitalised term not defined above has the meaning given to it in the Dictionary.
- (b) The definitions above shall apply to the exclusion of any equivalent defined term contained elsewhere in the Agreement for the purposes of GTA and Core Network Managed Services.

2. AGREEMENT PROCESS

The Principal or its nominated Managed Service Provider may specify the nature of GTA and Core Network Managed Services sought and provide all relevant details relating to those services as required to be completed in the Agreement.

3. **AMENDMENTS TO THE TERMS OF THE AGREEMENT**

To the extent the Agreement relates to GTA and Core Network Managed Services, the Agreement is automatically terminated in relation to those Services immediately upon the termination or expiry of contracts for the supply of the GTA Category 1B Services and/or Core Network Services to which they relate.



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State Procurement

MODULE 12

SYSTEMS INTEGRATION SERVICES

1. INTERPRETATION

1.1 The terms and conditions included in this Module 12 form part of the Agreement and apply for the provision of Systems Integration Services.

1.2 In this Module, unless the contrary intention appears:

“System” means the system specified in the Agreement that the Contractor must provide after it has performed the Systems Integration Services.

“Systems Integration” means, in relation to a System, the process of assembling complete systems out of many components and integrating them so that all the components work together.

“Systems Integration Services” means the Services for Systems Integration specified in the Agreement to be provided by the Contractor to the Principal.

“Test Data” means data or input that is used to ensure that an algorithm or program functions correctly.

“Warranty Period” means for Systems Integration Services, the first 90 days after the AAD for the Services or any greater period specified in the Agreement Details.

1.3 Other capitalised words and expressions used in this Module are defined in Part 3 of the Agreement.

2. PERIOD OF SERVICES

2.1 The Systems Integration Services must be provided for the period of the Agreement unless the Agreement is earlier terminated in accordance with the provisions thereof.

3. COMPONENTS OF THE SYSTEM

3.1 If, as part of the Systems Integration Services, a Deliverable is required to which the terms or conditions of another Module relate, those Deliverables may be procured by the Contractor either:

- (a) as a Nominee Purchaser, by placing an order under the relevant agreements; or
- (b) as specified in the Agreement.

3.2 For the avoidance of doubt:

- (a) Hardware must be procured in accordance with the terms and conditions of Module 1 (Hardware Acquisition and Installation);
- (b) Hardware must be maintained in accordance with the terms and conditions of Module 2 (Hardware Maintenance Services);
- (c) Software Products must be licensed to the Principal in accordance with the terms and conditions of Module 3 (Licensed Software);
- (d) Development Services for a Systems Integration must be procured in accordance with the terms and conditions of Module 4 (Development Services);
- (e) Software Support must be procured in accordance with the terms and conditions of Module 5 (Software Support Services);
- (f) IT Personnel must be engaged in accordance with the terms and conditions of Module 6 (IT Personnel);
- (g) Professional Services must be procured in accordance with the terms and conditions of Module 7 (Professional Services);
- (h) Data Services must be procured in accordance with the terms and conditions of Module 8 (Data Management);
- (i) Telecommunications Services must be procured in accordance with the terms and conditions of Module 9 (Telecommunications Services);
- (j) Web hosting Services and Internet Services must be procured in accordance with the terms and conditions of Module 10 (Web Services); or
- (k) Managed Services must be procured in accordance with the terms and conditions of Module 11 (Managed Services).

4. SYSTEMS INTEGRATION SERVICES

- 4.1** The Contractor must provide the Systems Integration Services specified in the Agreement. The Contractor shall assume project management and control including management of the project risks which are identified as the Contractor's responsibility under the Agreement.
- 4.2** The Contractor shall supply the Deliverables specified in the Agreement.
- 4.3** The Systems Integration and Systems Integration Services must as a minimum meet the Contract Specifications.
- 4.4** The Contractor agrees to provide a transition out plan that meets the obligations set out in clause 10 within 30 days of the Commencement Date.
- 4.5** The Principal must include in or annex to the Agreement its Statement of Requirements. The Principal, in accordance with clause 8, Part 2 of the Agreement, must as soon as practicable:
 - (a) make available to the Contractor all relevant instructions, information, data, documents, specifications, plans, drawings and other materials; and
 - (b) answer queries made by the Contractor relating to the Principal's requirements in connection with the provision of the System.
- 4.6** The Principal shall supply the Principal's Materials specified in the Agreement and comply with its obligation under clause 8, Part 2 of the Agreement to repair or replace the Principal's Materials.
- 4.7** The Principal will allow the Contractor reasonable access to the Site for the purpose of meeting its obligations to supply the System Integration Services.

5. IMPLEMENTATION PLANNING STUDY

- 5.1** The Contractor shall prepare an implementation planning study in accordance with clause 11.6, Part 2 of the Agreement.

6. PROJECT IMPLEMENTATION AND PAYMENT PLAN (PIPP)

- 6.1** The Contractor must prior to performing the Systems Integration Services prepare a PIPP for the approval of the Principal, which when approved forms part of the Contract Specifications.
- 6.2** Without limiting the effect of clause 4.1, the Contractor must perform the Systems Integration Services at the times and in the manner set out in the PIPP.
- 6.3** A Party may periodically review the PIPP. A Party must not unreasonably refuse a Change Request to adjust the Services or to improve the Services under the PIPP.
- 6.4** The Contractor must in accordance with the PIPP implement all activities set out in the PIPP for the performance of the Systems Integration Services and perform any other Services specified in the Agreement.
- 6.5** The PIPP for the Systems Integration Services must, unless otherwise specified in the Agreement, include the following Stages:
- (a) assessment and definition of the:
 - (i) Principal's existing system, if necessary;
 - (ii) System;
 - (iii) Principal's goals, requirements and expectations in respect of the Systems Integration which must include a statement of:
 - (A) the Contractor's understanding of the Principal's and/or User's experience and requirements in relation to the Systems Integration;
 - (B) the objectives to be met by the Contractor; and
 - (C) the scope of the Systems Integration;
 - (iv) required Deliverables;
 - (v) resources required (including any resources to be made available by the Principal); and
 - (vi) complexity of the project;
 - (b) a feasibility study in which the Contractor makes the determination (and includes any appropriate recommendations) as to whether the Contractor's Systems Integration Services proposals are capable of meeting Principal and/or User's needs and expectations taking into account budgetary, operational, technical and time considerations;
 - (c) Development of a strategy for the Systems Integration that is appropriate for the Principal's needs and its User population covering all appropriate planning and timetabling issues associated with the Systems Integration Services including:
 - (i) identification of the Services to be performed;
 - (ii) identification and procurement of necessary Products;
 - (iii) allocation of responsibilities within each Party's organisation;
 - (iv) staging of the project;
 - (v) development of a Milestones and payment schedule; and
 - (vi) implementation of the Services;
 - (d) Implementation of the Systems Integration Services in accordance with clause 4;
 - (e) Testing and acceptance of the Systems Integration in accordance with clause 10.5, Part 2 of the Agreement.

7. MAINTENANCE OF PRINCIPAL'S MATERIALS

- 7.1** If specified in the Agreement, the Contractor is hereby appointed as agent to manage any existing maintenance obligations in respect of Principal's Materials specified in the Agreement during the period of the Agreement.

8. SYSTEM ACCEPTANCE

Certificate of Acceptance

- 8.1** Acceptance of all or any part of the System Integration Services, will only occur
- (a) after completion of Acceptance Tests on the System in accordance with clause 10.5, Part 2 of the Agreement; and
 - (b) on the date specified in the certificate of acceptance issued to the Contractor by the Principal.
- 8.2** For the purposes of clause 10.5.10, Part 2 of the Agreement, a certificate of acceptance under 10.5.10(a) will be the only sufficient form of notification of acceptance that the Systems Integration Services have been performed in accordance with the Agreement.
- 8.3** The Principal must issue the certificate of acceptance within the Acceptance Notification Period after the successful completion of the Acceptance Tests in relation to the System, or notify the Contractor that the Contractor that the Principal is not satisfied on reasonable grounds that the Acceptance Tests have been passed.

Final System Acceptance

- 8.4** Once all of the Systems Integration Services have been performed and each Deliverable comprised in the System, tested and certified as accepted by the Principal, final System Acceptance Tests in accordance with clause 10.5, Part 2 of the Agreement may be conducted by the Principal.
- 8.5** Unless the Principal has notified the Contractor that it is not satisfied that the final System Acceptance tests have been passed, the Principal must issue a final System certificate of acceptance within the Acceptance Notification Period after it has conducted final System Acceptance Tests.

9. SYSTEM WARRANTY

- 9.1** The Contractor warrants that all components of the System will combine and interact with each other in accordance with the Contract Specifications.
- 9.2** Without limiting any other rights of the Principal, the Contractor will promptly rectify any Defect in the System that occurs as a result of the Systems Integration Services during the first 90 days after the AAD for the Services or any greater Warranty Period specified in the Agreement Details.

10. TRANSITION OUT PLAN

- 10.1** The Contractor shall, within 6 months of the commencement of the Agreement if required by the Principal develop to the Principal's satisfaction a comprehensive transition out plan on a Time and Materials basis. The parties shall annually (or other period deemed appropriate by the Principal) review the transition out plan and the Contractor shall implement any agreed changes.

11. TRANSITION OUT

11.1 On termination of the Systems Integration Services for any reason, and subject to any other requirements in the Agreement, the Contractor will, if requested by the Principal for the period of up to 6 months on the same terms of the Agreement, assist the Principal in transferring responsibility for providing the Systems Integration Services either to an alternative service provider or to the Principal itself. Unless otherwise specified in the transition out plan, the Contractor must implement arrangements for:

- (a) the novation or assignment (to the extent practical) of any third party agreements, licences and other contractual arrangements entered into by the Contractor for the purposes of the Agreement ('agreements') or the transfer of management responsibility in respect of such agreements, from the Contractor to an alternative service provider or to the Principal. The Contractor must use its reasonable commercial endeavours to ensure that the transfer is effected without incurring to the Principal, any increases in or transfer charges for the products and services to which those agreements relate;
- (b) an offer to sell to the alternative service provider or to the Principal itself at fair market value any equipment used by the Contractor in conjunction with and dedicated solely to the delivery of the Systems Integration Services;
- (c) the transfer of the Principal's data to an alternative service provider and/or to the Principal itself; and
- (d) the granting by the Contractor to an alternative service provider and/or to the Principal itself of access to all material held by the Contractor and produced in connection with and for the purposes of delivering the Systems Integration Services, regardless of the manner of storage, save that:
 - (i) there is no requirement pursuant to this sub-clause 11.1(d) for the Contractor to assign any Intellectual Property Rights in such material; and
 - (ii) the Principal must agree to comply with any reasonable security and confidentiality requirements stipulated by the Contractor in respect of access to such material.

11.2 This clause 11 survives termination or expiry of the Agreement for a period of 6 years.

PART 6 - SERVICE LEVEL AGREEMENT (SLA)

SLA SERVICE LEVEL AGREEMENT

Document Control

VERSION HISTORY

Version	Date	Comments
Draft 01		

DOCUMENT DISTRIBUTION

Copy NO	Location	Holder
01		
02		
03		
04		
05		
06		
07		
08		

REVIEW AND APPROVAL

Company	Name	Date	Signature

*** 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	Principal
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)*:

- ☐ Hardware Maintenance Services
- ☐ Software Support Services
- ☐ IT Personnel
- ☐ Professional Services
- ☐ Data Management
- ☐ Telecommunications
- ☐ Web Services
- ☐ Managed Services
- ☐ Systems Integration

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.

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 11.2 of the Agreement.*

Management Meetings

1.7 *Identify when and how often these should occur (clause 11.2 of the Agreement)*

Notification Procedure

1.8 *How are problems in relation to performance of the Services to be notified by the Principal 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	<p>Principal: Service Level Agreement Manager Name and Contact Details</p> <p>Contractor: Service Level Agreement Manager Name and Contact Details</p>
Level 2	<p>Principal:</p> <p>Contractor:</p>
Level 3	<p>Principal:</p> <p>Contractor:</p>
* Table 1 Escalation levels	

Site Information

1.10 *Location, specific requirements or unique features about the Site should be set out here, as applicable (clauses 8.4 and 11.5 of the Agreement).*

Hours of Operation

1.11 *What are the Principal's normal hours of operation? When can Services be performed with minimal disruption to the Principal's operations?*

Contract Variations

1.12 Where the Principal 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 Principal's requirements under the Agreement which impacts on the contractual terms, then a Contract Variation must be effected in accordance with clause 13.2 of the Agreement.

Referenced Documents

1.13 *Include details of any Documents that are relevant to the performance of the Services (see clause 10.6 of the Agreement).*

2. SERVICES**Principal Responsibilities**

2.1 *Identify any resources that are to be supplied by the Principal and any responsibilities that are to be retained by the Principal (see clause 8 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 Principal 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 11.4 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 7.10 and 11.3 of the Agreement. Identify the reports and analysis the Principal requires the Contractor to generate as to Service Level performance.

(c) Risk Management and Problem Prevention

(d) Quality Management

(e) Asset Management

The Principal 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.

2.2.3 Disaster Recovery and Business Continuity Planning

See Clause 11.12 of the Agreement. The Principal 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 Principal 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 Principal 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.

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.

2.2.6 Technical

- ☐ Hardware Maintenance Services
- ☐ Software Support Services
- ☐ IT Personnel
- ☐ Professional Services
- ☐ Data Management
- ☐ Telecommunications
- ☐ Web Services
- ☐ Managed Services
- ☐ System Integration Services

Define technical expectations of the Principal, 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 telecommunications links, bandwidth capacity or third party service interruption issues.*

3.2 *Also it may be an expectation of the Principal 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 Principal 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 Principal Responsibilities**

Responsibility *Indicate the Responsibility e.g. maintenance of Principal 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 e.g. Server maintenance*

- (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 Rebate and Service Credit regime may then be applied against amounts due to the Contractor.

6.2 Rebates and Service Credits

Insert appropriate Rebate and Service Credit regime

Guide Notes:

The Parties may wish to apply categories of criticality to each Service Level for the purposes of assessing when rebates or service credits should apply. As an example:

Category 1 – High level of criticality

Category 2 – Moderate level of criticality

Category 3 – Low level of criticality

Rebates for failure to meet a Service Level could be expressed to apply in different percentages depending on the Service Level category outline above. By way of example if a 5% rebate were to apply to monthly charges payable to the Contractor for failure to meet a Service Level, the rate could be expressed as follows:

For **Service Level Category 1** failures: 100% of the 5% rebate

For **Service Level Category 2** failures: 50% of the 5% rebate

For **Service Level Category 3** failures: 10% of the 5% rebate

Service credits may be awarded for service delivery that exceeds the agreed targets. Service credits can be offset against any rebate due in an agreed accounting period so that the net Rebate can be calculated.

By way of example Service Credits can be accumulated on a monthly basis. The cumulative tally of Service Credits can be reset to zero at the end of an agreed period (perhaps quarterly) after offsetting against the Rebate applicable for that same period.

For exceeding all **SL Category 1** targets the Service Credit is 50% (of 5%)

For exceeding all **SL Category 2** targets the Service Credit is 30% (of 5%)

For exceeding all **SL Category 3** targets the Service Credit is 10% (of 5%)

7. CONTRACTUAL REMEDIES

Where the Contractor does not meet the same Service Level under the Service Level Agreement for each three (3) months in any consecutive six (6) month period, then, without prejudice to any other rights of the Principal:

- (a) the Contractor shall promptly undertake a detailed root cause analysis of the reasons for the failure and provide a written report the Principal within 14 days of the end of the 3rd month of failure, setting out the reasons for failure and the Contractor's proposal to ensure that the failure does not re-occur; and
- (b) the Contractor shall immediately increase by not less than double, the human resources responsible for the provision and supervision of the affected Services until such time as the applicable Service Levels have been achieved for each month in a consecutive three (3) month period.

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 Principal shall be entitled to treat such failure as a substantial breach for the purposes of clause 14.2 of the Agreement.

The Parties would otherwise rely on the contractual remedies available in the Agreement:

- ☐ *clauses 3.5 Issue Resolution*
- ☐ *clause 10.7 Extension of Time*
- ☐ *clause 11.11 Retention of Moneys*
- ☐ *clause 12.4 Suspension of Payments*
- ☐ *clause 13 Variations*
- ☐ *clause 14.1 Termination for Convenience*
- ☐ *clause 14.2 Termination of this Agreement for Breach by the Contractor*
- ☐ *clause 14.4 Termination for Breach by the Principal*

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 Principal, 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:

“Rebate” means the rebate specified in the Service Level Agreement.

“Service Credit” means the service credit specified in the Service Level Agreement.

9.2 Other capitalised words and expressions used in this SLA are defined in Part 3 of the Agreement.



State Procurement is a Business Unit of the NSW Department of Commerce

**State Procurement invites this tender for and on behalf of the
NSW Ministry of Transport**

PART E – Special Requirements

MoT-ITIS2009_01

Integrated Transport Information Services (ITIS)

There are no Special Requirements within this RFT

This Part is intentionally left blank

Section 5

Internet Services Requirements

1 Overview

- 1.1 The Contractor is required to provide the Internet Services requirements both for Service Continuity and Service Enhancements. The Internet Services feature common service and performance requirements as well as being used as a delivery channel for other services, therefore it should be read in conjunction with:
- a) The Common Service Requirements specified in Section 1
 - b) The KPIs specified in Section 7
 - c) The Trip Planning services specified in Section 2
 - d) The Customer Feedback services specified in Section 3
 - e) The technical, data and support services specified in Section 8
- 1.2 For the purposes of ensuring Service Continuity, the Contractor may choose to continue to use the existing Internet Services systems in place, or to substitute with other systems that meet the requirements specified herein.
- 1.3 The ITIS Website is accessible via the URL <http://www.131500.info>, and also via <http://www.131500.com.au>. The Contractor is invited to make recommendations if this situation is suggested to be changed.
- 1.4 There is a rudimentary proprietary content management system that allows the Ministry and stakeholders to update certain information on the website without the intervention of the webmaster. All other changes to the website require the intervention of the webmaster. Detailed information describing the current functionality is available in "Pages – Pages with Dynamic Content" in Appendix A: of this Section. The Contractor is requested to comment on this setup, especially with regards to Continuity of Services.
- 1.5 The current website utilises Active Server Pages running on Microsoft Internet Information Service Version 5. The Contractor is requested to make suggestions as to its preferred web environment.
- 1.6 The website is hosted by AAPT/Powertel under a separate agreement to the prime contract, which survives the prime contract. The Contractor is requested to make suggestions as to the future hosting.
- 1.7 If the Contractor requires that a new website be developed in order to support Service Continuity, then the Contractor should:

- 1.7.1 Specify all the assumptions, costs and timeframe implications of this approach, including measures to ensure the ongoing provision of all required support services.
- 1.7.2 Clearly identify all risks and risk mitigation strategies (and associated costs) required to ensure the continuity of Internet Services using this approach.

2 Service Continuity

Except where specifically stated otherwise the requirements listed in this clause are common for:

- Service Continuity
- Service Enhancements

Critical Functions

The Contractor must ensure that the transactions listed below are performed in accordance with their individual requirements:

All common transactions are identified and specified in “Summary of 131500 Transactions” table in Appendix C of Section 1.

- 2.1 The Contractor must ensure that ITIS supports the required Internet Services transactions according to the “131500 Transactions and Services Matrix” table in Appendix C of Section 1 and KPIs set out in Section 7.
- 2.2 The Contractor is required to ensure that website and mobile phone content requirements are met as per Appendix A: of this Section.
- 2.3 The Contractor should provide online:
 - 2.3.1 Trip planning within the ITIS Coverage Area.
 - 2.3.2 Special Event transport service information.
 - 2.3.3 Timetable information, alteration to timetable information, service disruptions and resumptions as advised by the Agencies.
 - 2.3.4 Ticketing, price and entitlement information.
 - 2.3.5 Information on track work, rail possessions and close downs.
 - 2.3.6 Feedback forms specific to modes of transport that capture Feedback from Customers and facilitates their insertion to the CFS. The Customer Feedback Services requirements are specified in Section 3.

Hours of Operation

- 2.4 The Internet Services should be available at all times and in accordance with the KPIs set out in Section 7.

- 2.5 The Contractor is required to perform maintenance on the Internet Services scheduled at a time when impact on users is at a minimum.

Updates and Modifications

- 2.6 All modifications or updates of the service should follow the Service Management processes specified in Section 6.

3 Service Enhancements

Critical Functions

- 3.1 Overall usability of Internet Services including but not limited to site navigation and content presentation should be structured such that frequent users as well as novice users can typically find what they are looking for with a minimum number of steps (clicks or searches). The Contractor is required to provide detailed information on usability best practices and guidelines they follow.
- 3.2 The website should offer a sophisticated keyword based searching functionality that:
- 3.2.1 Performs searches using regularly updated indexes.
 - 3.2.2 Returns results in a very responsive manner.
 - 3.2.3 Sorts the results by relevancy and presents the relevancy values in percentages, and where relevancy parameters are managed by the Principal via configuration.
 - 3.2.4 Provides pagination feature when there are high number of matching results.
 - 3.2.5 Highlights the keyword values on the results page.
- 3.3 The site must offer explanations of Transport Services specifically available for people with disabilities, of older age or from non-English speaking backgrounds. The relevant information will be made available by the Agencies and may be specific to certain services, lines, routes, Transit Locations or periods of time. References should be made to this information as and when such a Transport Service is selected or searched. The displaying of such services should include an icon referring to disability, aged or non-English speaking service particulars.
- 3.4 The website design should be reviewed by external consultative user groups including real public transport commuters from various age, ethnic, social and disability groups (focus group review). The result of this review and any consequences in the design of the website must be made available to the Principal.
- 3.5 All web contents should conform to W3C "Double A" conformance level as per Web Content Accessibility Guidelines 1.0.

- 3.6 The following are normally mandatory requirements for newly developed content. However, as we are happy to evaluate existing web enabled products, the evaluation categorises the items of this list as “Highly Desirable” so that non-compliant products get evaluated albeit with a disadvantage in feature fitness terms over fully compliant products:
- 3.6.1 Able to integrate with the Principal’s content management framework - use of templates, global resources (e.g. CSS, includes, client side scripts etc.) for branding and management of screen content, and for management and deployment to servers.
 - 3.6.2 All codes (e.g. HTML, CSS, XHTML, scripting languages and etc.) generated to deliver web content via Internet browsers or other agents, must conform to the latest W3C code specifications and guidelines.
 - 3.6.3 All web contents should be rendered as intended and with acceptable levels of variations, where the variations do not impact on the usability of the web content, on the Internet browsers and Operating Systems combinations as per the matrix below.

Internet Browsers and Operating Systems Matrix

- 3.7 The website should be tested to operate correctly in the following browsers / Operating Systems environments.

<i>Browser / Operating System</i>	Windows 2000	Windows 2003	Windows XP	Vista	Mac	Linux
IE7	X	X	X	X	X	
IE6	X	X	X	X	X	
Firefox	X	X	X	X	X	X
Safari			X	X	X	
Opera			X	X	X	X
Chrome			X	X	X	X

- 3.8 The Internet browsers and Operating Systems Matrix will be updated prior to finalisation of the Contract and subject to half yearly reviews afterwards.
- 3.9 Web contents should be optimised for 1024x768px screen resolution but layout and fonts should be resizable for optimum viewing in higher resolution screens.

- 3.10 The website should include essential information on any required plug-ins and working links to the plug-in providers' official sites should also be included.
- 3.11 Web contents should not use framesets, pop-up windows or Flash macromedia files, unless an alternative is not available (and only with the prior agreement of the Principal).
- 3.12 The relevant W3C recommended techniques should be identified and followed when handling:
 - 3.12.1 Web content presentations and layouts.
 - 3.12.2 Web contents with web forms, tables and multimedia.
 - 3.12.3 Web contents are delivered using framesets, pop-ups windows or Flash macromedia files.

4 Service Enhancements for Mobile Devices

The development of mobile phone technologies and handsets enables website content to be syndicated onto mobile devices.

- 4.1 The Contractor should indicate which of the Internet Services can be supported on the specified mobile device platforms.
- 4.2 The Contractor is required to develop the content and interface functionality for mobile devices in consultation with the Principal.
- 4.3 The Contractor is required to work with the Principal to ensure that the mobile web interface supports standard mobile phone web browser platforms.
- 4.4 The mobile device content and functionality should be tested to operate correctly in the following operating system and browser platforms:
 - a) Internet Explorer, Opera, Safari and Mozilla for Microsoft Windows Mobile systems
 - b) The proprietary browser and Opera for Symbian systems
 - c) The proprietary browsers of iPhone and BlackBerry devices
- 4.5 The standard mobile device operating system and browser platforms will be updated prior to finalisation of the Contract and subject to half yearly reviews afterwards.
- 4.6 The Internet Services delivered via mobile devices intend to replicate the experience of users using the Internet Services via personal computers as close as possible whilst fully taking advantage of features exclusive to mobile devices. The most prominent feature is the global positioning system; however, the Contractor should suggest

additional mobile device specific features along with their propositions that will improve the experience of the mobile device users.

- 4.7 All of map and routes related data provided by the Principal uses the GDA 94, MGA 56 metric grid co-ordinates system, whereas mobile devices use geographic co-ordinates (latitudes and longitudes). Therefore, the Contractor should perform the necessary conversions between these different systems.

5 New Street Based Kiosks

- 5.1 The Principal has an interest in providing access to ITIS via kiosks available in public places and in transit information booths or shopfronts in the future.
- 5.2 The intention is that, where practicable, the Kiosk Services will mirror the website services in terms of functionality. However, there will be important differences given the location of each kiosk will be known and this can be used as a default for some functions.
- 5.3 The Contractor should propose a kiosk solution to meet these requirements.
- 5.4 It is envisaged that touch-screens will serve as data input / pointing devices in kiosk environments, equivalent to a mouse in a desktop environment.
- 5.5 The Contractor should indicate how text based input might be facilitated in their proposed kiosk solution.
- 5.6 Final kiosk interface functionality would be developed in consultation with the Principal as part of the overall solution.

6 New Content Management System

Overview

- 6.1 The Contractor is required to provide a new CMS as part of their solution. For the purposes of this sub-section, a CMS is an Internet based solution used to manage information and interactive components published on one or many Internet domains as well as the associated structural and graphical layouts.
- 6.2 The CMS should support multiple Sites for each Internet domain it manages.
- 6.3 The CMS should facilitate deployment of content to support multiple delivery channels, including web, mobile devices and kiosks.

Assets

Fur the purposes of this sub-section, various contents published on 131500 website and dedicated mobile and kiosk websites are referred to as assets or types of assets.

Each asset represents a type of content or an interactive component served on one or many of the service delivery channels. In addition, an asset's classifiers such as type of asset, Category, Site or their combination should be used to determine appropriate actions to trigger and/or complete a workflow (e.g. approving publication of content).

- 6.4 The CMS should allow management and publication of the following asset types:
 - 6.4.1 Web Pages (Indexes) – Physical website pages with specific layouts and are populated with various other content assets.
 - 6.4.2 Navigation Items – Navigational items of a website including the navigation lists, items in each list, their names and orders of presentation.
 - 6.4.3 WYSIWYG and Free Text Contents – Small or large standalone online contents created and managed using a WYSIWYG editor.
 - 6.4.4 Notifications – Temporary notifications appear on specific website pages for a, generally short, period of time.
 - a) The notifications can also have certain level of integration with other Membership systems with subscription capabilities.
 - 6.4.5 News and Articles – Industry related or operational, news and articles that are published for longer periods of time and remain current by their publication dates.
 - 6.4.6 Events – Industry related recurring or occasional events.
 - 6.4.7 Images – Image files uploaded as content assets.
 - 6.4.8 Image Galleries – Catalogues of manually compiled Images.
 - 6.4.9 Web Forms – Website forms that are filled in by the visitors of a website.
 - 6.4.10 Files – Files uploaded as attachment assets.
 - 6.4.11 File Galleries – Catalogues of manually compiled Files.
 - 6.4.12 URL – Relative or absolute URLs representing links to external or internal website pages or documents.
- 6.5 Each of the above represents a type of Asset and each of which has a different set of attributes and properties as per Asset's intended use.
- 6.6 Each Asset type should allow easy configuration of multiple sets of mandatory and optional metadata fields.

- 6.7 Different metadata sets should be configurable as per their intended functionality (e.g. One set is used to capture Asset specific information and another set is used to facilitate advanced metadata based searches.).
- 6.8 The CMS should allow sharing of Assets between Sites and Domains.

Definitions

Domain	An Internet website accessible via a specific Domain Name.
Site	A website or a specific section of a website.
Content Editor	An authorised user who manages Assets in a Site.
Content Manager	<p>An authorised user who can approve or reject publication and withdrawal of Assets for a Site.</p> <p>For the purposes of this section, unless specified otherwise, a Content Manager inherits all of the functionality accessible by a Content Editor.</p>
User	A Content Editor, Content Manager or Senior Content Manager.
Administrator	An authorised representative of the Principal or the Contractor with access to all functions and assets in the CMS.
Feed Agent	Subsystem that processes pre-configured feeds and creates Assets in a Site according to feeds' content.
Senior Content Manager	Senior Content Manager refers to a Content Manager who has additional access to specific system functions.
WYSIWYG	A What You See Is What You Get editor that enables Users to create online contents without requiring technical skill sets such as HTML and CSS.

Functional Requirements

- 6.9 Login to CMS
- 6.9.1 All Users accessing the CMS are required to login. Login should authenticate the User's account status, associated roles and permissions.

- 6.9.2 If a User attempts to login to the CMS without success more than the number of allowed times, then the account should automatically be disabled temporarily.
- 6.9.3 All failed login attempts should be stored in the CMS and available for review by Administrators.
- 6.9.4 The Contractor should provide information on the capabilities of their solution in relation to supporting the single sign on functionality for each Agency (e.g. use of Active Directory).
- 6.10 View/Edit Profile
 - 6.10.1 All Users should be able to view and edit their profile details, which includes but is not limited to:
 - a) Full Name
 - b) Contact Details
 - c) Address Details
 - d) Account Password (setting only, never displayed in clear text)
- 6.11 Reset Password
 - 6.11.1 All Users should be able to request resetting of their password without having to login. The resetting of password should be completed in real-time by using User's email address for verification and communication.
 - 6.11.2 The Contractor should describe their proposed solution for resetting passwords in a security conscious environment.
- 6.12 Create or Edit an Asset
 - 6.12.1 A Content Editor should be able to create or edit Assets based on their permissions, Site, Asset and Category access levels.
 - 6.12.2 When creating an Asset, the CMS should identify the current User's credentials and other known parameters (e.g. current date and time) and pre-populate fields, where possible, according the system's configurations.
 - 6.12.3 The CMS should automatically save the changes made to the Asset, when a User is creating or editing an Asset, where a timeout is specified in the system configuration and the User stays idle longer than that specified time.
 - 6.12.4 A duplicated Asset should be created as a draft copy version and a Content Editor should be able to edit it.
 - 6.12.5 A Feed Agent should only be able to create Assets based on the feed configuration in place.
 - 6.12.6 Depending on the Feed Agent's configurations combined with Asset classifiers, some Assets created by the Feed Agent:

- a) May automatically be scheduled or submitted for publication
 - b) May set to bypass the publication approval process
- 6.12.7 A Feed Agent should not be able to edit an existing Asset.
- 6.12.8 The CMS should warn the Content Editor where the Asset being created is a duplicate or a near duplicate of an existing Asset.
- 6.12.9 The CMS should log a warning record where the Asset being created by the Feed Agent is a duplicate or a near duplicate of an existing Asset.
- 6.12.10 The identification criteria of duplicate or near duplicate Asset should be configurable for each Asset type.
- 6.12.11 Each new Asset should have, but not be limited to, the following common information:
- a) Asset Name and Description
 - b) Asset Type (driven by action e.g. Create Article)
 - c) Asset Categories
 - d) Asset Sites
- 6.12.12 Each Asset type should require different sets of data input and enforce validation rules according to the Asset's intended function. Below is the set of guidelines:
- a) Web Page – Title, Template, SEO Metadata
 - b) Navigation Item – Title, Parent Navigation Item
 - c) WYSIWYG and Free Text Content – Title, Body (Full Text)
 - d) Notification – Title, Abstract, Body (Full Text)
 - e) News and Articles – Title, Author, Source, Abstract, Body (Full Text)
 - f) Events – Title, Abstract, Body (Full Text), Event Start and End Dates & Times
 - g) Images – Title, Alt Text, Photographer, Source
 - h) Web Forms – Title, List of Form Items, types and properties
 - i) Files – Title, Format, Size, Source
 - j) URL – URL Path, Open Link Settings (e.g. Existing Window, New Window)
- 6.12.13 If an Asset is being edited or left in edit mode (not released), then the version being edited should be locked and only its previous state prior to the editing should be available to other

Users and in read-only (view) mode along with the details of the User editing the Asset.

6.12.14 An authorised User should be able to re-classify one or many Asset's Categories and classifiers, where applicable, with one action.

6.12.15 A Content Editor should be able to create Assets containing inputs (e.g. WYSIWYG value and other input values, where possible) in any of the Community Languages.

6.13 Search/View Assets

6.13.1 A Content Editor should be able to search for Assets based on their Site and Asset access levels.

6.13.2 The CMS should allow searches to be performed against one or many Domains.

6.13.3 The CMS should be able to perform keyword, Category and date range based searches against one or many Asset types.

6.13.4 The search keyword input should be used to perform search in all of the fields of an Asset including metadata values specifically populated for searching.

6.13.5 The searching of Assets should be performed using a regularly updated search index and not return a number of results that will affect the specified response time required. If a search returns a number of records above the specified limit, it should be possible to paginate between the results.

6.13.6 The CMS should validate the search values prior to commencing of the search.

6.13.7 The search results should be ranked according to:

- a) Incidence of search keywords within Assets or their metadata values
- b) Distance of search keywords from the beginning of Assets' contents

6.13.8 The search results, by default, should be sorted by the Assets' last updated date in order from most recent to least recent. However, the User should be able to re-arrange the view of results by Assets' common attributes.

6.13.9 A Content Editor should be able to view Asset details in its current or past state it was in on a particular date and time since its creation.

6.13.10 When a Content Editor is viewing Assets that interact with the Customers, (e.g. Asset contains a form that can be submitted by Customers and entries are stored in the CMS) the Form and the Customers' entries should also be available for display.

- 6.13.11 A User should be able to save the search input criteria and/or the format results are presented in as a personal or shared search template.
- 6.13.12 A User should only be able to open his/her personal and other shared search templates, which override the search input criteria and on search re-arranges the way results are presented based on specifications in the search template selected.
- 6.13.13 A Content Editor should be able to export the search results into following formats but not limited to:
 - a) HTML
 - b) PDF
 - c) Text/CSV
- 6.13.14 A Content Editor should be able to duplicate an Asset by selecting the Asset for duplication from the search results.
- 6.13.15 A Content Editor should be able to view Asset's Audit Log in the order of creation.
- 6.14 **Bookmark Assets**
 - 6.14.1 A Content Editor should easily be able to bookmark Assets. Bookmarked Assets should be stored in a list for each User.
 - 6.14.2 A Content Editor should be able to easily locate and view the Bookmarked Assets.
 - 6.14.3 A Content Editor should easily be able to remove an Asset from the Bookmarked Assets list.
- 6.15 **My Pending Assets**
 - 6.15.1 Any Asset that has any relationship to the currently logged in User should be added to My Pending Assets list.
 - 6.15.2 A Content Editor should be able to easily locate and view the Work In Progress Assets.
 - 6.15.3 A Content Editor should be able to re-arrange the view of Assets in the My Pending Assets list by Assets' common attributes.
- 6.16 **Work In Progress Assets**
 - 6.16.1 Any Asset that is modified, including newly created Assets, should be automatically added to a Work In Progress Assets list, which is a temporary list holding all of the Assets a Content Editor worked on in the current CMS session.
 - 6.16.2 A Content Editor should be able to easily locate and view the Work In Progress Assets.

- 6.17 Refer an Asset
 - 6.17.1 A Content Editor should be able to refer (or check in) an Asset for review to another User or an external user.
 - 6.17.2 The Contractor should indicate how their solution supports review (or check out) by persons who do not have a login to the CMS.
- 6.18 Manage Asset Relationships
 - 6.18.1 A Content Editor should be able to relate one Asset to one or many other Assets. The Contractor should describe the kinds of Asset relationships they support.
 - 6.18.2 A Content Editor should easily be able to view an Asset's relationships to other Assets.
 - 6.18.3 A Content Editor should be able to remove a relationship between Assets.
 - 6.18.4 It should not be possible to duplicate a relationship, where an Asset is related to another Asset more than once.
 - 6.18.5 The Assets relationship should be bi-directional. If there are other ways of meeting this requirement, the Contractor should describe how it is achieved.
 - 6.18.6 The Contractor is to provide additional information on their CMS's Asset relationship related functionalities and features.
- 6.19 Populate a Web Page
 - 6.19.1 A Content Editor should be able to populate a Web Page in "layout mode". The layout mode loads the Web Page according to template selection and allows populating it by adding Asset references/abstracts to parts of the Web Page.
- 6.20 Proof an Asset
 - 6.20.1 A Content Editor should be able to proof an Asset. Proofing an Asset involves rendering of the Asset in an Internet browser, to display the way it would be presented to the Customers once the Asset is published.
 - 6.20.2 The Contractor should indicate any limitation of or extra steps required for proofing special Asset types.
- 6.21 Schedule or Submit an Asset for Publication
 - 6.21.1 The publication of an Asset may require submission and approval of an Asset by a Content Editor and one or more Content Managers respectively.
 - 6.21.2 The Content Managers required to approve an Asset's publication may be from different organisations.

- 6.21.3 A Content Manager should be able to schedule or submit one or many Assets for publication in one action. The scheduling of Assets for publication can be done for a future date and time, whereas the submitting of Assets for publication is done for the current date and time.
- 6.21.4 A Content Editor should be able to schedule or submit an Asset for publication if the same Asset is already scheduled or submitted for publication approval but the approval process has not commenced (e.g. Asset publication requires two approvals and none is completed yet).
- 6.21.5 Where an Asset has a current submission for publication, successful re-submission of the Asset for publication should override the current submission values.
- 6.21.6 A Content Editor should not be able to schedule or submit an Asset for publication if there is a previous scheduling or submission for the same Asset and the approval process has commenced (e.g. Asset publication requires two approvals and one is already completed).
- 6.21.7 A Content Editor should only be able to schedule or submit an Asset for publication if it is ready for it. An Asset should be considered as ready for publication when the Asset itself, its related and referenced Assets are published and no broken links can potentially be introduced on the Site.
- 6.21.8 A Content Editor should easily be able to view Assets awaiting publication approval.
- 6.21.9 A Content Editor should be able to cancel the scheduling or submission of an Asset for publication if the Asset is awaiting approval.
- 6.22 Schedule or Submit an Asset for Withdrawal
 - 6.22.1 A Content Editor should be able to schedule or submit an Asset for withdrawal.
 - 6.22.2 A Content Editor should be able to specify the parameters for automatic notifications of scheduled withdrawals of Assets. The parameters should include either every or specific number of days when a notification should be generated prior to Asset's scheduled withdrawal date.
 - 6.22.3 A Content Editor should only be able to schedule or submit an Asset for withdrawal if the Asset is either already published or scheduled for publication on a date prior to the withdrawal date.
 - 6.22.4 A Content Editor should not be able to schedule or submit the same Asset for withdrawal for a second time.

- 6.22.5 A Content Editor should be able to cancel scheduling or submission of an Asset for withdrawal regardless of its current approval status.
- 6.23 Approve Publication or Withdrawal
 - 6.23.1 Only Content Managers should be able to approve publication or withdrawal of an Asset.
 - 6.23.2 The Content Managers should be able to approve immediate and scheduled publication or withdrawal of one or many Assets in one action.
 - 6.23.3 Depending on the Asset type and its Categorisation, publication or withdrawal of some Assets may bypass or require the approval process.
 - 6.23.4 The approval process may require more than one approval of an Asset and a specific order of these approvals. For instance, an Article with “*Journey*” category may require that it is approved only by one Content Manager, whereas an Article with “*Ticketing*” category may require that it is first approved by Content Manager and only then by Senior Content Manager.
 - 6.23.5 If an Asset scheduled or submitted for publication requires approvals of multiple Users and in a specific order, then it should only be possible to approve publications according to the specified order.
 - 6.23.6 Approving an Asset’s publication should publish the Asset, as well as its related and referenced Assets if there are any, and create new publication version records against all Assets just published.
 - 6.23.7 If an Asset being approved for publication has any related and referenced Assets that are not ready for publication, then it should not be possible to publish the Asset without removing the related and referenced Assets.
 - 6.23.8 Approving an Asset’s withdrawal, should withdraw the Asset and remove all of the references made to the Asset.
 - 6.23.9 When an Asset is published or withdrawn, the CMS should update the Sitemap Definition Document to reflect the change according to the Asset’s Category values.
- 6.24 Roll Back Asset Publication
 - 6.24.1 A Content Manager should be able to re-publish an older published version of an Asset without any content approval process.
- 6.25 Manage Access, Roles, Categories and Settings

- 6.25.1 An Administrator should be able to create new, view, edit and disable existing User accounts.
- 6.25.2 An Administrator should be able to update User's role and permission associations.
- 6.25.3 An Administrator should be able to create and define the CMS roles. Defining a CMS role involves its association to one or many CMS permissions and Categories.
- 6.25.4 An Administrator should be able to associate a User with one or many roles and specific permissions and permission types.
- 6.25.5 An Administrator should be able to create, view, edit and archive Categories.
- 6.25.6 An Administrator should be able to manage the CMS settings and configurations.
- 6.26 Manage Image & File Restrictions
 - 6.26.1 An Administrator should be able to specify File and Image formats, maximum file and image sizes for each Site. The CMS should not allow uploading of any files or images, not adhering to these specifications, to a Site.
- 6.27 CMS Restoration
 - 6.27.1 The Contractor should provide information on the features of their solution in relation to speedy and effortless ways of restoring the entire CMS data sources, files, folders, directory structures and configurations in the event of a catastrophic failure.

Non-Functional Requirements

- 6.28 Asset Actions
 - 6.28.1 Different Assets should have different sets of actions associated to them depending on the intended use of the Asset. This should be driven by overall CMS functionality and also be configurable (e.g. A Form Asset cannot be published by itself; therefore it would not require the Publish action, whereas a Web Page Asset can be published and it would require the Publish action).
 - 6.28.2 When an Asset entry, update, publication or withdrawal action is successfully completed, the User should be presented with a message accordingly.
- 6.29 Architecture & Environment
 - 6.29.1 The CMS login authentication process should be done using SSL with at least 128 bit encryption.

- 6.29.2 Whilst not affecting the 131500.info's performance, the CMS architecture shall allow:
 - a) Processing of feeds received from third party sources
 - b) Multiple users from the same or different physical locations and networks to update the 131500.info contents simultaneously via the CMS, whilst ensuring that an asset can only be edited by one User at a time
 - c) Backing up and restoration of the entire 131500.info' content on the CMS
- 6.29.3 The CMS should be an online solution and be accessible for all Agencies that have either Content Editor or Content Manager Roles. The Agencies include but are not limited to:
 - a) RailCorp
 - b) State Transit Authority
 - c) Sydney Ferries
 - d) Private Ferries
 - e) BCA
 - f) Ministry of Transport
- 6.29.4 The Contractor should describe their 'system downtime' reporting processes.
- 6.29.5 The Contractor should describe their proposed systems architecture.
- 6.30 Usability, Performance, Flexibility and User Management
 - 6.30.1 All CMS user interfaces should be simple and consistent throughout the system. A CMS users trained to use a section of system should become familiar with all sections of the system in terms of user interface usability.
 - 6.30.2 Some group of Users such as Senior Content Managers may not be frequent users of the system and be responsible for limited set of functions. Therefore, a simpler (cut down) version of the user interfaces with only relevant functionality may be necessary.
 - 6.30.3 The CMS should provide context sensitive help linked to operations, screens and specific elements.
 - 6.30.4 The CMS should provide Domain and/or Role specific on-line help facility.
 - 6.30.5 The CMS should support function keys.
 - 6.30.6 All CMS user interfaces should be light-weight and perform at optimum levels. For instance dynamic lists re-loading should take place as a seamless background process and searching

for Assets uses a regularly updated index. Below is minimal response time requirements for typical scenarios:

- a) Data is re-loaded based on input <1 second
- b) An Asset is created <2 seconds
- c) Search Assets (regardless of input & number of results) <5 seconds
- d) An Asset is published or withdrawn <5 seconds
- e) Maximum size or file upload <10 seconds

6.30.7 Most of the CMS functionality should be highly configurable and accessible by an Administrator, where the following but not limited to can easily be managed:

- a) List of Asset Categories
- b) Global sets of SEO metadata including search engine Keywords and Descriptions specific to Sites or Domains
- c) Actions and their relationships to Actions
- d) Web Page Templates
- e) Email Templates
- f) Global sets of Cascading Style Sheets specific to Sites or Domains
- g) CMS roles and their permission definitions
- h) CMS roles and their relationships to permissions
- i) CMS Users and their relationships to roles

6.30.8 The CMS User Management features should allow the management of the following but not be limited to:

- a) Setting up of periods in which applicable Users need to change their passwords
- b) Setting up of role specific account inactivity periods
- c) Setting up of system wide inactivity log off period
- d) Setting up of number of allowed failed log on attempts

6.30.9 When an account in a particular role has not been used (logged into the CMS) longer than the account inactivity period, the account should automatically reach a pre-defined status, where the account is temporarily disabled.

6.30.10 When a User logged in to the CMS stays inactive (does not uses the CMS) longer than the specific inactivity log off period, the User should automatically be logged out of the CMS.

6.30.11 The CMS should support the configuration of password nomination criteria either as Standard or Strong. The

Contractor should support this feature according to industry's best practice standards.

- 6.31 Asset Categories should allow additional sets of configurable metadata fields, where their values can be interpreted by specific functions (e.g. the approval process of contents that belong to specific categories).
- 6.32 AGLS Metadata and Search Engine Optimisation (SEO)
 - 6.32.1 The CMS should support AGLS metadata management for all Asset types.
 - 6.32.2 The CMS should automatically manage the Sitemap Definition Document based on publications and withdrawals of Assets.
 - 6.32.3 The Sitemap Definition Document must conform to standards and protocols defined in www.sitemaps.org.
 - 6.32.4 All Assets published on the 131500.info website must conform to SEO best practice guidelines including but not limited to Page Title, Document Definition, Metadata Description and Keywords.
- 6.33 Data Segregation
 - 6.33.1 All CMS users should view records based on their Domain, Site and Category associations. The CMS should allow configurable data segregation based on these parameters.
 - 6.33.2 All CMS users should have access to system's functions based on their roles.
- 6.34 Data Integrity
 - 6.34.1 The CMS should allow referencing, interacting and maintaining data integrity between Assets' metadata mapping and tightly integrated functions in the CMS or on Sites to which such Assets are published.
 - 6.34.2 It should not be possible to physically delete any Asset records in the CMS. The Assets that are no longer necessary can only be marked as deleted by authorised Users.
 - 6.34.3 It should not be possible to mark delete Assets or records such as Web Page and Email Templates, if they have current associations with other Assets.
- 6.35 Application Integration
 - 6.35.1 The Contractor should describe how their CMS solution integrates with the following Applications:
 - a) Trip Planner specified in Section 2
 - b) Customer Feedback System specified in Section 3

- c) Membership System specified in sub-section 7 below
- 6.35.2 The CMS should enforce appropriate design requirements in order to ensure compliance with the accessibility requirements specified in Section 16 of this Specification of Requirements.
- 6.36 Archiving of Assets
 - 6.36.1 The CMS should allow configuration based archival of old Assets. The configuration's specifications should include but not be limited to:
 - a) Asset Types
 - b) Asset Categories
 - c) combination of Asset Types and Categories
 - d) age of Asset when it should be archived
 - e) archiving method (e.g. Move to another data source / location, Transform into another format and move etc.)
- 6.37 The Contractor should describe their Archiving methods.
- 6.38 Audit Log
 - 6.38.1 Audit Log information should be stored against all Assets when they are created, modified or related to other Assets. The log should store:
 - a) the nature of action taken
 - b) the full name of the person who took the action
 - c) the date & time when the action was taken
 - d) Examples:
 - Asset [Asset Name] is created by Joe Bloggs on the 22nd of August at 14:55:00
 - Asset [Asset Name] is submitted for publication approval by Joe Bloggs on the 22nd of August at 17:55:12
 - Asset [Asset Name] is approved for publication by Jane Bloggs on the 23rd of August at 09:12:29
 - Asset [Asset Name] is approved for publication by Mike Bloggs on the 23rd of August at 10:15:43
 - Asset [Asset Name] is published on the 23rd of August at 10:15:48
 - 6.38.2 When an Asset's Audit Log is being viewed the information should be presented in the order it has been created and it should be possible to reverse the default order.
 - 6.38.3 The CMS should ensure that Audit Log is not alterable.

6.38.4 The CMS should allow restricting view access to part or all of the Audit Log based on roles and permissions.

6.39 Error Handling

6.39.1 The CMS should support error handling for all errors that are successfully caught as follows:

- a) store the error details stamped with the date and time
- b) display a pre-defined user friendly error message with meaningful comments
- c) send an alert to system administrator based on the type of error and pre-defined priorities

6.39.2 An Administrator should be able to produce daily, weekly and monthly reports on the captured errors, in which fatal errors are highly visible and similar errors are grouped.

7 New Membership Services

7.1 Membership Services as specified in this section will be available via a web interface only. Due to privacy issues it is not intended to provide Membership Services as part of Call Centre Agent Response Services.

7.2 Service should be integrated with the related Component Services specified in their respective sections:

- 7.2.1 Customer Feedback Service specified in Section 3.
- 7.2.2 Trip Planning specified in Section 2.

Critical Functions

7.3 The Critical Functions for this Component Service are:

- 7.3.1 Customer record determination (mandatory fields, etc.).
- 7.3.2 Accurate and complete Customer record maintained in confidence.
- 7.3.3 Access to Customer records strictly controlled on a need basis.

Hours of Operation

7.4 Membership Services must be available at all times.

Membership Services and Subscriptions

7.5 The Principal intends to offer regular users the ability to create a "Registered Customer" membership record and to specify a customer profile. This includes initially the following requirements specified further below:

- 7.5.1 Setting of preferences for travel planning
- 7.5.2 Extended customer feedback dialogs
- 7.5.3 Subscribing to regular or special notifications
- 7.6 Future requirements, not yet fully specified are listed below in order to invite the Contractor to explain their experience or product offering without the need to include costing for the implementation of these services.
 - 7.6.1 Allow commercial transactions such as shopping baskets and payments for travel tickets and other travel related supply from Agencies and related organisations.
 - 7.6.2 Allow for membership loyalty reward programs (Frequent traveller style).
 - 7.6.3 Allow for membership categorisation, including multiple overlapping categorisations such as “Sponsor”, “Service Provider”, “Gold / Silver / Standard Customer”, etc. – indicating level of access or commercial properties.
 - 7.6.4 Allow for organisational super-structures such as inter-dependencies and accumulations (e.g. families, companies, clubs etc.).
- 7.7 The Membership Services should be entirely self servicing without involvement by Call Centre Agents or web administrators. The service offerings are as described briefly below.

Trip Planning for Members

- 7.8 Definition of travel preferences, that is, setting defaults for all Trip Planner preference fields, where a Registered Customer may preset any or all of the preference definitions:
 - 7.8.1 A Registered Customer may define a number of regular Travel Locations as private landmarks and may use them as departure or destination points in future trips without going through a more complex location finding process.
 - 7.8.2 Setting preferences including, but not limited to:
 - a) give preference to the shortest overall travel time
 - b) give preference to the least distance of walking involved
 - c) give preference to the lowest cost of public transport options
 - d) require wheelchair access and a lift at train stations
 - e) give preference to the nearest train station with park & ride facility
 - f) have cycling or use of private car for some of the total trip, most likely at either end of the trip

- g) give preference to use or not to use certain services (“no trains” or “no buses” or “no ferries” or “buses only”)
- 7.8.3 Storing a number of complete template journeys. Examples:
 - a) Hotel management may register as an ITIS member and set up template trips to and from major tourist attractions
 - b) An event manager may wish to advise visitors how to get to the event at a certain time
 - c) When a company moves a large office to new premises, management may wish to advise staff how to get to the new place in time from major transport hubs
- 7.9 When a subscriber at any time activates the trip planner the member’s preferences should automatically populate the Trip Planner entry fields so that they can be changed or amended for a specific travel situation.

Customer Feedback Handling for Members

- 7.10 Registered Customers should have extended access to historical and current customer feedback records, including but not limited to:
 - 7.10.1 Reviewing a previous feedback submission.
 - 7.10.2 Submitting additional information to a currently open feedback.
 - 7.10.3 Querying the status / progress of a currently open feedback.
 - 7.10.4 The extended access and functionality set above to the customer feedback records should be enabled or disabled according to the CFS configurations as per system configuration requirements specified in Section 3.

Subscriptions

- 7.11 Registered users may also subscribe to notices, including but not limited to:
 - 7.11.1 Emails to subscribers for any train track work on selectable lines or wharf closures.
 - 7.11.2 Messaging via email or to mobile phones to include real time updates to timetables or service disruptions to subscribed services (like late-running services at identified locations or routes).
 - 7.11.3 Messages via email or SMS as reminders about departure times at specific Transit Locations for specific Transport Services.
 - 7.11.4 Newsletters about selectable subjects.
- 7.12 The enrolment process for membership should be a 2-step process as is normal in commercial transactions over the web:

- 7.12.1 Choosing identifying username, password and setting up any other specific membership details and preferences. Upon completions, an initial message is sent via the selected communication channel. The message should contain a unique membership reference.
- 7.12.2 The new subscriber must confirm that the message was received and reflects the intended purpose by entering the received membership reference. This activates the membership. Without this second step no further communication will be sent and the record should be discarded after a set time.
- 7.13 If a member wants to use the member specific features, the member must follow an identification step on all subsequent visits to member services, using his/her username and password that were set up at the enrolment process.
- 7.14 Users must be able to change their password in real-time.
- 7.15 Users should be able to recover a lost password via their email or SMS. This should follow methods established in commercial sites by requesting additional identifying information (e.g. name of favourite pet).
- 7.16 Personal data recorded in the Membership system and CFS must be managed as "In Confidence" information.
- 7.17 Personal data collected and maintained must be limited to data required to perform the transport related function they are designated to support. Personal data means any information that can be used to identify a person and his/her relatives, which includes but is not limited to the following:
 - a) First or Last Name
 - b) Date of Birth
 - c) Address (any address used by the individual)
 - d) Unique contact details (email phone no)
 - e) Any other detail suitable for unique identification
- 7.18 Any application should only access personal data designated to perform the function if and as requested by the User.

Environment

- 7.19 The Membership Services should be delivered as an online solution accessed via Internet browsers and be accessible without the need for the installation of client side application software other than standard browser add-ons.

Performance

- 7.20 Performance is a very important issue for Customer satisfaction. The response time for creating and retrieving of Membership and Subscription service records should be tested without network added delay.

Data Integrity

- 7.21 It should be possible to mark membership records as "Closed", but not possible to physically delete any as they may have been referred to by newsletter subscriptions, CFS or Trip Planning historic records.
- 7.22 Membership records without any maintenance / update for a configurable period (~24 months or similar) should trigger an automatic confirmation process similar to first enrolment (see 7.12.2). A record will be marked as "Closed" if not confirmed within, say, one week. Any related subscription or other service records should then also be marked as "Closed".

Audit Log

- 7.23 Audit Log information should be stored against all Membership records when they are created or modified. The log should store:
- a) the nature of action taken
 - b) the date & time when the action was taken
- 7.24 When Audit Log is being viewed the information should be presented in the order it has been created and it should be possible to reverse the default order.
- 7.25 Only authorised users should be able to view the Audit Log.

8 Performance and Reporting

- 8.1 The Contractor should meet the Internet Services reporting requirements as specified under "Internet Services" heading in Appendix D of Section 1.
- 8.2 The Contractor should meet the Internet Services KPI reporting requirements as specified under "Performance, Billing and Management" heading in Appendix D of Section 1.
- 8.3 The Contractor should meet the Membership Services reporting requirements as specified under "Membership Services" heading in Appendix D of Section 1.
- 8.4 The Contractor must meet or exceed the KPIs for this Component Service set out in Section 7.

Appendix A: The Current Website As Is

1 Overview

- 1.1 www.131500.info can be accessed by all members of the public. For the purposes of this document any member of the public accessing www.131500.info is referred to as a Visitor.
- 1.2 www.131500.info content is presented to Visitors via informational and interactive pages where both aim to help the Visitors find the information they are seeking. The informational pages present text and image based contents, and interactive pages respond to Visitor's input and present information accordingly.

2 Definitions

- 2.1 Text in *italics* represents a specific element of www.131500.info, which is, where applicable, defined in the body of the document.

3 Navigation

- 3.1 All www.131500.info pages are accessed via *Top*, *Main* and *Footer Navigation Menus*, where each menu has a series of links to other pages in www.131500.info or other websites. Below is the list of Navigation items with their corresponding Web Page names.
- 3.1.1 Top Navigation
- a) Ask Government – (www.nsw.gov.au)
 - b) Contact Us
- 3.1.2 Main Navigation
- a) Home
 - b) Plan Your Trip
 - Trip Planner
 - Timetables
 - Country Transport
(www.131500.com.au/countrytransport/)
 - Accessible Transport
 - School Bus
 - Travel Tips
 - 131500 Mobile
 - c) Fares and Passes
 - Single and Return
 - Commuter
 - Leisure + Tourist
 - Airport
 - Student

- Family
- Concession

d) Service Changes

- Service Changes and Track work
- Transport News
- RTA Traffic Reports

e) Maps

- Bus
- Train
- Ferry
- Secure Taxi Ranks
- Transport Access Guides

f) Events

g) Attractions

- Sydney City
- Sydney Metropolitan
- Central Coast
- Hunter Valley + Newcastle
- Blue Mountains
- Southern Highlands
- Illawarra + South Coast

h) Customer Service

- Feedback
- Facilities and Amenities
- Lost Property
- Service Commitment

i) About Us

j) FAQs

3.1.3 Footer Navigation

- a) NSW Government – (<http://www.nsw.gov.au>)
- b) jobs.nsw – (<http://jobs.nsw.gov.au>)
- c) Terms & Conditions
- d) Accessibility
- e) Site Map
- f) Privacy
- g) Copyright & Disclaimer
- h) Feedback

4 Common Components

- 4.1 A common component is a logically and visually divided section of a Web Page used on more than one Web Page. www.131500.info common components are listed as follow:
- 4.1.1 The Header consists of a background image and contains the following links:
 - a) 131500 Transport Infoline home page – returns to the home page of the web
 - b) New South Wales Government – loads the NSW Government’s website (www.nsw.gov.au)
 - 4.1.2 The Search Input consists of a search keyword text box input and a “GO” button. The Visitor enters search keyword value and clicks on “GO” and www.131500.info lists the matching results on a Search Results page.
 - 4.1.3 The Breadcrumbs displays the Visitor’s current location relative to www.131500.info’s Sitemap. Also, the Visitors use the Breadcrumbs to return to the original location using the current path in a reversed order.
 - 4.1.4 The Page Title displays the current Web Page’s title.
 - 4.1.5 The Page Tools allows Visitor to view the:
 - a) Email the current Web Page’s URL to themselves or a friend
 - b) View the current Web Page in a print friendly format
 - c) Reduce the text size on current Web Page
 - d) Increase the text size on current Web Page
 - 4.1.6 The “How to use this website” help link loads the Trip Planner Help web page.
 - 4.1.7 The Latest Breaking News includes most recent breaking news headlines as links.
 - 4.1.8 The Trip Planner Instructions includes links to Web Pages or files providing trip planner instructions in 11 different languages. This is included only on Trip Planner and Timetables Web Pages.
 - 4.1.9 The Supported By displays the logos of organisations supporting www.131500.info one at a time in following order:
 - a) Ministry of Transport
 - b) Sydney Buses
 - c) Sydney Ferries
 - d) CityRail
 - e) Bus NSW

- 4.1.10 The Footer displays copyright information and the last date when www.131500.info was updated.

5 Pages

Home Page

- 5.1 The *Home Page* is loaded whenever a Visitor accesses www.131500.info.
- 5.2 The *Home Page* contains the following components:
- a) Basic Trip Planner form - see 5.6 Trip Planner
 - b) Linked abstract of one or more Featured Events
 - c) Bus Timetables form - see 5.17 Timetables - with Date and Route Number inputs only
 - d) The *Train Timetables* form - see 5.17 Timetables - with the *Station* input only
 - e) The *Ferry Timetables* form - see 5.17 Timetables - with the *Date* and *Route* inputs only
 - f) The *Latest Breaking News* - see 4 Common Components.
- 5.3 A Visitor can access the Trip Planner and the Timetables pages from the *Home Page*.
- 5.4 As a Visitor fills up or submits a *Basic Trip Planner* form, where applicable, the inputs are validated and Visitor is presented with *From* and *To* confirmation selections. Upon the Visitor's confirmation the matching results are listed on *Trip Planner* Web Page.
- 5.5 When a Visitor submits a *Timetable* form, the matching results are listed on *Timetables* Web Page, except for the train timetables which requires a redirection to the CityRail's website.

Trip Planner

- 5.6 A Visitor uses the *Trip Planner* to plan a trip involving one or many modes of public transport.
- 5.7 There is a *Basic Trip Planner* form presented on the *Home Page* and *Full Trip Planner* form served on the *Trip Planner* page.
- 5.8 On the *Basic Trip Planner* form, the Visitor inputs the following:
- a) From - Station, Bus Stop or Wharf, Place of Interest / School, Address
 - b) To - Station, Bus Stop or Wharf, Place of Interest / School, Address

c) Leave After or Arrive Before Date and time

- 5.9 On the *Full Trip Planner* form, the Visitor is able to see the instruction tips on how to use the form.
- 5.10 On the *Full Trip Planner* form, in addition to the inputs in *Basic Trip Planner*, the Visitor may choose to alter the default values of the following:
- a) Transport Modes – Regular Buses, Trains, Ferries and School Buses
 - b) Walk Speed – Slow (2km/h), Normal (4km/h) or Fast (6km/h)
 - c) Trip Preference – Shortest travel time, Trips with the least service changes or Trips with the least walking
 - d) Mobility Requirements – All or only easy access/wheelchair accessible services
 - e) My favourite - Select the current trip details to be saved as the Visitor's favourite search
- 5.11 The *Trip Planner* input is validated and confirmed as entered or when the form is submitted:
- a) The validation is done to ensure that the mandatory data is provided.
 - b) The confirmation is done with auto-suggesting of the most suitable records for the Visitor to select from.
- 5.12 When listing the matching trip options, the *Trip Planner* provides the instructions and details for each mode of transport.
- 5.13 For each mode of transport in a matching trip option, the Visitor is able to view the walking legs of the movement on a map.
- 5.14 If a mode of transport in a matching trip option has alternative times, the Visitor is able to see these times.
- 5.15 The Visitor is able to update the time of trip and re-load the results.
- 5.16 The *Trip Planner* provides the Visitor an option to plan a return trip, which reverses the trip plan currently being viewed.

Timetables

- 5.17 A Visitor is able to view Train, Bus and Ferry Timetable information.
- 5.18 All Timetable enquiries related to Train transport service are presented on the CityRail's website.

- 5.19 To view the timetables, the Visitor provides the following inputs for each mode of transport:
- a) Train - Line or Station.
 - b) Bus – Route Number, Street, Suburb, Stop or Landmark, choice of Regular and/or STA School buses, choice of Easy access wheelchair accessible services only.
 - c) Ferry – Route or Wharf.
- 5.20 On submission of a Timetable query:
- a) The inputs are validated and validation messages are displayed where applicable.
 - b) If the Visitor has provided a non-matching or no input, then Timetable Options page is loaded where all Bus and Ferry Routes are listed for the Visitor to select from.
 - c) If the Visitor has provided a matching input or selected a Route from Timetable Options page, displays the timetable details.
- 5.21 On the detailed timetable view, the Visitor is able to:
- a) View the Transit Locations where the Bus or Ferry stops, relevant departure times, including previous and next service, for each Transit Location and easy access availability.
 - b) View the Transport Service disruption message where there is a known variation to the timetable being presented.
 - c) Easily navigate through the timetable information records.
- 5.22 The Visitor is able to easily filter the routes results to ones that have easy access available
- 5.23 The Visitor is able to update the way timetable is presented to be grouped either by route or by time.
- 5.24 The Visitor is able to update the timetable date and re-load the results.

Pages with Static Content

Some pages provide static information on particular topics as well as links to other www.131500.info pages and external websites. These pages are not updated frequently. Below is the list of all pages with static content:

- 5.25 ***Plan Your Trip >> Accessible Transport*** provides information on accessible transport and additional instructions on how to search for easy access services using www.131500.info.

- 5.26 ***Plan Your Trip >> School Bus*** provides general information on school bus trip Planning Instructions.
- 5.27 ***Plan Your Trip >> Travel Tips*** provides key travel tips for a safe, convenient and pleasant journey.
- 5.28 ***Plan Your Trip >> 131500 Mobile*** provides information on 131500 Mobile internet services and SMS sending functionality where Visitors are able to receive the www.131500.info mobile services URL address (<http://mobile.131500.info>) via SMS.
- 5.29 ***Fares and Passes*** provides internal and external links to different ticket types for each mode of transport and combined modes of transport.
- 5.30 ***Fares and Passes >> Single and Return*** lists informational pages for different modes of transport, where each provides information on single and return tickets on a dedicated page. The list provides links for:
- a) CityRail Trains
 - b) Sydney Buses
 - c) Sydney Ferries
 - d) Newcastle Buses and Ferries
 - e) Private Buses
- 5.31 ***Fares and Passes >> Commuter*** lists informational pages for different modes of transport, where each provides information on commuter tickets. The list provides links for:
- a) CityRail Trains
 - b) Sydney Buses
 - c) Sydney Ferries
 - d) Newcastle Buses and Ferries
 - e) Private Buses7 Day RailPass
- 5.32 ***Fares and Passes >> Leisure + Tourist*** lists informational pages for different modes of transport, where each provides information on leisure and tourist tickets. The list provides links for:
- a) Family Funday Sunday
 - b) Sydney Explorer
 - c) Bondi Explorer
 - d) Blue Mountains ExplorerLink
 - e) DayTripper

- 5.33 **Fares and Passes >> Airport** provides information on available options and related details for travel to the Sydney Domestic and International Airports
- 5.34 **Fares and Passes >> Student** provides information on different types of student tickets for one or many modes of public transport. A list of links to additional information is provided for:
- a) School Rail and Bus Pass holders
 - b) Students (16, 17, 18 years of age)
 - c) TAFE and University students
 - d) TAFE Rail and Bus Pass holders
 - e) International students
- 5.35 **Fares and Passes >> Family** provides information on family tickets. A list of links to additional information is provided for:
- a) Family Funday Sunday
 - b) SydneyPass
 - c) Sydney Explorer
 - d) Bondi Explorer
 - e) AquariumPass
- 5.36 **Fares and Passes >> Concession** provides information on concession types for commuters falling under different demographics. A list of links to additional information is provided for:
- a) CityRail Concession Fares
 - b) Sydney Buses Concession Tickets
 - c) Private bus Operator concession Fares
 - d) Sydney Ferries Concession Tickets
- 5.37 **Customer Service >> Facilities and Amenities** provides information on facilities for different modes of public transport.
- 5.38 **Customer Service >> Lost Property** provides information on public transport service providers, their contact details and hours of operations.
- 5.39 **Customer Service >> Service Commitment** provides contact details and information on www.131500.info's customer commitment and links to PDF files for customer commitment information in different languages.
- 5.40 **About Us** provides information on www.131500.info and the related transport agencies.

- 5.41 **Terms and Conditions** provides information on the usage of www.131500.info including:
- a) Terms & Conditions
 - b) Privacy
 - c) Copyright & Disclaimer
- 5.42 **Site Map** provides links, organised under sections, to all first and second level 131500 pages.

Pages with Dynamic Content

Some pages or components provide dynamic information, which is entered and published by Content Editors.

- 5.43 A Content Editor can publish following types of information.
- a) Late Breaking News
 - b) Service Changes and Trackwork
 - c) Transport News
 - d) Events
 - e) Attractions
- 5.44 The *Late Breaking News*, *Service Changes and Track work* and *Transport News* items have *Title*, *Content*, *Publication* and *Retraction* dates and times attributes. The content data is entered using a basic WYSIWIG editor.
- 5.45 The *Late Breaking News*, *Service Changes and Track work* notices, *Transport News*, *Events* and *Attractions* items are automatically added to or removed from the **Home Page** and their intended target component based on *Publication* and *Retraction* dates and times.
- 5.46 The *Late Breaking News*, *Service Changes and Track work* notices, and *Transport News* are sorted in descending order by their *Publication* dates and times.
- 5.47 *Events* have the following attributes:
- a) Title
 - b) Brief Description
 - c) Venue (selected from a managed list)
 - d) Duration
 - e) Image (uploaded or selected from a list)
 - f) URL/s provided by the Event's Organiser/s
 - g) Category (selected from a managed list)
 - h) Event Type (selected from a managed list)

- i) Start Date and Time
- j) End Date and Time
- k) Special Information (optional, WYSWIG)
- l) Bus Information (optional, WYSWIG)
- m) Ferry Information (optional, WYSWIG)
- n) Coach Information (optional, WYSWIG)
- o) Parking Information (optional, WYSWIG)
- p) Ticketing Information (optional, WYSWIG)
- q) Accessibility Information (optional, WYSWIG)
- r) Publication and Retraction Dates and Times
- s) Priority

5.48 *Events* are sorted by their *Priority* as well as their *Start* and *End* dates.

5.49 *Attractions* are added to pages representing NSW Regions in ***Attractions*** section. An *Attraction* item has the following attributes:

- a) Name
- b) Address
- c) Region (selected from a managed list)
- d) URL
- e) Image (uploaded or selected from a list)
- f) Description
- g) Destination Street
- h) Destination Suburb

5.50 The ***Attractions*** section has a home page and individual pages representing NSW Regions.

5.51 The ***Attractions*** home page lists featured *Attraction* items grouped by NSW Regions.

5.52 The *Individual* NSW Region pages list the *Attractions* grouped by alphabetical letter ranges (i.e. A to C, D to F, S to U and etc) and items are sorted by their names in alphabetical order.

Pages with Static Interactive Content

5.53 ***Maps >> Bus*** presents a page with some information and an interactive map of inner NSW broken down to regions represented by numbers, where each region can be clicked on. On clicking a region, the Visitor is either presented with a PDF file or redirected to another external URL.

- 5.54 **Maps >> Train** presents a page with some information and a hyperlink map image and on click redirects the Visitor to CityRail's website.
- 5.55 **Maps >> Ferry** presents a page with some information and a hyperlink map image and on click loads the map in a larger view.
- 5.56 **Maps >> Secure Taxi Ranks** provides some information and lists secure taxi rank locations under *Suburb, Location, Day* and *Operating Times* columns and sorted in alphabetical order. The *Location* information is linked to a third party mapping solution and when clicked displays the *Location* on the map.
- 5.57 **Maps >> Transport Access Guides** provides information on interchange points where transport modes inter-connect
- 5.58 **Customer Service >> Feedback** provides information on 131500 customer service and links to *Train, Bus, Ferry, Taxi* and www.131500.info feedback forms. On successful submission of a form, an email is sent to a Call Centre Operator and a message is displayed to the Visitor stating that feedback was lodged successfully and will be attended to.
- 5.59 The *Train and Ferry Feedback* Web Pages present a form with following fields:
- a) Name (mandatory)
 - b) Address
 - c) Suburb
 - d) Postcode
 - e) Email (mandatory and validated for correct format)
 - f) Details (mandatory)
 - g) Date of Trip
 - h) Start time of trip
 - i) End time of trip
- 5.60 The *Bus Feedback* Web Page presents a form with following fields where Bus Service related fields have additional explanatory information:
- a) Name (mandatory)
 - b) Address
 - c) Suburb
 - d) Postcode
 - e) Email (mandatory and validated for correct format)
 - f) Bus Company (selected from a list)

- g) Route
- h) Location of Incident
- i) Direction of Travel
- j) Date of Incident
- k) Time of Incident
- l) Bus Operator ID
- m) Bus Registration
- n) Ticket Number
- o) Details

5.61 The *Taxi Feedback* Web Page presents a form with following fields:

- a) Name (mandatory)
- b) Address
- c) Suburb
- d) Postcode
- e) Email (mandatory and validated for correct format)
- f) Comments (mandatory)
- g) Action (selected from a list)
- h) Taxi Network (selected from a list)
- i) Taxi Registration
- j) Taxi driver Auth
- k) Hire Type (selected from a list)
- l) Date of trip
- m) Start time of trip
- n) End time of trip

5.62 The *www.131500.info Feedback* Web Page presents a form with following fields:

- a) Name (mandatory)
- b) Address
- c) Suburb
- d) Postcode
- e) Email (mandatory and validated for correct format)
- f) Comments (mandatory)

5.63 **FAQs** presents a list of hyperlinked FAQ sections and when clicked loads a list of manually compiled and hyperlinked FAQs. When an FAQ is clicked on the answer for selected question is presented.

6 Mobile www.131500.info

- 6.1 Parts of www.131500.info are published to a dedicated URL accessed by the Visitors using mobile devices such as mobile phones, smart phones, PDAs and etc. These parts include:
- a) Breaking News
 - b) Next Services
 - c) Transit Stop Timetables
 - d) Highlight Events
 - e) Service Changes
- 6.2 The *Breaking News* publishes the late breaking news items in formats suitable for mobile devices.
- 6.3 The *Next Services* provides hyperlinks to following pages:
- a) Next Bus Service
 - b) Next Train Service
 - c) Next Ferry Service
 - d) Next School Bus Service (STA Buses only)
- 6.4 On the *Next Bus Service* and *School Bus Service* (STA Buses only), all services for the remainder of the day or the next hour are listed based on the Visitor's following inputs:
- a) Route Number
 - b) Direction (inbound or outbound)
 - c) Bus Company (list auto populated based on Route Number value)
 - d) Suburb (list auto populated based on Route Number and Bus Company values)
 - e) Bus Stop (list auto populated based on Route Number, Bus Company and Suburb values)
 - f) Bus Stop (list auto populated based on Route Number, Bus Company and Suburb values)
- 6.5 On the *Next Train Service* Web Page, all services for the next hour are listed based on the Visitor's following inputs:
- a) Origin Station Search and Confirmation
 - b) Destination Station Search and Confirmation
- 6.6 On the *Next Ferry Service* Web Page, all services for the next hour are listed based on the Visitor's following inputs:
- a) Origin Station Search and Confirmation

b) Destination Station Search and Confirmation

- 6.7 On the *Next Train Service* and *Ferry Service* Web Pages, the Visitors are able to see all of the stops where the train or ferry service stops at.
- 6.8 On all *Next Services* Web Pages (for all modes of transport) the Visitors are able to view the following service details:
- a) Departure time
 - b) Arrival time
 - c) Duration
 - d) Description
 - e) Type
 - f) Stops
- 6.9 On the *Transit Stop Timetables* Web Page, matching *Stop* results are presented with *Stop Number*, *Description* and *Transport Services* details, based on the Visitor's following inputs:
- a) Landmark and Confirmation
 - b) Transit Stop Number
 - c) Suburb
- 6.10 The *Highlight Events* publishes the featured *Event* items in formats suitable for mobile devices.
- 6.11 The *Service Changes* publishes the featured *Service Changes* and *Track work* items in formats suitable for mobile devices.

Section 6

Service Management Requirements

1 Governance

- 1.1 The Contractor should indicate their acceptance of the requirements set out in “Governance Framework and Management Committee” clauses of the “Standard Terms & Conditions” of the Contract.
- 1.2 The Principal's Sponsor, Contract Manager and Contract Administrator will attend Management Committee meetings.
- 1.3 Relevant subject matter experts nominated by the Principal may attend Management Committee meetings as required.
- 1.4 The Contractor's account executive, contract manager and representatives of the major sub-contractors should attend Management Committee meetings.
- 1.5 In addition, relevant subject matter experts nominated by the Contractor may attend Management Committee meetings, subject to prior approval by the Principal.
- 1.6 The Contractor should present a draft structure and content for the Governance Framework with the Tender response for discussion.
- 1.7 The final Governance Framework should be agreed within 28 days of Contract's effective commencement date.
- 1.8 The Principal will prepare Management Committee agendas and meeting minutes.
- 1.9 Management Committee meetings will be scheduled to reflect the degree of change currently being undertaken in the project, but no more frequently than weekly.

2 Project Implementation and Payment Plan

- 2.1 A fully resourced and costed Project Implementation and Payment Plan must be submitted with the Tender response covering all proposed transition and enhancement projects and activities.

- 2.2 The PIPP should include detailed plans for all transition and implementation activities.
- 2.3 The submitted PIPP should comply with all relevant requirements of this Section.
- 2.4 Project schedules submitted for transition and implementation activities should assume flexible starting dates for projects, to allow for staging of activities on a priority basis. The schedule for implementation activities will be determined through the Governance process.

3 Variations and Changes

- 3.1 Any change to a deliverable under the Contract will be treated as a Variation to the Contract; as defined in “Part 4 - Schedule 12” of the Contract.
- 3.2 Proposal for a Variation can be made by either the Principal or Contractor. Unless otherwise agreed on a case by case basis, the Contractor will prepare a complete draft of the Variation Request Form, the template of which is defined in “Part 4 - Schedule 12” of the Contract.
- 3.3 The Contractor may require additional information from the Principal when preparing a Variation Request Form. Such information will not be unreasonably withheld.
- 3.4 In preparation for the Variation, the Principal may seek a presentation and / or demonstration of the proposal for clarification purpose. In some cases the Principal may require a proof-of-concept prior to actual implementation work.

4 Change Management

- 4.1 The Contractor should provide details of their proposed configuration management, Change Management and Change Control procedures, including definition of change triggers, roles and responsibilities of players, tools used to manage changes and to control and manage the configuration of the technical solution.
- 4.2 Proposed Change Management and Change Control procedures should address the following areas:
 - a) Change identification

- b) Change registration and logging
- c) Change definition
- d) Filtering and prioritisation
- e) Change classification
- f) Change assessment
- g) Impact and Resource assessment, risk mitigation, impacts on service level agreements and other service arrangements, and any capacity or performance issues arising from the proposed change
- h) Change approval
- i) Change scheduling
- j) Handling of urgent changes
- k) Change development, testing and implementation (including release management with rollback strategies)
- l) Review and closure
- m) Management of the change programme
- n) Reporting on the change programme and individual changes

4.3 The Contractor should provide a comprehensive change costing methodology with their Tender response. The costing methodology should provide transparency of change costing and ensure ongoing value for money and continued market competitiveness of change proposals.

4.4 The Principal recognises that some changes will be particular to ITIS, whilst others may potentially have value as part of the Contractor's broader product or service offering. The Contractor should propose a methodology for sharing the benefits of such general product or service improvement with the Principal.

5 Project Management

5.1 From time to time it will be necessary to manage certain activities under the Contract as a project. All projects must be managed in

accordance with the provisions of “Project Management” clauses set out in the “Standard Terms & Conditions” of the Contract.

- 5.2 Projects may be established either in order to put into effect functional requirements of the Contract or to put into effect Variations to the Contract.
- 5.3 Where a project is established to put into effect a Variation to the Contract, the provisions of “Part 4 - Schedule 12” of the Contract will also apply.
- 5.4 The Contractor must supply details of their proposed project management methodology with their Tender response.
- 5.5 Each proposed Project will also be accompanied by “Project Implementation and Payment Plan (PIPP)” as defined in the “Standard Terms & Conditions” and “Module 12” of the Contract.
- 5.6 The PIPP must also include:
 - 5.6.1 Project Deliverables - must describe in detail the deliverables of the project (see Clause 5.11).
 - 5.6.2 The analysis, design, configuration, setup, testing, data conversion, resourcing, training and implementation of the proposed service / solution or change (as required), including (but not limited to):
 - a) a detailed product-oriented “work breakdown structure” listing project deliverables and the tasks and sub-tasks associated with them
 - b) brief description of the tasks and responsibilities for them
 - c) resources required, including the identification of key staff in Contractor and sub-contractor organisations and Principal / Agency personnel
 - d) an allowance of at least 10 working days per project deliverable for review by the Principal and other Stakeholders
 - e) risk management plan including risk identification, analysis, evaluation and treatments proposed
 - f) quality assurance measures

- g) regular meetings and written progress reports (fortnightly or as requested by the Principal's Contract Manager or a nominated project manager)

5.6.3 The PIPP must identify:

- a) Contractor personnel involved in the project
- b) their roles and responsibilities and points of intersection with the Principal
- c) the experience of the relevant personnel and their longevity with the Contractor organisation, and
- d) their knowledge of the proposed project management and solution development and implementation methodologies

5.6.4 Project Manager - The Contractor must provide details of the proposed Project Manager's:

- a) length of service with the Contractor
- b) experience with the proposed methodology
- c) background in working with key members of the proposed project team and subcontractor organisations
- d) experience with services and solutions of the type proposed by the Contractor

5.6.5 All assumptions used in development of the PIPP and proposal must be stated. Subsequent Change Requests proposed by the Contractor and based on un-stated assumptions may be disallowed.

5.7 Fast Tracking at Contractor's Risk

The Principal sign-off for each Project Deliverable request must be achieved prior to commencing work on any subsequent deliverables. Any work undertaken by the Contractor outside of this condition is at the Contractor's cost and risk.

5.8 Accommodation

The Principal is unable to provide office accommodation for Contractor personnel working on Principal's projects.

5.9 User Training

- 5.9.1 Where specialised skills are required by the Principal's or Agency staff in order to take advantage of a service or use a particular solution component, the Contractor is required to provide comprehensive user training to support the implementation and ongoing use of the Component Services.
- 5.9.2 The Contractor is required to propose an implementation training methodology to support the implementation of any such services or solution components.
- 5.9.3 The Contractor is required to provide ongoing training services to support advanced users or new users of the Component Services over the life of the Contract.
- 5.9.4 The Contractor is required to provide complete costs and costing schedules for the conduct of the required user training in both the implementation and operational phases.
- 5.10 Details of proposed maintenance arrangements - the Contractor must provide full details with their response of the proposed maintenance arrangements for all Component Services, including compliance with the Specification. Proposed arrangements must be consistent with the "Standard Terms & Conditions" of the Contract. The Contractor is to provide the details of any and all maintenance agreements that they expect to enact to support all systems including hardware, operating systems and application software.
- 5.11 Project Deliverables
 - 5.11.1 Functional Specification - The Contractor must capture and document all business and functional requirements, and provide a specification, for the Principal's approval.
 - 5.11.2 Detailed Solution Design - For technology solution components, the Contractor must provide a detailed technical design for the proposed component, for approval by the Principal, comprising but not limited to:
 - a) user interface designs
 - b) report designs
 - c) designs of interfaces between systems and sub-systems
 - d) application architecture

- e) information architecture
- f) re-use strategy
- g) Logical database design including data exchange specifications to legacy components
- h) Data migration and data conversion processes
- i) An acquisition schedule for any hardware or software to be acquired by the Principal for the project. Acquisition activity must be incorporated into the PIPP, including reasonable delivery lead times.

5.11.3 Detailed Service Design - For Component Services or solutions, the Contractor must provide a detailed process design for the proposed component, for approval by the Principal, comprising but not limited to:

- a) process decompositions
- b) process maps
- c) resource estimates and models
- d) procedures
- e) relevant documentation

5.11.4 Establishment (Configuration) of IT Hardware / Environment - Following acquisition by the Principal of Contractor specified hardware and software, the Contractor must carry out all agreed work to establish an operable system environment and communications required for the deployment, configuration, testing, training and running of the proposed solutions, including third party interfaces. This includes but not be limited to:

- a) configuring relevant development, test, training and production environments
- b) communications interfaces
- c) installation of development tools
- d) CMS and other software

5.11.5 Developed Application - The Contractor must provide a developed application (coding and related software development and / or package solution) that meets the

Specification, and subsequent Functional Specifications and detailed designs agreed in earlier deliverables, unless otherwise agreed in accordance with the Contract and Change Control procedures.

- 5.11.6 **Converted Data** - The Contractor must include in their response a comprehensive data conversion component that presumes that relevant data from existing related systems will be converted for and uploaded to the new system. The Contractor can assume that the Principal's staff will be involved in data cleansing in accordance with parameters specified by the Contractor and agreed with the Principal. The Contractor will be required to test the converted data for completeness and accuracy.
- 5.11.7 **Legacy System Modification** - The Contractor must analyse and specify changes to and modify any legacy system components to be re-used, as required by the agreed detailed designs.
- 5.11.8 **Implementation Components** - The Contractor must successfully implement and commission the proposed solution, including but not limited to:
 - a) An approved implementation methodology and the PIPP
 - b) Utilisation of an appropriate installation testing methodology (for technology components)
 - c) Functional testing
 - d) Adherence to specified KPIs in accordance with Section 7
 - e) Disaster Recovery testing
- 5.11.9 **Documentation** – the Contractor is responsible for providing comprehensive system documentation, configuration and user documentation for all implemented Component Services.
- 5.11.10 **User Acceptance Testing**
 - a) The Contractor is to provide details of the testing methodology that will be applied to Project Deliverables
 - b) The Contractor are encouraged to provide a low cost testing regime including automation of repetitive testing tasks where possible

- c) The Contractor to develop user acceptance tests - The Contractor must develop comprehensive testing scenarios that exercise all elements of the requirements, design and processes. These testing scenarios will be fully documented (scripted) and provided to the Principal to assist in the conduct of acceptance testing.
- d) The Principal may develop additional tests as it sees fit. The Contractor must incorporate these additional tests into the user acceptance testing scenarios.
- e) The Contractor must test the solution using the test scenarios prior to hand-over to the Principal for user acceptance testing. The Contractor may also undertake other tests of its own design that are not part of the above-mentioned testing scenarios.
- f) The final acceptance of the delivered solution must be based on testing of the total solution, including any components directly delivered by the Contractor, by third parties, and items supplied by the Principal.

5.11.11 The solution must be designed with high levels of usability in mind. The Contractor must propose usability testing regime that will guarantee high levels of usability for all solution components. The Contractor must indicate how they propose to design, measure and test usability.

6 Problem Management

- 6.1 The Contractor should describe their proposed Problem Management process.
- 6.2 The Problem Management process should be based on ITIL or equivalent.
- 6.3 The Problem Management service should include a skilled single Help Desk capable of providing first, second and third level support for internal (e.g. Principal, Contractor and Agency) users, and second and third level support for external users (Customers), across all Component Services under the Contract, and including:
 - 6.3.1 On site support to Call Centre Agents.
 - 6.3.2 Seamless "One Number Help" for all Component Services.
 - 6.3.3 Co-ordination of on-site technicians as required.

6.3.4 Co-ordination of second and third level support with third party hardware, software, telecommunications and solution component suppliers.

6.4 Problems should be accepted by the Help Desk via online lodgement, email and telephone.

6.5 Problems identified by Customers will be reviewed by the Principal and Agencies and, if required, referred to the Help Desk for further action.

6.6 The Principal's objective is to maximise the potential for resolution of internal problems at the first point of call (see Section 7 KPI's). The Contractor should describe their strategy for achieving this objective.

6.7 The Contractor's Help Desk should be based on industry standard tools and techniques.

6.8 The Help Desk function is to be available during the Hours of Operation of the Call Centre service.

7 Quality Management

7.1 The Contractor should describe their proposed Quality Management approach for all Component Services, as required in "Service warranty" clauses set out in "Contractor's Obligations under this Agreement" in the "Standard Terms & Conditions" of the Contract.

7.2 Quality Management should cover both project related services and other services and products.

7.3 The Contractor should identify for each offered Component Service the quality certifications that they hold for that service, and most recent dates of certification audits for each certification.

7.4 The Principal reserves the right to review certification audit reports at its sole discretion, under the provisions of "Audit" clauses of the "Standard Terms & Conditions" of the Agreement.

8 Service Level Management

8.1 In accordance with the provisions of "Service Level Agreement" clauses set out in the "Standard Terms & Conditions" of the

Contract, the Principal and the Contractor enter into a Service Level Agreement to cover the management of all Component Services delivered under the Contract.

- 8.2 The Service Level Agreement will incorporate:
 - 8.2.1 Detailed descriptions of the Component Services.
 - 8.2.2 Specific management and reporting arrangements for delivery of the Component Services.
 - 8.2.3 The KPIs set out in Section 7.
- 8.3 The Contractor should include details of their proposed Service Level Agreement, consistent with the Contract and the Specification.
- 8.4 The Service Level Management process should be consistent with ITIL or similar standard methodologies.

9 Support Services

On-site Technical Personnel

- 9.1 All on site technical personnel must be employed by the Contractor or their sub-contractors.
- 9.2 The Contractor or Contractor's agent will provide on site support personnel during the agreed Hours of Operation of the Call Centre.
- 9.3 Outside the Hours of Operation of the Call Centre, the support personnel will carry a pager or mobile phone with SMS enabled.
- 9.4 The Contractor will provide urgent support outside the Hours of Operation of the Call Centre. This support will be provided as requested by the Principal.

Systems Management

- 9.5 The Contractor will provide a primary technical contact for liaison with the Principal.
- 9.6 The Contractor will be required to support and manage all aspects of the operations of the systems used to deliver the Component

Services specified in the Service Level Agreement (and this Specification).

- 9.7 The support and management tasks will be undertaken for all systems including:
- 9.7.1 Server hardware, operating systems and applications
 - 9.7.2 Network device hardware, network operating systems and network services
 - 9.7.3 Security appliance hardware, operating systems
 - 9.7.4 Telecommunications circuits
 - 9.7.5 IVR hardware and operating systems
 - 9.7.6 ACD hardware and operating systems (including PABX)
 - 9.7.7 Call Centre Agent workstation hardware, peripherals, operating systems and workstation applications
 - 9.7.8 Management and peripheral appliances and components
 - 9.7.9 Any other technical components required to support the Component Services
- 9.8 The support and management tasks to be undertaken for all systems will include:
- 9.8.1 Proactive checking of log files on all systems
 - 9.8.2 Updating firmware on all hardware components as required. All updates to be performed in accordance with the Change Management process
 - 9.8.3 Applying patches and/or updates to operating systems, applications, databases as required. All updates / patches to be performed in accordance with the Change Management process
 - 9.8.4 Proactive monitoring of all systems for alerts and / or failures. Alerts and failures to include hardware, operating system and application events.

Technology Refresh

- 9.9 The Contractor will plan updates to the systems including hardware, operating systems, firmware, databases, applications in

use to ensure that no application is without direct, front-line support from the relevant vendor.

- 9.10 The Contractor is to detail their approach for addressing technical obsolescence in all components of all systems.

Capacity Management

- 9.11 The Contractor will monitor the performance of all aspects of the systems and prepare a capacity plan to accommodate forecast growth.
- 9.12 A Capacity Plan will be required for the systems, used in delivery of Voice Services and Internet Services, as identified by the Principal.
- 9.13 The Capacity Plan will be reviewed and updated annually, as part of the Technology Plan.
- 9.14 The Capacity Plan will present recommendations for increases in the capacity of all components of the systems that may be required to ensure acceptable performance in the delivery of the services for the subsequent 12 months.
- 9.15 The Capacity Plan is to incorporate any relevant actions for implementing the technical obsolescence approach of the Contractor.
- 9.16 The Contractor should provide details of their capacity planning services for all of the components listed in Clause 9.7.

System Backups

- 9.17 The Contractor will be responsible for performing backups of all systems required to deliver the Component Services.
- 9.18 The Principal requires that data be able to be restored from the backup media within 8 hours (in accordance with the KPIs set out in Section 7).
- 9.19 All aspects of systems are to be backed up to a repository that is external to the system being backed up.
- 9.20 Minimum backup requirements for all systems:
- 9.20.1 Data components to have a full back up daily.

- 9.20.2 A full backup for all servers - including operating system - to be executed weekly.
- 9.20.3 A full backup for all servers - including operating system - to be executed monthly.
- 9.20.4 Appliances (switches, routers, firewalls etc.) to be backed up 6 monthly and before and after any changes.
- 9.20.5 All backups to be made to removable media and taken offsite.
- 9.20.6 Daily backups to be retained for 1 month.
- 9.20.7 Weekly backups to be retained for 12 months.
- 9.20.8 Monthly backups to be retained indefinitely.
- 9.20.9 Backups must be verified via test restores to a test system from time to time. This scenario should be covered in the Disaster Recovery Plan.
- 9.21 Ad-hoc backup requirements
 - 9.21.1 Any system that is being altered, updated or changed is to have a full backup taken prior to the change being applied.
 - 9.21.2 Any system that is being altered, updated or changed is to have a full backup taken once the change has been applied and confirmed as successful.
 - 9.21.3 All ad-hoc backups are to be retained for 1 month.

Documentation

- 9.22 The Contractor is required to develop and maintain user documentation and training documentation for all of the Component Services supported under the Contract.
- 9.23 The Contractor is required to develop and maintain documentation for all systems that the Contractor is responsible for. This is to include:
 - a) design documents
 - b) as-built documents
 - c) testing documents

d) architecture documents

- 9.24 The documents referred to in 9.23 are required for all systems and system components including:
- a) hardware
 - b) operating systems
 - c) databases
 - d) applications
 - e) utilities, tools and any other requirement
- 9.25 The Contractor will provide templates of all documents expected to be delivered to the Principal.
- 9.26 Documentation is to be prepared as part of the project delivery (see Clause 5.11.9), and maintained as part of the Change Management process (see Clause 3).
- 9.27 All documentation produced for the purposes of this Contract remains the property of the Principal throughout and beyond the term of the Contract.
- 9.28 All documentation is to be prepared in Microsoft Word 2003 or later format, and provided to the Principal for review at or before the commencement of user acceptance testing, or at or before the implementation of the service, whichever is the earlier.
- 9.29 All documentation will be produced in accordance with documentation standards to be agreed during the Transition In phase. Documents will:
- a) Be written to professional standards
 - b) Be written in the English language
 - c) Use internationally recognised and common modelling utilities and tools
 - d) Use pictures, diagrams, icons and other symbols to enhance the communication of key points
 - e) If they are designed for use by end users, avoid the use of technical jargon and emphasise readability
 - f) Contain a detailed table of contents

g) Be subject to proper version control

- 9.30 The Contractor will provide a soft copy of the final version of each update of each document produced to the Principal.
- 9.31 The Contractor will review the documents annually or whenever changes to related systems are introduced and address any errors within the documents as soon as practical.

10 Service Improvement and Planning

- 10.1 The Contractor should indicate their acceptance of the requirements stipulated in “Module 11 - Transformation” clauses of the Contract.
- 10.2 The Contractor should present a draft structure and content of the “Module 11 - Transformation Plan” for discussion.
- 10.3 The final structure and content of the “Module 11 - Transformation Plan” would be agreed during the Transition In stage after commencement of the Contract.
- 10.4 The Contractor should indicate their acceptance of the requirements stipulated in “Module 11 – Technology Plan” clauses of the Contract.
- 10.5 The Contractor should present a draft structure and content of the “Module 11 - Technology Plan” for discussion.
- 10.6 The final structure and content of the “Module 11 - Technology Plan” would be agreed during the Transition In stage after commencement of the Contract.
- 10.7 The Contractor should indicate their acceptance of the requirements stipulated in “Module 11 – Innovation Roadmap” clauses of the Contract.
- 10.8 The Contractor should present a draft structure and content of the “Module 11 - Innovation Roadmap” for discussion.
- 10.9 The final structure and content of the “Module 11 - Innovation Roadmap” would be agreed during the Transition In stage after commencement of the Contract.

- 10.10 The Contractor should indicate their acceptance of the requirements stipulated in “Module 11 – Gain Sharing” clauses of the Contract.
- 10.11 The Contractor should present a proposed model for “Module 11 - Gain Sharing” throughout the life of the Contract for discussion.
- 10.12 The final “Module 11 – Gain Sharing” model will be incorporated into the Contract.
- 10.13 The Contractor should indicate their acceptance of the requirements stipulated in “Module 11 – Continuous Improvement” clauses of the Contract.
- 10.14 The Contractor should present a proposed model for “Module 11 - Continuous Improvement” throughout the life of the contract for discussion.
- 10.15 The final “Module 11 - Continuous Improvement” model will be incorporated into the Contract.

Section 7

Performance Management & Billing Requirements

This Section explains how the Principal will be charged and pay for the relevant Component Services. The Contractor is requested to provide:

- Unit prices and simple formulae proposed to calculate total costs (without GST and CPI based revisions) and a table for any volume based variations if the Contractor so proposes
- Comments on the intended key performance measures and incentives / disincentives described in this Specification
- Proposals for any additional key performance measures consistent with industry best practice

1 Performance Management

- 1.1 The Contractor is required to analyse and report on the KPIs. The purpose of KPIs is to define measurable values and associated performance targets in delivering the Component Services. The KPIs of interest to the Principal are listed in the table “Summary of KPIs” below.
- 1.2 If certain significant KPIs (“Tier-1 KPIs”) are not met by the Contractor performing the Component Service, the market value of the Component Service to the Principal diminishes. The Contractor is required to fund this difference through a reduction in its Service Charges. Details of the Reduction in Service Charges are contained in Appendix A:.
- 1.3 At the time of preparing this specification “Tier-2 KPIs” have not been associated with identifiable reductions of Component Service values, therefore do not attract Charge Reductions. However, all KPIs must be monitored and reported monthly by the Contractor. Tier-2 KPIs normally show when at least one critical Tier-1 KPI is at risk. Therefore the Contractor must:
- 1.3.1 Monitor and report monthly all KPIs vis-à-vis their target.
- 1.3.2 For any KPI not meeting the target the Contractor should:
- a) Provide an explanation for the under-performance
 - b) Provide a corrective action plan
- 1.4 If under-performance for any Tier-2 KPI continues or re-occurs frequently the Principal intends to review this KPI and may establish a costing for the under-performance.

- 1.5 During the term of the Contract, if the Principal identifies a direct value impact of a Tier-2 KPI, the Principal may promote such a KPI to Tier-1 and negotiate a Variation to the Contract and the associated changes to Services Charges as appropriate.
- 1.6 The Contractor is required to respond to the other incentives / disincentives specified in this Section such as gain-sharing for reducing handling times of calls and emails.
- 1.7 The Contractor is required to acknowledge that changes to Customer demand pattern on Component Services may occur and changes to technology or management framework may need to be made. If any such change has an impact on KPIs, the KPIs must be jointly reviewed and any required variation agreed as part of the Change Management process.

Table: Summary of KPIs

Grey shading indicates Tier-1 KPIs. All other KPIs will be considered to be Tier-2 KPIs.

Key Performance Indicator by Component Service	Unit	Target	Measured	Charge Reduction (m)
Data Change Management				
Major Service and Timetable update (Agent/IVR/web)	hours	< 24	per event	-
Planned changes and daily timetable variations (Agents / IVR / Internet)	hours	< 6	per event	-
Changed Transport Conditions messages (emergencies, unplanned disruptions)	minutes	< 5	per event	-
Operator Calls				
Availability of PBX (o)	%	99.95%	monthly	Yes
Operator Service Availability (during Hours of Operation)	%	> 99.9	monthly	-
Grade of Service (GOS) (a)	% in <20 seconds	80	daily	Yes
Average Speed of Answer (b)	seconds	< 20	monthly	-
Number of calls put on hold (c)	%	< 10	monthly	-
Average on-hold time (d)	seconds	< 60	monthly	-
Maximum on hold time (e)	seconds	180	monthly	-
Average Abandonment Rate Infoline (f)	%	< 2.5	monthly	-
Average Call Handling Time (g)	seconds	105 cap	monthly	-
Accuracy of Information provided (h)	%	> 95	monthly	Yes
Complete Information provided (h)	%	> 95	monthly	-
Degree of Comprehension of customer query (h)	%	> 95	monthly	-

Key Performance Indicator by Component Service	Unit	Target	Measured	Charge Reduction (m)
Customer Service (friendliness, courtesy and helpfulness) (h)	%	> 95	monthly	-
Adherence to Procedures (h)	%	>95	monthly	Yes
TTY				
Grade of Service (GOS) excluding calls abandoned within 20 seconds	% in <20 seconds	90	daily	-
Average on-hold time	seconds	< 30	monthly	-
Average Abandonment Rate TTY	% of calls to TTY	< 5	monthly	-
Average Call Handling Time	minutes	< 3	monthly	-
IVR				
IVR Service Availability (o)	%	> 99.95	monthly	Yes
Accuracy of Information provided (h)	%	> 99.5	monthly	-
Complete Information provided (h)	%	> 95	monthly	-
IVR resolution rate	%	> 30	monthly	-
Website				
Service Availability	%	> 99.95	monthly	Yes
Accuracy of results to timetable queries	%	> 98	monthly	-
Service performance - Trip planner result set returned (i)	seconds	< 8		-
Service performance - Customer input receipt completed (i)	seconds	< 3		-
Service performance - Request web page returned (i)	seconds	< 1		-
Updated content accessible on web site (j)	minutes	< 15		-
Backups with successful completion	%	100	monthly	-
All components to be running current level minus 1 as a minimum for security patches/updates	%	100	monthly	-
Fail over to disaster recovery site	hours	< 1	6 monthly	-
Return operations to primary site from disaster recovery site	hours	< 1	6 monthly	-
Entry of Feedback details (into Feedback Management System)	%	100	monthly	-
Accuracy of Data Entry of Feedback	%	> 98	monthly	-
Provide Receipt of Entry (Reference ID)	minutes	< 1	monthly	-
Customer Feedback Calls and Emails				
Entry of Feedback details (into Feedback Management System)	%	100	monthly	-
Resolution of Customer Feedback (k)	% within 2 days	95	monthly	-

Key Performance Indicator by Component Service	Unit	Target	Measured	Charge Reduction (m)
First Customer Contact Resolution (n)	%	> 70	monthly	Yes
Average Abandonment Rate for Customer Feedback line	%	< 5	monthly	-
Accuracy of the Feedback Report (l)	%	> 95	monthly	-
Prioritisation of Feedback - 'urgent' events	%	> 99	monthly	Yes
Problem Management (internal)				
Entry of problem into Problem Mgmt Log	%	100	monthly	-
Problem reference ID provided	% within 15 mins	> 99	monthly	-
Caller contacted for high priority problems	% within 2 hours	> 99	monthly	-
Problem diagnosis of high priority problems	% within 4 hours	> 95	monthly	-
Change Management				
Entry of proposed change into Change Log	%	100	monthly	-
Requirements of urgent changes confirmed	% within 2 days	> 95	monthly	-
Requirements of other changes confirmed	% within 5 days	> 95	monthly	-
Proposal for urgent changes reviewed (after requirements are confirmed)	% within 2 days	> 95	monthly	-
Proposal for non-urgent changes reviewed (after requirements are confirmed)	% within 5 days	> 95	monthly	-

- (a) Time to answer a call as soon as the Customer selected a function which places the call into a queue for a Call Centre Agent. If variation in call volume in a day is increased by 20% or more due to significant events outside the Contractor's control there will be no Charge Reduction. Reporting must include this evidence to support the waiving of Charge Reductions.
- (b) Average speed of answer means the average delay of all calls once queued and answered by a Call Centre Agent in each calendar month.
- (c) Maximum number of calls put on hold by a Call Centre Agent means that no more than the specified percentage of all calls should ever be placed on hold. Customers should get the full and continuous attention of the Agent.
- (d) For those calls in a month where the caller is placed on hold by a Call Centre Agent, the average on hold time across all on-hold instances should be less than the time specified.
- (e) For those calls in a month where the caller is placed on hold by a Call Centre Agent, the total maximum on-hold time per call during the month is specified here.

- (f) Average abandonment rate means the amount of calls that are abandoned by the Customer prior to being answered by a Call Centre Agent every calendar month. This is expressed as a percentage of all calls made to the Component Service and placed in the ACD queue in that month.
- (g) Average Handling Time (AHT) is defined in Clause 6. Note that for each of the Component Services where AHT is used to calculate costs, the calls only to that Component Service must be used in the calculation (e.g. Feedback Calls are measured separately and have their own AHT).
- (h) The Contractor is required to monitor and measure the quality, appropriateness and timeliness of information provided to the caller. This monitoring should be undertaken by the Contractor monitoring actual calls. Random samples should be taken at a rate such that a 95% or higher level of confidence at an error margin of 5% or less in the actual measurement can be achieved. The Principal may seek to verify the results by either auditing and analysing the actual sample calls taken, or employing an independent "Mystery Shopper", or any other method determined solely at the discretion of the Principal. Areas to be monitored for quality include:
- **Accuracy of information provided** – meaning the provision by the Call Centre Agent of accurate information to the Customer.
 - **Complete information provided** – meaning the provision by the Call Centre Agent of complete information to the Customer, information provided by Call Centre Agent Response Services will not be taken to be inaccurate or incomplete where it replicates information provided by an Agency
 - **Degree of comprehension** – meaning the degree to which the Call Centre Agent understood the Customer's query and relayed the correct answer
 - **Customer Service** – meaning the attitude of friendliness, courtesy and helpfulness conveyed by the Call Centre Agent
 - **Adherence to Procedures** – meaning the adherence by the Call Centre Agent to procedures
- (i) Service performance needs to be measured in such a way that only those factors within the control and responsibility of the Contractor are assessed. To achieve this, the Contractor will provide an assessment of the overall web platform's ability to respond to the data requests specified. The point of origin for the requests is to be outside the external firewall of the platform but not located on a network segment that could result in skewing of the results due to traffic loads that the Contractor is unable to control.
- (j) Any changes, updates or modifications to the content being presented on the web site is to be available for public access/viewing within the allotted time from the "publish" action being taken in the CMS. This timeframe applies to

all targets of the content update process including the production web platform and the Disaster Recovery web platform.

- (k) Resolution of Feedback KPI measured under this Contract is limited to Feedback received from Customers with respect to ITIS under the control of the Contractor (e.g. web site layout, Call Centre Agent behaviour etc.). This excludes all cases where the resolution depends upon actions by an Agency or the Principal. In this context, Feedback is resolved as far as the Customer is concerned and according to definition of "Resolved" set out in Section 3. The original issue of the Feedback may still require further work by the Contractor. More details can be found in Section 3.

When Feedback is allocated to an Agency, they have their own KPI settings and the Agency becomes responsible from here on to manage the resolution and finalisation/closure of the Feedback.

- (l) Accuracy in this context means that the Call Centre Agent accurately transcribes and categorises the information received from the Customer when entering it into the CFS.
- (m) See Appendix A: for Charge Reductions. They apply only for certain Tier-1 KPIs (as shown) where a clear reduction in Service value exists if the KPI's target is not achieved.
- (n) Agencies will provide up-to-date information for Call Centre Agents to solve a high percentage of Feedback calls at the first point of contact. The Contractor should analyse closely what kinds of Feedback are not resolved at first point of contact and request appropriate information from the relevant Agency.
- (o) PBX and IVR availability includes the fact that the equipment must be reachable from the telephone network. This includes all facilities under the Contractor's control, including the number of lines from the telecommunication service provider. This can only be measured reliably by the telecom provider. A report must be made available to the Principal showing the number of calls dropped due to unavailable equipment or exceedence of capacity of the Contractor's facilities.

2 General Transport Infoline Calls (Operator Calls)

- 2.1 Operator Calls include all 131500 Infoline calls picked up by a Call Centre Agent, except for Feedback calls which will be treated separately.
- 2.2 The Principal prefers the Contractor to propose a formula to calculate the total costs for call handling by operators. Such as

Cost of Calls = Base Costs plus Total Call Time multiplied by a Cost Rate

- 2.3 The Cost Rate and the Base Costs will be subject to variation as per CPI over time.
- 2.4 Alternatively, the Contractor may suggest a pricing table - like the one below - and an interpolation rule between price points in the table. Price points will be CPI dependent.

For the purpose of the Tender evaluation the total call costs will be performed for the following call volumes, based on recent call volumes. The Contractor is welcome to provide the costs calculated (up to 8 digits) based on its proposed formula or cost rates table. The table below is included in the Tender Response Form.

Monthly number of calls	Average Call Handling Time (AHT) in seconds				
	80	90	100	110	120
100,000	\$.#####/sec				
150,000					
200,000					
250,000					
300,000					

Total Call Time and Average Call Handling Time (AHT) for Call Centre Agent calls do not include Feedback calls. They are accounted for separately.

- 2.5 The Contractor should suggest means by which the Average Call Handling Time (AHT) can be reduced without reducing the quality of the service to the Customer. The Contractor is encouraged to propose incentive schemes to reduce or limit the AHT. Such a gain-share / penalty scheme should be flexible to allow for further adjustments.
- 2.6 It is envisaged that the Contract will include a negotiated "Gain Share" scheme for reducing the AHT as well as IVR Termination Rates. The matters to be taken into account include the KPI related consideration set out in Appendix A of this Section.
- 2.7 Changes in call characteristics: A consistent change of call patterns may show up by a variation in the IVR Resolution Rate or a change in AHT. If a normalised 3-month trend analysis, accounting for seasonal and/or Special Events show a more than 5% change in IVR Resolution Rate and/or AHT a review of those KPIs and their impact shall be conducted. New performance targets for AHT and IVR Resolution Rates will be based on historical data and any reasonable prediction for the future.

3 Feedback Calls

- 3.1 Feedback calls are not included in Call Centre Agent calls in according with Clause 2.1 above. Costs must be quoted separately as \$ per second (excluding CPI consideration).
- 3.2 There should be no minimum base Service Charge for each Feedback call.
- 3.3 There should be a maximum of Feedback AHT of 400 seconds (Feedback AHT Cap), which based on historical data is a very manageable timeframe.
- 3.4 Feedback calls must be separately reported in monthly invoices. Charges will be based on actual duration of Feedback calls for the period. A suggested fee calculation is shown below.
- a) Total Feedback Call Price = {Number of actual Feedback calls during the month} x { Feedback Actual AHT} x {Price per second}.
 - b) The Actual Handling Time for Feedback is measured from the time that the Call Centre Agent picks up the call until the call is completed.
 - c) Actual Feedback AHT includes any time required for completing Feedback wrap-up. The unit of Feedback AHT is seconds.
 - d) The Average Feedback Call Handling Time will not be invoiced beyond the Actual Feedback AHT Cap.
 - e) The Principal and Contractor agree to review and adjust the Actual Feedback AHT Cap as and when significant sustained changes to actual Feedback AHT occur.
 - f) A “Gain Share” mechanism will be applied as an incentive to improve Feedback AHT for Infoline Calls. The gain-share Feedback AHT will be calculated as the numerical average of the Feedback AHT Cap and the Actual Feedback AHT.

Example

Feedback AHT Cap	400 seconds
Actual Feedback AHT	360 seconds
Average of Actual Feedback AHT and Feedback AHT Cap	$(360 + 400) / 2 = 380$ seconds
Feedback Call Handling Time used for fee determination	380 seconds

4 Minister's Hotline Calls

- 4.1 It is suggested that the Contractor provides a separate unit costs (\$ per second) for Minister's Hotline handling. The complexity and attention required for these calls is comparable to Feedback calls. There is no minimum Service Charge for each Minister's Hotline call. Minister's Hotline calls must be separately reported in monthly invoices. Charges will be based on actual duration of Minister's Hotline calls for the period. There will be no cap on the billable call time.

5 Feedback Emails

- 5.1 Service Charge for Feedback email handling is suggested to be identical to Feedback calls. The Contractor is requested to confirm the unit costs or quote a different one and explain any reason for doing so. There should be no minimum Service Charge for each Feedback email.
- 5.2 Feedback emails will be separately reported in monthly invoices.
- 5.3 The handling time for Feedback email is measured from the time that the Call Centre Agent opens an email and until Feedback in the email is processed, including any wrap-up time.
- 5.4 The Actual AHT for Feedback emails is calculated: The total time spent on all Feedback emails divided by the number of Feedback emails.
- 5.5 Total Feedback Email Price = Feedback actual total monthly emails x Actual Feedback Email AHT x price per second.
- 5.6 There should be a cap on Feedback Email AHT, suggested to be 320 seconds.
- 5.7 The Principal and Contractor agree to adjust the Feedback Email AHT Cap to reflect significant changes to actual Feedback Email AHT. The Principal and Contractor will negotiate and agree a revised Feedback

AHT Cap to account for significant sustained changes in actual Feedback AHT.

- 5.8 Charges will be based on a gain-share mechanism applied as an incentive to improve Feedback Email AHT for Infoline emails. The gain-share Feedback Email AHT will be calculated as the numerical average of the Feedback Email AHT Cap and the Actual Feedback Email AHT.

Example

Feedback Email Email AHT Cap	320 seconds
Actual Feedback Email AHT	300 seconds
Average of Actual Feedback Email AHT and Feedback Email AHT Cap	$(320 + 300) / 2 = 310$ seconds
Feedback Call Handling Time used for fee determination	310 seconds

6 Average Handling Time

Definition of Average Handling Time

- 6.1 Average Handling Time (AHT) means the total time of all calls made to the telephone number 131500, and any replacement of that telephone number, for a calendar month, where the call is routed by the ACD or IVR to a Call Centre Agent, divided by the total number of Call Centre Agent calls counted for that calendar month.
- 6.2 Average Handling Time is measured for Call Centre Agent calls from the time the Call Centre Agent, being a natural person, picks up the call until that call ceases. The unit of measurement for AHT is seconds.
- 6.3 On each of the Component Services where AHT is used to calculate costs, the calls to only that service are used in the calculation.

7 IVR

- 7.1 The Contractor is required to quote a Service Charge per call for IVR Resolved calls and any fixed costs per month, exclusive of both GST and any CPI consideration.
- 7.2 The Contractor with the Principal will use all commercially reasonable efforts to improve IVR Resolution Rates over the duration of the Contract.

- 7.3 The IVR maintenance may be varied by agreement between the Parties in the event that future IVR developments require alternative maintenance.

8 Website

- 8.1 The Contractor is requested to quote fixed monthly Service Charges for maintenance of the ITIS Website exclusive of GST and any CPI consideration.
- 8.2 The charge may be varied by agreement between the Parties in the event that future web developments require additional maintenance.

9 Professional Service Charges

- 9.1 The following professional service fees will apply for approved project work specified through the life of the Contract. The list below is included in the Tender Response Form. The fee rates should be inserted there.
- 9.1.1 The Contractor is requested to provide a schedule of rates to apply for this classification, from 1 July 2009 to 30 June 2010. The rates will thereafter be subject to CPI variations.
- 9.1.2 The Principal must approve, in advance, all project work and resource allocation as set out in this Schedule.

Resource Designation	Proposed Hourly Rate
General Manager	
Project Manager	
Senior Business Analyst	
Business Analyst	
Call Centre Manager	
Client Services Manager	
Call Centre Supervisor	
Call Centre Agent	
Programmer	
Web Administrator	
Other (please specify)	

10 Inclusions and Exclusions

- 10.1 The Service Charges cover all Component Services provided under the Contract including Data Management, Web Site maintenance, IVR maintenance, and IT management status quo.
- 10.2 The Service Charges do not include Disaster Recovery tests, communication costs, Web expansion hardware & software costs, or capital costs for any new services proposed in the future.
- 10.3 Costs of software upgrades and maintenance are expected to be generally included in software support agreements and form part of the regular Service Charges.

11 Consumer Price Index

- 11.1 The Service Charges will be adjusted during the Term effective 1st July of each year by an amount to be indexed in accordance with CPI.
- 11.2 References to amounts to be indexed in accordance with CPI are references to such amounts multiplied by '**CPI**₁' divided by **CPI**₂

Where:

'**CPI**₁' is the CPI most recently published prior to the relevant calculation date; and

'**CPI**₂' is the CPI 12 months prior to **CPI**₁.

'**Consumer Price Index**' or '**CPI**' means:

- The 'All Groups Consumer Price Index Weighted Average of Eight Capital Cities' published quarterly by the Australian Bureau of Statistics, as long as there is no change in the coverage, periodicity or reference between **CPI**₁ and **CPI**₂;
- If there is a change in the coverage, reference base, periodicity or general availability of the above CPI information at the relevant calculation date, the parties to this contract will negotiate and agree on a new indexation for price variation from that time forward.

12 Call Centre Services (Interpreter Facilities)

- 12.1 The Contractor is requested to provide costs for providing interpreter facilities. Please state the languages and available times if they are different from the Call Centre operations specifications in Section 4.

13 Disaster Recovery Services

The Contractor must provide:

- 13.1 A monthly fixed costs to maintain a Disaster Recovery service.
- 13.2 A fixed fee for a Disaster Recovery test to be conducted every 6 months and an auditable log must be produced.
- 13.3 The Contractor should offer options and the related costs as per above clauses for the following service recovery times:
 - 13.3.1 Within 24 hours.
 - 13.3.2 Within 4 hours.
 - 13.3.3 Uninterrupted continuation of service (some performance degradation permitted).
- 13.4 The Contractor should describe how this recovery of services will be achieved, including a description of any temporary and longer term impact to the service provision.
- 13.5 Services unavailable during a tolerable Disaster Recovery time are exempt from KPI driven Charge Reductions if the cause of the Disaster was outside the Contractor's control (see Appendix A: : Reduction in Service Charges).

14 Telephone Typewriter Services (TTY)

- 14.1 The Contractor must provide a monthly cost to provide the TTY service. It is desirable to be a fixed fee. There are very few calls for this service, between 5 and 15 real calls per month, but also about 100 fake or accidental calls per month, which require very little time to handle.

15 Photocopying Fees

- 15.1 The Contractor is requested to provide a cost per page for this service in case of significant paperwork to be distributed. This is not currently envisaged.

16 Transition Out / Disengagement Services

- 16.1 Any Disengagement Services required by the Principal shall be billed using the Professional Services rates as per Clause 9 of this Section.

17 Reduction in Service Charges

- 17.1 Reduction in Service Charges will apply for failure to achieve some KPIs as set out in Appendix A of this Section.

18 Invoicing Requirements

Overview

- 18.1 Usage statistics will provide the basis for producing accounting and billing information for each participating Agency. The reporting system must be agreed with the Principal and be fully transparent to all Agencies.
- 18.2 Transactions must be categorised according to transport mode and the relevant participating Agency, so that transaction statistics and performance reporting are able to be provided in respect of usage of each Agency's transport system, and billing is able to be directed to the appropriate Agency for payment.
- 18.3 Transactions involving multi-modal services must be counted separately and allocated to the relevant participating Agencies in accordance with allocation rules specified from time to time by the Principal in writing. The reporting system must record sufficient details of such services to enable Agencies to audit the allocation of transactions and fees and assess the need for changes to the allocation rules.
- 18.4 Transactions that cannot be readily allocated to a particular Agency or inter-modal service must be counted separately and reported to the Principal for determination of the appropriate statistical and billing allocation. Examples might include non-mode specific enquiries, wrong number calls etc.
- 18.5 The Contractor's invoices will identify each Transport Agency and will be particularised, self-explanatory and fully supported by the transaction statistics and other relevant reports. Invoices must show total transactions and fees and their allocation between the participating Agencies. Invoices will be accompanied with a statement or account from the carrier regarding outbound communication costs. Note Transport Infoline website communication costs are the responsibility of the Principal.
- 18.6 All invoices must be reviewed and approved by the Principal. The Contractor shall use all reasonable efforts to promptly resolve all Principal's queries regarding invoices sent by the Contractor. The Contractor agrees that no invoice shall be due and payable during any good faith dispute as to the accuracy and completeness of any invoice.

Sample Invoices

- 18.7 The Contractor to submit invoices in the format set out in Appendix B of this Section.

19 Invoice Process

Principal Billing and Invoicing Process

The purpose of following Clauses is to set out the billing and invoicing Process to be followed by the Contractor.

- 19.1 Billing is vital to the customer relationship, as well as profitability of the Contractor both in terms of accuracy and timeliness. The Contractor must bill the Principal in accordance with the formal Contract terms.

Responsibility

Objectives

- 19.2 The objectives of this process are to:
- 19.2.1 Identify the billing mechanism as agreed in the Contract.
 - 19.2.2 Ensure that the billing mechanism can be accurately reported on.
 - 19.2.3 Ensure clarity of roles, responsibilities and processes required for accurate and timely client invoicing within the Call Centre.
 - 19.2.4 Ensure that responsibility for all the required tasks is appropriately designated in terms of skills, focus and resource availability.
 - 19.2.5 Provide a consistent approach to client invoicing.
 - 19.2.6 List invoice source documentation / systems.
 - 19.2.7 Ensure all costs associated with the service are identified and included on the client invoice.
 - 19.2.8 Ensure that there are appropriate quality checks to provide accurate invoicing.

Process Flow

- 19.3 The invoicing process is set out in Appendix C of this Section.

Nominated Bank Account Details

19.4 Invoices to the Principal must contain the relevant account details for payment purpose:

- Account Name
- Bank
- Branch
- BSB No
- Account No

Appendix A: : Reduction in Service Charges

The reduction in Service Charges will apply as detailed in the table below. The Parties agree and acknowledge that reduction in Service Charges will apply for failure to achieve some of the KPIs. The KPIs will be measured by the Contractor, and may be audited by the Principal from time to time.

	Performance Measure	KPI Level Required	KPI range	Reduction in Service Charges
(a)	Call Centre Agent calls – Grade of Service	80% of calls answered in 20 seconds (daily average)	<80%	0.5% of daily Call Centre Agent calls (not CFS) charges per whole percentage point shortfall, up to a maximum of 20% reduction
		If calls exceed 110% of forecast due to changed transport condition, or factors are outside of Contractor's control		Nil (each day affected)
(b)	Call Centre Agent calls – accuracy of information provided	95% of Call Centre Agent calls (monthly average).	<95%	1% of Call Centre Agent Calls charges on a monthly calendar basis.
(c)	Call Centre Agent calls – adherence to procedures	95% of Call Centre Agent calls (monthly average).	<95%	1% of Call Centre Agent calls charges on a monthly calendar basis.
(d)	PBX and IVR Service Availability	Available 99.95% of time (monthly average)	<99.95% and >=99.5%	10% of IVR charges on a monthly calendar basis
			<99.5% and >=99%	20% of IVR charges on a monthly calendar basis
			<99%	25% of IVR charges on a monthly calendar basis
		If planned outage or factor outside Contractor's control		Nil
(e)	CFS Prioritisation of Feedback	100% of 'urgent' events prioritised accurately.	<100%	5% of CFS charges per Event in a given month

	Performance Measure	KPI Level Required	KPI range	Reduction in Service Charges
(f)	CFS First Tier Resolution	70% of all calls resolved within first contact	<70% and >=60%	1% of CFS charges in any given month per whole percentage point shortfall
			<60% and >=50%	1.5% of CFS charges in any given month per whole percentage point shortfall
			<50%	2% of CFS charges in any given month per whole percentage point shortfall
(g)	Website service availability	Available 99.95% of time (monthly average)	<99.95% and >=99.5%	10% of website service charges on a monthly calendar basis
			<99.5% and >=99%	20% of website service charges on a monthly calendar basis
			<99%	25% of website service charges on a monthly calendar basis
		If planned outage or factor outside Contractor's control		Nil

In addition to the actual invoice, the Principal is requesting a covering letter explaining any anomaly or special consideration during the invoice month, particularly any reason why KPIs have not been met. Find below an example for this covering letter. Further supporting documents are listed in Appendix C.

Service Provider Letterhead

0X Month 200X

ITIS Contract Manager
Ministry of Transport
Level 19/227 Elizabeth Street
Sydney, NSW 2000

Dear <Contract Manager>

Re: Certification of Invoice

Please accept this certification that the charges set out in the accompanying documentation are in line with the Integrated Transport Information Service Agreement and accompanying schedules.

Ministry of Transport Actual Figures

Total Operator Calls Answered Information Line	XXX,XXX
Total Operator Calls Answered Your Say Line	X,XXX
Total Operator Calls Answered Ministers Line	XX
Total Operator Calls Answered Combined	XXX,XXX
Total IVR Completed Transactions	XX,XXX
Total Calls received at the IVR	XXX,XXX
Percentage of Transactions Completed in IVR	XX.XX%
Total Service Reductions	\$XXX.XX

The Service Reductions are the result of:

Reduced Grade of Service on dd/mm/yy, answering xx.x% instead of 80% of calls within the 20 seconds as per KPI.	\$XXX.XX
Reduced Accuracy of Information provided was xx.x%, which is below 95% as required per KPI	\$XXX.XX

If you have any further queries regarding this invoice please contact me on (02) XXX XXXX.

Yours sincerely,

Centre Manager
Contractor

Appendix C: : Supporting documents

Extended Billing and Invoicing Requirements

The Contractor must bill the Principal in accordance with the formal Contract terms.

OBJECTIVES

The objectives of this process are to:

- Identify the billing mechanism as agreed in the contract
- Ensure that the billing mechanism can be accurately reported on
- Ensure clarity of roles, responsibilities and processes required for accurate and timely client invoicing
- Ensure that responsibility for all the required tasks is appropriately designated in terms of skills, focus and resource availability
- Provide a consistent approach to client invoicing
- Invoices are raised at month-end and send it to the Principal by the fifth working day of the following month.
- List invoice source documentation / systems
- Ensure all costs associated with the service are identified and included on the client invoice
- Ensure the correct unit prices are referred to in calculations.
- Ensure that there are appropriate quality checks to provide accurate invoicing; that the call volumes on reports are all matching before commencing work on the Invoice (If the figures do not match, a day-by-day investigation needs to take place)
Please Note: The AHT on the Billing Summary may not match the AHT on the Monthly Calculations if a gain-share price mechanism has been contractually agreed upon.
- Ensure that an Invoice summary is produced listing the following:
 - Total Operator Calls Answered Infoline
 - Total Operator Calls Answered Feedback Line
 - Total Operator Calls Answered Ministers Line
 - Total Operator Calls Answered Combined
 - Total IVR Resolved Transaction
 - Total Calls received at the IVR
 - Percentage of Transactions Resolved in IVR
 - Total Charge Reductions due to KPI defaults
- Ensure all reports are in printable format

- Ensure that relevant billing documentation is forwarded to the Principal's ITIS Contract Manager

To support any queries regarding the execution of the Contract it is suggested that the all billing reports specified in Appendix D of Section 1 should be readily available as softcopies for further analysis.

Section 8

Except where specifically stated otherwise the requirements listed in this clause are common for:

- Service Continuity
- Service Enhancements

1 Overview

- 1.1 The Contractor is to review all documentation provided for current systems (see Appendices to this Section) to ensure an understanding of the Service Continuity requirements for the Component Services and the current resources available to support both service continuity and service enhancement.

2 Infrastructure

General

- 2.1 For the purposes of this Section, ITIS Equipment means information technology hardware, software, licences and associated equipment, including all component parts, network devices, facilities, servers, peripherals and consumables.
- 2.2 The Contractor may choose to utilise current ITIS Equipment for the ongoing delivery of ITIS. The register of current IT assets is provided in Appendix A:.
- 2.3 All current ITIS Equipment is owned by the Ministry of Transport and, if the Contractor elects to utilise any of this equipment for the ongoing delivery of ITIS, the Contractor agrees that it will:
- 2.3.1 Use ITIS Equipment for the sole purpose of providing the Component Services.
 - 2.3.2 Properly maintain and secure the ITIS Equipment.
 - 2.3.3 Insure the ITIS Equipment in accordance with this Contract.
 - 2.3.4 Support and maintain the ITIS Equipment in accordance with Section 6.

- 2.4 Where the Contractor chooses to use new equipment to support the delivery of the Component Services, the Contractor is required to provide all IT hardware, software, licences and associated equipment, including all component parts, network devices, hosting facilities, servers, peripherals and consumables
- 2.5 Ownership of hardware and software for specialist, business applications is to be held by the Principal. Specialist, business applications include:
 - 2.5.1 Trip Planner.
 - 2.5.2 CFS.
 - 2.5.3 CMS
- 2.6 Any hardware and software procured by either the Contractor or the Principal to deliver the Component Services will be subject to the "Support Services" requirements of Section 6.

Voice Services Delivery Platform

- 2.7 The current platform for delivery of Voice Services is presented in Appendix B:.
- 2.8 The telephony system for receiving inbound calls should:
 - 2.8.1 Be flexible and future proof with issues such as telephone numbering plan changes being taken care of without any budget shocks.
 - 2.8.2 Automatically conduct regular testing of extensions to proactively detect and correct line or exchange faults.
 - 2.8.3 Feature an easy to use Moves and Changes interface with control over all extensions, including call barring, swaps and group changes.
 - 2.8.4 Provide detailed station level reporting (including priced external calls) of both incoming and outgoing calls on a national basis.
 - 2.8.5 Provide ACD functionality / integration.
 - 2.8.6 Provide IVR functionality / integration.
 - 2.8.7 Enable call transfers.
 - 2.8.8 Enable placing calls on hold.
 - 2.8.9 Provide quality assessment tools such as:

- a) Call recording
- b) Active call monitoring

2.8.10 Be based on current, proven technology offerings.

- 2.9 The systems used to deliver the telephony systems - including ACD, IVR, telecommunications connectivity - should meet the uptime targets in accordance with the KPIs set out in Section 7.
- 2.10 The Voice systems will need to accommodate the demand levels presented in Sections 1, 2 and 4.
- 2.11 The Voice systems will need to support the transaction levels presented in 2.10 whilst meeting the KPIs set out in Section 7.
- 2.12 The Contractor should provide e-mail capability for receiving communications including Feedback. The e-mail system will accept e-mails for the domain 131500.com.au.
- 2.13 The Contractor should provide details of the IT facilities and management arrangements for supporting the operation of the Voice Services, including:
 - 2.13.1 Call Centre and data centre facilities (equipment, security, fire protection, uninterrupted power supply and etc.).
 - 2.13.2 Communications facilities including PABX, IVR, ACD, routers and gateways, internet access and proposed hosting.
 - 2.13.3 Hours of Operation, staffing arrangements, data base & software backup, off-site storage, archiving, and other similar and related matters.
 - 2.13.4 Disaster Recovery facilities.

Internet Services Delivery Platform

- 2.14 The current platform for delivery of Internet Services is presented in Appendix C:
- 2.15 The expected availability of the systems associated with the Data Centre facilities is in accordance with KPIs set out in Section 7
- 2.16 Telecommunications circuits:
 - 2.16.1 Front-end circuits are to be a minimum of 10 Mb per second bandwidth.

- 2.16.2 Front-end circuits will terminate at the Internet Services delivery infrastructure - most likely at the firewalls - and therefore need to be presented as an Ethernet connection (RJ45).
- 2.16.3 The telecommunications circuits must be able to cope with the currently-experienced traffic demands along with headroom for growth.
- 2.16.4 A second, single circuit is to be provided for management of the Internet Services delivery platform. This circuit will connect to a back-end network infrastructure within the Internet Services delivery platform.
- 2.16.5 The management circuit will be used for:
- a) Access to the Internet Services delivery platform by the systems administrators
 - b) Publishing new or updated web pages
 - c) Performance monitoring of servers and network components
 - d) Internet traffic data logging and reporting

- 2.17 The ITIS Website should support the transaction levels presented in Table 1.

Web activity	Measurement
Total page impressions per month	4,000,000
Number of unique visitors per month	500,000
Average session duration (minutes)	2:00
Average page weight	120 KB
Anticipated annual growth rate in total page impressions	25 %
Forecast average page weight from 2009/10	350 KB

Table 1: ITIS Website activity statistics

- 2.18 The ITIS Website will need to support the transaction levels presented in 2.17 whilst meeting the KPIs set out in Section 7.
- 2.19 The ITIS Website performance as defined in the KPIs in Section 7 is to be maintained in conjunction with user demand increases.

Customer Feedback Services Delivery Platform

- 2.20 The current structure for the Satisfy system is presented in Appendix D:.
- 2.21 The Contractor will need to establish connectivity to the Satisfy 4 servers at RailCorp to provide Customer Feedback Services and provide access to Satisfy for call centre agents during Service Continuity.
- 2.22 The Contractor will be required to establish connectivity to the CFMS for Call Centre Agents for Service Continuity.

3 Data Management

- 3.1 The current data delivery and data management structure is presented in Appendix E:.
- 3.2 The current data update processes are presented in Appendix F:.
- 3.3 The Contractor is to provide a detailed design of the systems and processes that will be used to capture and publish all data sets to support the ITIS Component Services during both the service continuity and service enhancement phases.
- 3.4 The Contractor will be required to accept data files from all associated Agencies and load the data to the relevant systems.
- 3.5 The Principal intends that these be the sources of information for ITIS. The Contractor must be able to access data from these sources. The Contractor is responsible for ensuring that data is accurately transferred from the Principal's databases and other nominated sources to ITIS.
- 3.6 The Contractor will continue to deliver the required outputs that are currently compiled and extracted from all of the data that is delivered to ITIS. The outputs are:
 - 3.6.1 Data to support the Trip Planner, Internet Services and Voice Services.
 - 3.6.2 Data for the mobile.131500.com.au website.
 - 3.6.3 Data as used by the IVR for Next Service enquiries.
 - 3.6.4 Data as used by the T-Way Passenger Information Display System (PIDS).

- 3.6.5 A periodic, full export of the current database for use by the TDC.
- 3.7 The format and structure of the data files provided by the Agencies are defined in IDA documents. The current IDAs for each type of data being delivered by an Agency will be provided to the Contractor. The Contractor will maintain the IDA documents.
- 3.8 The Contractor will create and maintain any new IDAs that may be required.
- 3.9 The Contractor agrees to accept data for additional Transport Service providers as required by the Principal.
- 3.10 The Contractor will secure all ITIS data in accordance with Clause 4 Security and "Security and Confidentiality of Information" requirements specified in Section 1.

Ticketing and Fare Data

- 3.11 Where ticketing and fare data is provided to the Contractor, this data is to be utilised in fare calculation by Call Centre Agents.
- 3.12 The Contractor will make the "CityRail Fare Assistant" (or equivalent) available to the Call Centre Agents.
- 3.13 The Contractor will provide access to the "CityRail Fare Assistant" (or equivalent) functionality from the ITIS Website.
- 3.14 The Principal will provide data on private bus fares whenever updates are made. The Contractor will make this fare information available to Call Centre Agents and publish the data on the ITIS Website.
- 3.15 The update of applicable fare information must be consistent with this Contract.

Geographic Data

- 3.16 The Contractor will utilise the geographic location details provided in the data sets to create mapping paths for display in the Trip Planner.
- 3.17 Where appropriate, the Contractor may offer to supplement the geographic data provided to improve the overall service to the ITIS customers

Future standards (Service Enhancement only)

- 3.18 The Contractor may be required to receive XML files and load the data into all relevant systems identified. The data that may be delivered to the Contractor in the XML files includes:
- 3.18.1 STA timetable data for Sydney and Newcastle buses.
 - 3.18.2 STA timetable data for Newcastle ferries.
 - 3.18.3 Sydney Ferries timetable data.
 - 3.18.4 PBO timetable data.
 - 3.18.5 ITIS sundry data including:
 - a) CityRail station geographic coordinates
 - b) Landmark details
 - c) Pedestrian access points for interchanges
- 3.19 Data from the associated Agencies may be presented to the Contractor according to defined standards for the transfer and exchange of Transport Data. The defined standards being considered include:
- 3.19.1 Transmodel: Reference data model for public transport.
 - 3.19.2 SIRI: Service Interface for Real-Time Information.
 - 3.19.3 IFOPT: Identification of Fixed Objects in Public Transport.
 - 3.19.4 NaPTAN: National Public Transport Access Node Database.
 - 3.19.5 TransXChange: Standard for interchange of public transport timetables.
 - 3.19.6 JourneyWeb: Standard for public transport journey planning.
 - 3.19.7 NPTG: National Public transport Gazetteer.
 - 3.19.8 TPEG: Transport Protocol Exports Group.
- 3.20 The data files from the Agencies will be structured according to one of the identified, or a similar Transport Data standard. The Contractor will be required to receive the data files provided and load them into the relevant systems for ITIS.
- 3.21 The Contractor will be required to accept real-time data on transport events as and when it is delivered from the relevant Agencies. This data

is to be communicated to Call Centre Agents and published to relevant Internet Services immediately upon receipt.

3.22 The currently anticipated real-time data sources are:

3.22.1 Actual running times for STA buses being provided by PTIPS.

3.22.2 Actual running times for Sydney Ferries being provided by FOCIS.

3.22.3 Actual running times for CityRail trains being provided by RailCorp.

3.23 The method by which the real-time is accepted into ITIS is to be determined as each of the real-time feeds becomes available. The Contractor is to provide statements of their capability to accept data feeds for real-time transport events into the systems.

3.24 Changes to the data management environment may require changes to the data recovery and Disaster Recovery parameters for all platforms.

4 Security

4.1 The Contractor undertakes to ensure that all aspects of ITIS are secure from unauthorised access, computer virus contamination and other threats to the accuracy and integrity of ITIS data, databases and systems.

4.2 All security policies and procedures created by the Contractor for the ITIS environment must be accepted by the Principal before being implemented.

4.3 The Contractor will be required to implement and maintain the security measures in both the Voice Services and Internet Services delivery environments.

4.4 The ongoing management and maintenance of all systems, incorporating "Support Services" security requirements specified in Section 6.

Physical Security

4.5 The Contractor is to create security policies and procedures for administering physical access to all areas where ITIS activities are undertaken and/or ITIS Equipment / systems are housed.

4.6 Physical access to the designated areas will be restricted to only those personnel who require access to perform ITIS related duties.

- 4.7 The Contractor will audit access attempts to all areas on a monthly basis.
- 4.8 The physical security system will maintain a log of all access activities.
- 4.9 The Contractor will provide a report to the Principal whenever requested detailing which individuals have access to the Data Centre.

User Access Security

- 4.10 The Contractor is to create security policies and procedures for administering user accounts on all ITIS Equipment and systems.
- 4.11 All user access activity is to be recorded in systems logs in a manner that enables auditing should it be required.
- 4.12 All access to systems and applications is to be with a designated account that is allocated to a specific, identifiable individual.
- 4.13 Anonymous or generic logon accounts are not to be used.
- 4.14 Default system administrator accounts (e.g. Admin, Administrator, Superuser and etc.) are not to be used.
- 4.15 Personnel who regularly require elevated privileges to perform tasks on systems will be allocated a specific, unique login to perform these functions. The purpose is to ensure that all use of elevated privileges can be attributed to a specific person.

Systems Security

- 4.16 The Contractor is to create security policies and procedures for implementing and maintaining systems to protect and maintain the integrity of all systems data in the ITIS environment.
- 4.17 The Contractor will implement systems to:
 - 4.17.1 Prevent unauthorised external access to ITIS Equipment - e.g. firewalls, 2 factor authentication.
 - 4.17.2 Prevent unauthorised programs, applications, executable code from entering the ITIS environment - e.g. anti-virus, internet filtering, download blocks and etc.
 - 4.17.3 Prevent unauthorised physical access to all areas where ITIS activities are undertaken and / or ITIS Equipment / systems are housed.

- 4.18 Where possible and appropriate the Contractor should implement alternate solutions at different layers in the security structure. For example, different anti-virus solutions implemented for servers and workstations.
- 4.19 The Contractor is required to implement these systems for protection across application servers, network appliances, e-mail gateways and workstations.
- 4.20 The Contractor is required to monitor, manage and update all systems to ensure that protection for the environments is not unduly compromised.
- 4.21 Security updates are to be managed in accordance with the "Change Management" requirements specified in Section 6.

5 Disaster Recovery Plan

- 5.1 The Contractor is required to create a Disaster Recovery Plan detailing all elements of how ITIS will be recovered in the event of a Disaster.
- 5.2 A test of the Disaster Recovery Plan will be actioned every 6 months.
- 5.3 The Disaster Recovery Plan will be updated every 6 months at the completion of the test.
- 5.4 The Disaster Recovery Plan will address as a minimum:
 - 5.4.1 The disaster recovery team structure and roles.
 - 5.4.2 Assign the role of disaster recovery coordinator to an individual.
 - 5.4.3 Articulate the facilities and infrastructure recovery process.
 - 5.4.4 Articulate the data and telecommunications recovery process.
 - 5.4.5 Articulate the software recovery process.
 - 5.4.6 Articulate the applications recovery process.
 - 5.4.7 Detail the communication plan for use in the event of a disaster.
- 5.5 The disaster recovery coordinator position will be filled by the Contractor.
- 5.6 The disaster recovery coordinator will be responsible for:
 - 5.6.1 Scheduling and facilitating half yearly reviews of the Disaster Recovery Plan.

- 5.6.2 Ensuring that the Disaster Recovery Plan is updated to reflect the outcomes of this review.
- 5.6.3 Ensuring that a log of the review is maintained detailing all checks and the outcomes are recorded.
- 5.6.4 Circulating the amended document to relevant stakeholders for approval.
- 5.6.5 Circulating the approved and amended Disaster Recovery Plan to all Agencies for approval.
- 5.6.6 Addressing any discrepancies and finalising amendments to the Disaster Recovery Plan.
- 5.6.7 Ensuring that a copy of the Disaster Recovery Plan is stored in an accessible location and all staff are aware of this location.
- 5.6.8 Ensuring that all members of the Disaster Recovery team are cognisant of current processes.
- 5.6.9 Ensuring that each member of the Disaster Recovery team is provided with a copy of the Disaster Recovery Plan to be kept at their respective residences.
- 5.6.10 If no amendments are made to the plan following a half yearly review, advising Agencies that a review has been conducted.
- 5.6.11 Executing the Disaster Recovery Plan in the event of a Disaster.
- 5.6.12 Communicating with the Principal in the event of a Disaster.

Disaster Recovery Requirements for Voice Services

- 5.7 The Contractor will be required to put in place facilities, processes, procedures and plans to continue the Voice Services in the event of a Disaster.
- 5.8 The “tolerable period” of outage for Voice Services is 4 hours. This means that the Voice Services must be available within 4 hours of a disaster event occurring.
- 5.9 ITIS requires that any disaster recovery facility be located at least 10 kilometres from the primary Voice Services operations site.
- 5.10 The “Return to Operations” requirement for Voice Services is 4 hours. This means that Voice Services need to be returned to operations within 4 hours of a disaster event occurring.

- 5.11 The “Restore Point for Operations” for Voice Services is 23 hours. This means that when Voice Services become available again following a disaster event, all systems and associated data is to be 23 hours old at the most from the time of the disaster event occurring.
- 5.12 The Contractor will be required to address all elements required to have Voice Services functional at the Disaster Recovery site including:
 - 5.12.1 Provision of facilities to host a second Voice Services delivery platform.
 - 5.12.2 Provision of the required telecommunications circuits for connection to the second Voice Services facility.
 - 5.12.3 Provision of personnel with the appropriate level of skill and training.
 - 5.12.4 Provision of all necessary equipment to facilitate a second Voice Services delivery platform including:
 - a) IVR
 - b) ACD
 - c) Network infrastructure
 - d) Server infrastructure
 - e) Call Centre Agent handsets
 - f) Call Centre Agent PCs, printers and other peripherals
 - g) TTY
 - h) Call management application
 - i) Trip Planner
 - j) CFS
 - 5.12.5 Procedural documentation.

Disaster Recovery Requirements for Internet Services

- 5.13 The Contractor will be required to put in place facilities, processes, procedures and plans to continue the Internet Services in the event of a Disaster.

- 5.14 The “tolerable period” of outage for the Internet Services is 53 minutes. This means that the Internet Services must be available within 53 minutes of a Disaster event occurring.
- 5.15 ITIS requires that any Disaster Recovery facility be located at least 10 kilometres from the primary Data Centre.
- 5.16 The “Return to Operations” requirement for the Internet Services is 53 minutes. This means that the Internet Services needs to be returned to operations within 53 minutes of a Disaster event occurring.
- 5.17 The “Restore Point for Operations” for the Internet Services is 23 hours. This means that when the Internet Services become available again following a disaster event, all systems and associated data is to be 23 hours old at the most from the time of the Disaster event occurring.
- 5.18 The Contractor will be required to address all elements required to have the Internet Services functional at the Disaster Recovery site including:
 - 5.18.1 Provision of facilities to host a second Internet Services platform.
 - 5.18.2 Provision of the required telecommunications circuits for connection to the second Internet Services platform facility.
 - 5.18.3 Provision of personnel with the appropriate level of skill and training.
 - 5.18.4 Provision of all necessary equipment to facilitate a second Internet Services delivery platform including:
 - a) Network infrastructure
 - b) Server infrastructure
 - c) Web server applications
 - d) Trip Planner
 - e) Trip Mapping Application
 - f) Web server applications
 - g) Website content
 - 5.18.5 Procedural documentation.

Future disaster recovery requirements (Service Enhancement only)

- 5.19 As each of the enhancements to the Component Services is implemented, the Disaster Recovery parameters will be reviewed. The enhancements may give rise to changes in the following parameters:
- 5.19.1 Tolerable period of outage
 - 5.19.2 Return to Operations
 - 5.19.3 Restore Point for Operations
- 5.20 If the Disaster Recovery parameters change due to a Service Enhancement, the Disaster Recovery Plan and associated systems are to be updated to meet the requirements of the changed Disaster Recovery parameters.

Appendix A: ITIS Equipment Register

Technical Specifications of Current Infrastructure Components

Equipment	Description	Qty	Model	Purchase Date
Servers and PCs				
Server # 1a PSADMIN01	Email Server, File Share/Server	1	HP DL360, Xeon 3.4GHz	Nov-2005
Server # 2a PSHASTUSDB01	Replacement Hastus/Hastinfo dBase Server	1	HP Proliant DL380, 2x PentiumIV Xeon, 3.4GHz	Dec-2004
Server # 3a PSHASTAPP01	ReplacementHastus/Hastinfo Application Server		HP Proliant DL380, 2x PentiumIV Xeon, 3.4GHz	Dec-2004
Server # 5 IVR 01	IVR server	2	Industrial Chassis Premier, Pentium III 700MHz	Nov-1999
Server # 6 IVR 02	IVR server		Industrial Chassis Black, PIV 2.8GHz	Nov-1999
Server # 7 IVR 03	IVR server		Industrial Chassis Black, PIII 400MHz	Mar-2004
Server # 8 IVR 04	IVR server		Industrial Chassis Black, PIV 2.8GHz	Aug-2004
Server # 9 PSCTCHD	CTC Server	1	IBM Netfinity 5000, Pentium III 550MHz	Nov-1999
Server # 10 TSDEV1	HASTINFO Test and Dev Server	1	IBM Netfinity 5000, Pentium III, 500MHz, 512KB level 2 Cache	Nov-1999
Server # 11 MRSERVER	ITIS Datafarm	1	IBM PC 300 GL, Pentium III 500MHz	Nov-1999
Server # 11a PSMODB	ITIS Datafarm	1	HP DL380, Xeon 3.4GHz	Nov-2005

Equipment	Description	Qty	Model	Purchase Date
Server # 12 PSINTRANET - TS Intranet Server	Intranet Server	1	Netfinity 3000, PentiumPII 400MHz	Nov-1999
Server #12a PSINTRNAET01	Intranet Server	1	Dell Poweredge R200, Xeon 3065	Feb-2008
Server # 13 PWTTYIVR	TTY IVR	1	IBM PC 300 GL, Pentium III 500MHz	Nov-1999
Server # 14 PSBACKUP	Controls Daily Backups	1	IBM PC 300 GL, Pentium III 500MHz	Nov-1999
Server # 15 PSTTDB	Trip planner Database	1	Dell Power Edge 1650, Pentium III 1.4GHz	Nov-1999
Server # 16a PSSQUID01	Web Proxy and Filter for ITIS Agents plus System Monitoring Server	1	HP DL140, Xeon 2.8GHz	Nov-2005
Server # 17 PSSYSMON	Web Proxy and Filter for ITIS Agents	1	Ipex Micro Office Desktop, PIII 933MHz	Nov-1999
Server # 19 Info01 -Web/IPTIS/Map server	Web database and query server	1	Dell Power edge 2650, Xeon 3.2 with HT	Jan-2004
Server # 20 Info2 - Trip Planning	Trip planning server - Serves pages for 131500.info	1	HP, Xeon 3.4 with HT	Sep-2004
Server # 21 CTC Server (2006)	CTC Server	1	HP DL360, Xeon 3.0GHz	May-2006
Server # 22 Opcom Development/Test server	Web database and query server (NO LONGER USED)	1	Compaq G1 DL 320, Pentium III 1GHz	Jul-2002
Server # 23 OpcomTest - IPTIS Test Data Centre	Web database and query test server	1	Custom PC, AMD Duron 1000MHz	Jul-2002
Server # 24 TAC005	131500.com.au Web Server	1	IBM E-series 440, 2 x Intel Xeon	Jul-2002

Equipment	Description	Qty	Model	Purchase Date
			1400MHz	
Server # 25 Opcom002	Iptis data factory	1	Supermicro , Intel PIV 2.4GHz	Jul-2002
Server # 26 Maps01	131500 Mapping Server	1	HP Proliant, DL380 3.4GHz, Win 2003	Aug-2005
Server # 27 ITIS_SERVER	Tway PID Data Server	1	Dell 1950, Xeon 3.0GHz, Win 2003	Nov-2006
Desktop PC's	Upgraded PC's	42	IPEX P4 3.2GHz , 256mb ram, 40gb HDD, 17" monitor,	Jul-2004
Agent PC's	IPEX .42 * PC400 La Crosse 512MB RAM Module	42	IPEX PC 400, IPEX PC 400	Jan-2007
Agent Monitors	Dell: 4:3 19" Flat Panel	42	Dell: 4:3 19" Flat Panel, Dell: 4:3 19" Flat Panel	Apr-2008
N/a	Spare Server for 131500 Contract	1	Dell 1950, Xeon E5345	Jun-2007
Other Network Devices				
Switches x 2	Network Line/Phone transfer	2	Cisco, 4000 series	Nov-1999
Bay Networks Router	Link to Railcorp	1		Sep-2003
Sonicwall	Firewall for connection to Satisfy	1		Sep-2003
Net Gear	16 port unmanaged switch	1		Sep-2004
Superprint TTY Teletypewriter terminals		2		Nov-1999
Printers etc				
Laser Printer	Various functions	1		Mar-2002

Equipment	Description	Qty	Model	Purchase Date
HP Printer	Various functions	1		Jan-2000
Photocopier / Printer	Self explanatory	1		Feb-2000
Fax	Self-explanatory	1		Nov-1999
Backup/DR				
Tape Drive	Storage Device for Daily Backups	1		Apr-2000
DLT Tapes	Storage Medium for Daily Backups	24		Apr-2000
Web Services Hardware				
STATS	Webstats Server	1	Dell 860, Xeon 3050	Jun-2007
WEBDRSERVER	Web DR Server	1	Del 1950, Xeon E5345	Jun-2007
Other Network Devices				
Equalizer	Load Balancing and fault tolerance for Web Services	1	Coyote,	Sep-2004
Sonicwall	Firewall for Web Services	1		Nov-1999
Linksys Switch	Switch to Network Web Servers	1		Sep-2004
Linksys ADSL modem	Used to link to internet to access Tcard card system	1	Linksys,	Aug-2004

Software

Application Name and Version	No. of Licenses	Functionality	Vendor	Location Used	Purchase Date
IptisNet & MapTV	2	Trip Planning and Mapping functionality for 131500 Website	Carmen	Website	2002
MapInfo / Street Works (131500 Website) v10.5	2	Provide street data for 131500 Website	Mapinfo	Website	Jan-06
Mapinfo / Streetworks (Hastus) v9.0	1	Provide Street data for Hastus (Call Centre)	Mapinfo	Call Centre	Aug-05
Oracle 9i	1	Database Software. Used on Master Oracle Database (MODB)	Oracle	Call Centre	Nov-05
Oracle 9i	1	Database Software. Used on HASTINFO Database.	Oracle	Call Centre	Dec-04
Hastus 2004		Trip Planning application for Call Centre	Giro	Call Centre	Aug-05
Microsoft SQL Server 2000	1	Database software for 131500 Website (late breaking news, etc)	Microsoft	Website	2002
Ontira IVR Software – Full	1	IVR Software for use in Call Centre (IVR01)	Ontira	Call Centre	1999
Ontira IVR Software – Full	1	IVR Software for use in Call Centre (IVR02)	Ontira	Call Centre	1999
Ontira IVR Software - 1 month/yr	1	IVR Software for use in Call Centre (IVR03)	Ontira	Call Centre	~2003
Ontira IVR Software - 1 month/yr	1	IVR Software for use in Call Centre (IVR04)	Ontira	Call	~2003

Application Name and Version	No. of Licenses	Functionality	Vendor	Location Used	Purchase Date
				Centre	
Windows 2003 Server	1	Operating System software for HASTINFO Database	Microsoft	Call Centre	Aug-04
Windows 2003 Server	1	Operating System software for HASTINFO Application Server	Microsoft	Call Centre	Aug-04
Windows 2003 Server	1	Operating System software for Master Oracle Database	Microsoft	Call Centre	Nov-05
Windows 2003 Server	1	Operating System software for Admin Server	Microsoft	Call Centre	Nov-05
Windows 2003 Server	1	Operating System used on 131500 Mapping Server	Microsoft	Website	Aug-05
Windows NT Workstation	4	Operating System Software for IVRs	Microsoft	Call Centre	1999
Windows 2000 Server Software	1	Operating System software for Next Service IVR	Microsoft	Call Centre	~2002
Windows 2000 Server Software	1	Operating System software for 131500 Website (.com.au)	Microsoft	Website	~2002
Windows 2000 Server Software	1	Operating System Software for 131500 Trip Planner Server (1)	Microsoft	Website	Nov-03
Windows 2000 Server Software	1	Operating System Software for 131500 Trip Planner Server (2)	Microsoft	Website	2004
Exchange Server 2003	1	Mail Server software for Call Centre (installed on PSADMIN01)	Microsoft	Call Centre	Nov-05
Windows NT 4 Server	1	Operating System used on CTC Server	Microsoft	Call	1999

Application Name and Version	No. of Licenses	Functionality	Vendor	Location Used	Purchase Date
				Centre	
Windows NT 4 Server	1	Operating System used on Intranet Server	Microsoft	Call Centre	1999
Oracle 8.0.5	1	Database for CTC Server	Oracle	Call Centre	1999
Zoom Search	1	Provide spider search functionality to the 131500.com.au website	Wrensoft	Website	Feb-06
Oracle 8i	1	Database for Next Service IVR	Oracle	Call Centre	~2002
Oracle 9i	1	Database for CTC Server	Oracle	Call Centre	May-06
Windows 2003 Server	1	Server Software	Microsoft	Call Centre	May-06
Windows 2003 Server	1	Server Software	Microsoft	Website	Nov-06
Windows 2003 Server	1	Server Software	Microsoft	Website	Jun-07
Windows 2003 Server	1	Server Software	Microsoft	Call Centre	Jun-07
Windows 2003 Server	1	Server Software	Microsoft	Website	Jun-07
Sawmill v7	1	Statistical Software	Sawmill	Website	Jun-07
Windows 2003 Server	1	Server Software	Microsoft	Call Centre	Feb-08

Appendix B: Current configuration of infrastructure

1 Servers and network infrastructure

1.1 Current ITIS platforms' infrastructure for delivery of Voice Services:

- a) Hastinfo application servers (Hastinfo is the trip planning engine used by the call centre)
- b) Call Type Capture server
- c) IVR Servers
- d) MODB Server
- e) Next Service Database (NSDB) Server
- f) E-mail server - Microsoft Exchange
- g) Call Centre Agent workstations
- h) ACD
- i) Intranet
- j) Various Admin, Test and development servers
- k) Call Centre Agent Handsets, TTY

1.2 Current ITIS platforms' infrastructure for delivery of Internet Services:

1.2.1 Systems located at the hosting facility:

- a) IPTISNet application servers (IPTISNet is the trip planning engine used by the website)
- b) Web servers
- c) Mapping servers for display of maps for trip plans

1.2.2 Systems located in the data centre at the call centre

- a) IPTISNet data management servers
- b) Streetworks map application

1.3 The following telecommunications circuits are in place to facilitate the call centre and web delivery functions:

1.3.1 Circuits from the call centre to:

- a) RailCorp for access to the Satisfy customer feedback system and the CityRail timetable database
- b) Internet

1.4 ITIS technology platforms' infrastructure is presented in Figure 1 below:

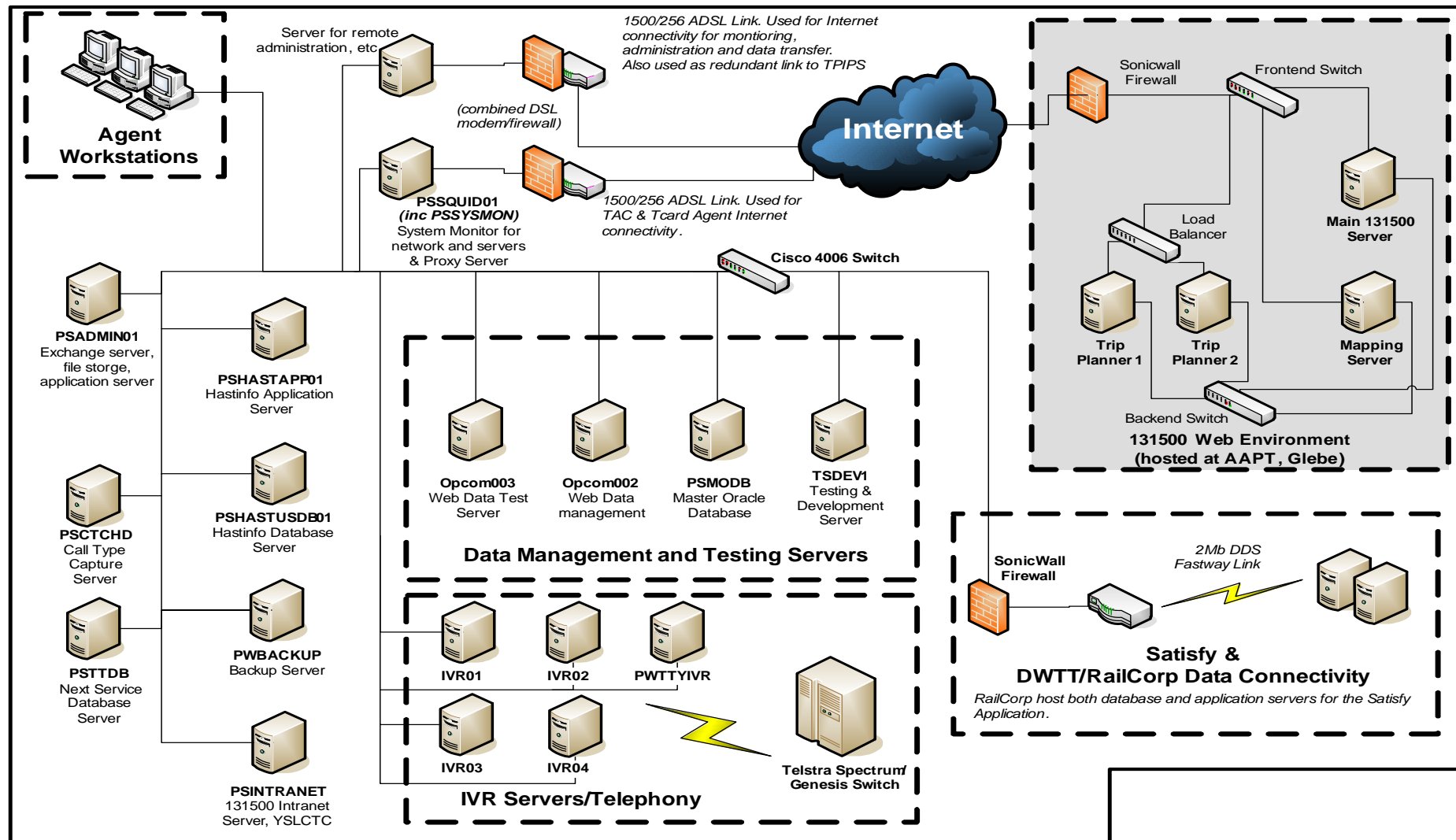


Figure 1: ITIS platforms infrastructure

Appendix C: Current configuration of Internet Services platform

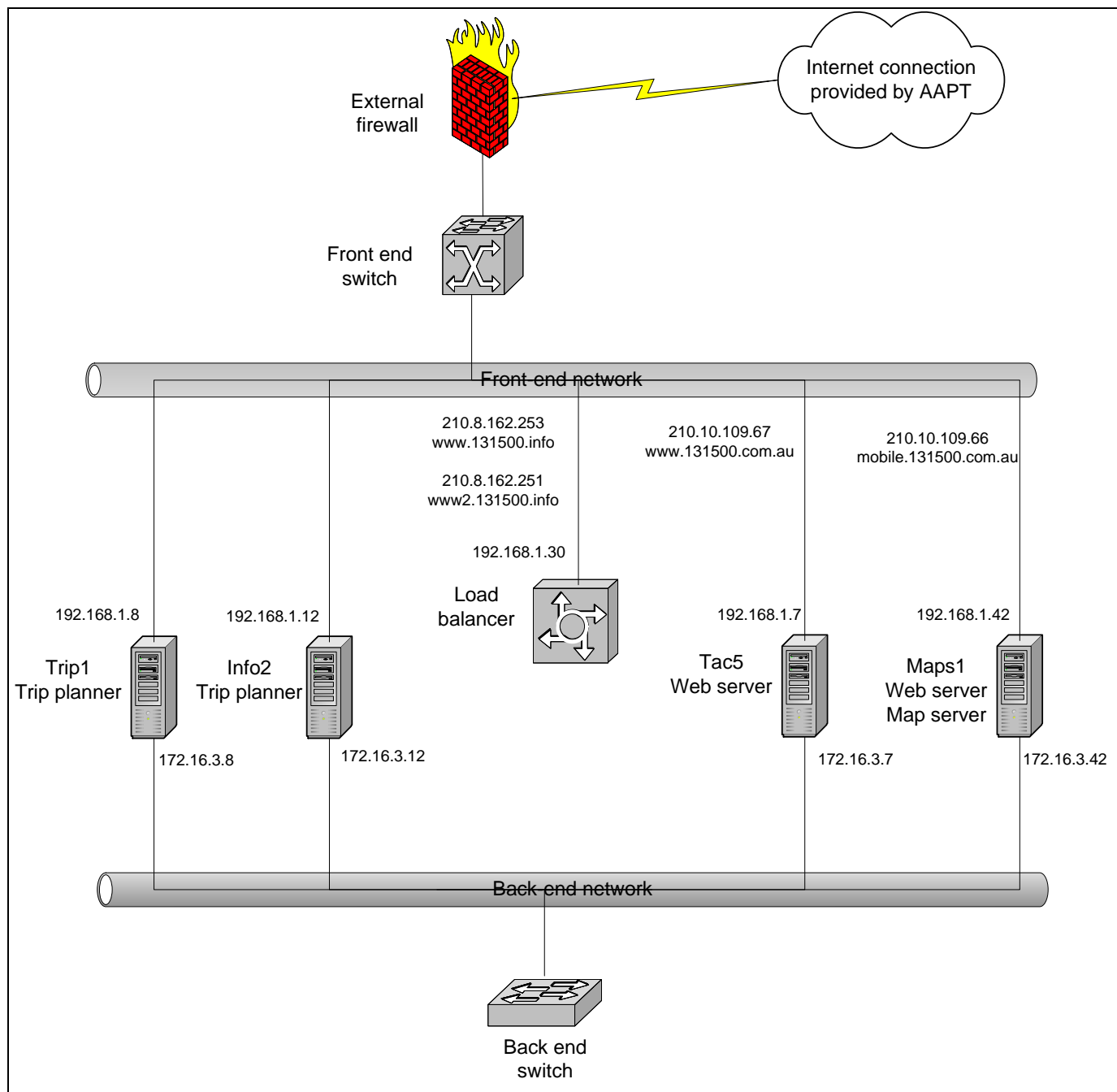
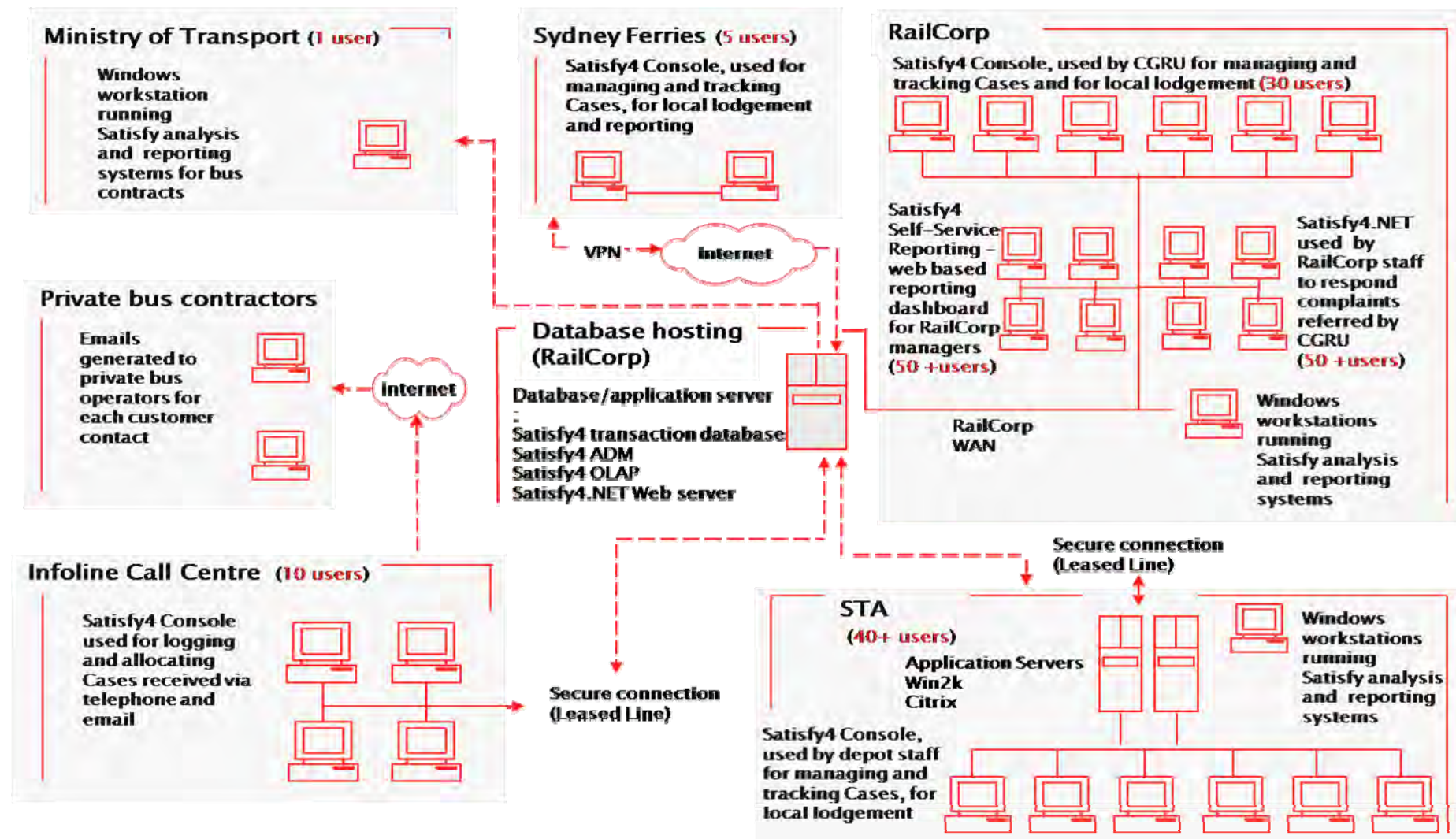


Figure 2: Current platform for delivery of Internet Services

Appendix D: Current Satisfy infrastructure



Appendix E: Current data management

1 Route and Timetable Data

1.1 A trip planning application is available to the general public through the website (www.131500.info) and the call centre (telephone number 131500). The trip planning application receives route and timetable data for all public transport modes available in the ITIS Coverage Area. The public transport modes and associated bodies are as follows:

1.1.1 Bus

- a) STA
- b) PBO
- c) Busways

1.1.2 Train

- a) RailCorp

1.1.3 Ferry

- a) Sydney Ferries
- b) STA - Newcastle ferries
- c) Private ferry operators

1.2 The route and timetable data is received from all participating agencies and stored in the MODB.

1.3 The MODB is used as the central repository for all data required to support the ITIS delivery including:

1.3.1 Trip planning for the call centre using HASTUS.

1.3.2 Trip planning for the website using IPTISNet.

1.3.3 Trip planning for the mobile website (mobile.131500.com.au).

1.3.4 Next Service data for the IVR.

1.3.5 Passenger Information Display details for the T-Way.

1.4 Route and timetable data is received from all of the associated bodies in the following formats:

- 1.4.1 STA bus data as a HASTUS export delivered via FTP
 - 1.4.2 Busways bus data as a HASTUS export delivered via FTP
 - 1.4.3 STA - Newcastle ferries as a HASTUS export delivered via FTP
 - 1.4.4 PBO bus data as CSV files delivered via e-mail
 - 1.4.5 Sydney Ferries data as CSV files delivered via e-mail
 - 1.4.6 Private ferry operator data as CSV files delivered via e-mail
 - 1.4.7 RailCorp train data as an extract from the RailCorp timetable database by a direct query
- 1.5 The data delivered to the Contractor includes geographic location information where it is available. The status of geographic information in the current datasets is as follows:
- 1.5.1 STA bus data
 - a) Coordinates for TSN included in the dataset
 - b) Coordinates for mapping of bus routes included in the dataset
 - 1.5.2 PBO bus data
 - a) Coordinates for waypoints on routes inserted as TSNs by IDS and included in the dataset
 - 1.5.3 Ferry data from STA (Newcastle ferries only)
 - a) Coordinates for TSNs included in the dataset
 - 1.5.4 IDS Ferry data - Sydney Ferries and private operators
 - a) Coordinates for TSNs included in the dataset
 - 1.5.5 RailCorp rail data
 - a) Coordinates for stations included in the dataset
 - 1.5.6 IDS sundry data
 - a) Coordinates for landmarks
 - b) Walking paths
 - c) Portals/interchanges
 - d) Guaranteed connections

- 1.6 All geographic location information provided is based on GDA94 and MGA56 mapping standards.

Appendix F: Current Data Update Processes

Overview

- 1.1 This schedule describes the methodology and connectivity requirements for updating the MODB in response to changes notified by the Principal and participating Agencies. The description includes specification of the data requirements, including their format.
- 1.2 The current methods for updating the database are:
 - 1.2.1 Import of data from files that conform to one of the 3 agreed IDAs.
 - a) PBO IDA
 - b) STA IDA
 - c) RailCorp IDA
 - 1.2.2 Data is loaded into the MODB using these IDA data formats from data supplied by the agencies to the Contractor.

Method for updating Hastus

- 1.3 All data received in Hastus file format is updated directly into the Hastus system used to support the Call Centre operations
- 1.4 All data received in non-Hastus file format is extracted from the MODB and loaded into the Hastus system used to support the Call Centre operations.

Method for updating IPTIS

- 1.5 The required data is extracted from the MODB and converted to IPTIS load format. The data is loaded into an IPTIS data factory, prepared and is then made live to the web site.

Outputs from the MODB

- 1.6 The data received and loaded into the MODB is extracted by different processes and loaded into multiple systems. The systems and associated uses of the data are:
 - 1.6.1 Call Centre Hastus system: All non-Hastus data loaded into the MODB is extracted as text files and then loaded into the Call Centre Hastus system as per 1.4.

- 1.6.2 IPTISNet web site system: All relevant data is extracted from the MODB as text files, processed through the IPTIS Data Preparation step and then loaded into the IPTISNet system for web site delivery as per 1.5
- 1.6.3 Mobile website: All relevant data is extracted from the MODB as text files and loaded into the trip planning component of the mobile.131500.com.au web site.
- 1.6.4 T-Way Passenger Information Display: All relevant data is extracted from the MODB as text files, transferred via ftp to the T-Way PID server and loaded into the T-Way PID database.
- 1.6.5 IVR: The Next Service data is extracted from the MODB and loaded into the IVR system.
- 1.6.6 TDC: The full contents of the MODB is extracted to text files, copied to a CD and delivered to the TDC.
- 1.7 The data flows into and out of the MODB and associated systems are presented in Figure 3: ITIS data flows below.

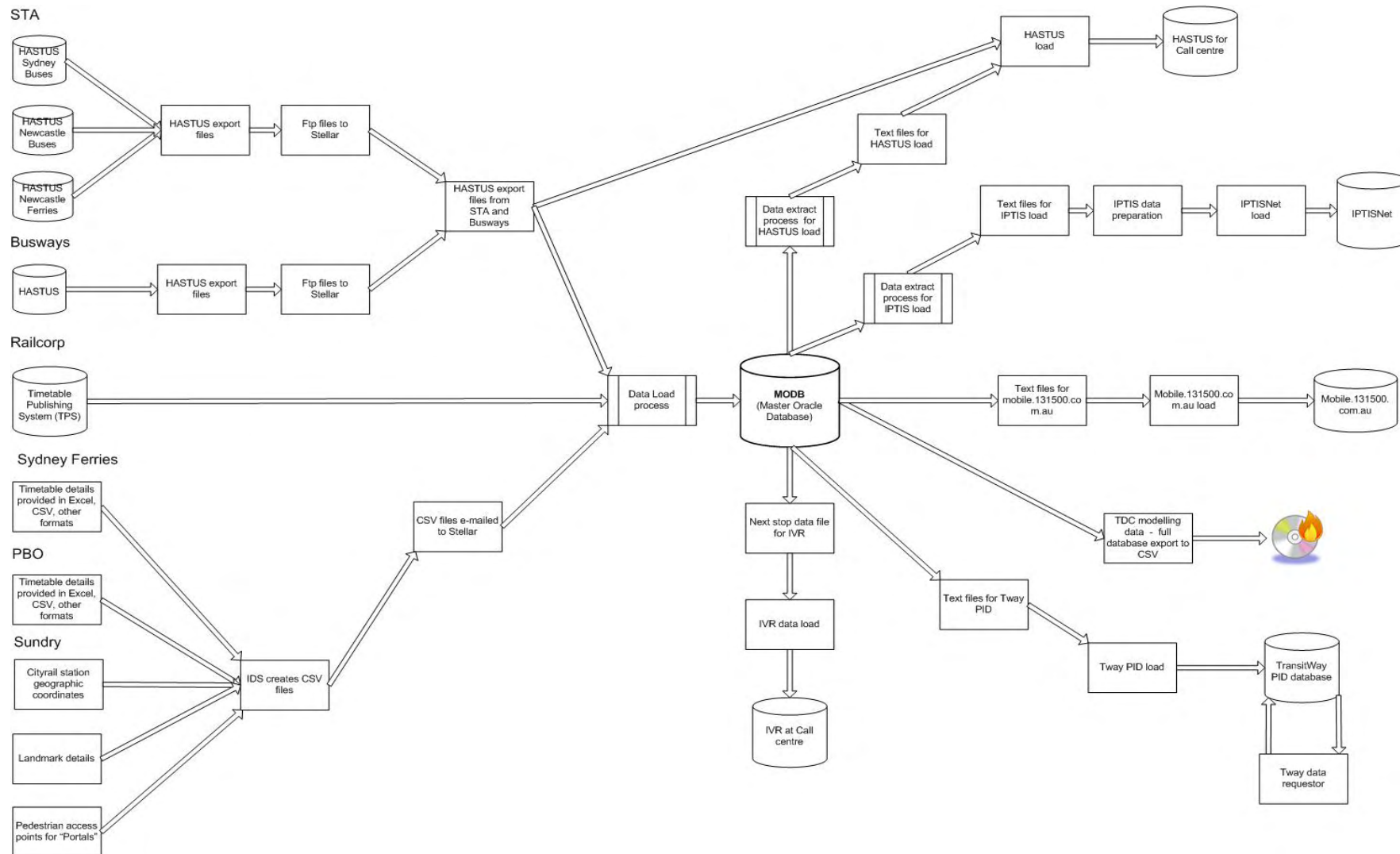


Figure 3: ITIS data flows

Section 9

Personnel and Subcontractors Requirements

All requirements in this Section apply to both Service Continuity and Service Enhancement.

1 Details of Subcontractors, Major Suppliers and Partners

- 1.1 The Contractor may utilise the services of its suppliers, partners or subcontractors in performing the Component Services. Details about these organisations and individuals must be provided in the Tender Response Form.
- 1.2 The Contractor is the sole contractor for the delivery of the ITIS. It uses the suppliers, partners or subcontractors in the delivery of the Services contained in the Contract at its own risk.
- 1.3 New suppliers or subcontractors may be introduced during the Term of Contract. If the Contractor wishes to introduce a new party, the prior written approval of the Principal is required.

2 Employment of Contractor's Personnel

- 2.1 The Contractor agrees and acknowledges that it will ensure that it has sufficient staff to implement and provide all the required Component Services as set out in this Contract, including the ability to meet variations in 131500 call numbers subject to sufficient notification of increases.
- 2.2 Without limiting its obligation under clause 2.1, the Contractor will do all of the following.
 - 2.2.1 The Contractor will staff the Call Centre sufficiently to meet all KPIs set out in Section 7 and as per the agreed forecast.
 - 2.2.2 This will include utilising the required number of managers, supervisors and phone operators.
 - 2.2.3 The Contractor may employ a combination of full time and part time permanent employees to meet the normal demands of the service, accommodating the peaks and troughs in call volume.
 - 2.2.4 To accommodate the need for short-term variation in staffing levels, the Contractor is responsible for determining the best

method of employing resources to meet these short term flexibility requirements. This should involve:

- a) Forecasting – Generates accurate forecasts of incoming call volumes and patterns and determines optimal staffing required for meeting service goals
- b) Scheduling – Creates detailed employees schedules based on Call Centre demand and Call Centre work rules in order to maximise service and minimise costs
- c) Tracking – Records exceptions to schedules and tracks Call Centre performance in order that adjustments can be made during the day to maintain efficient operations
- d) Measuring Productivity – Measures and analyses Agent activity and availability in Call Centres by providing performance benchmarks such as number of Calls handled and average talk and wrap time

3 Managerial Roles

3.1 The Contractor should specify key managerial personnel who will perform the following roles:

- 3.1.1 Account executive.
- 3.1.2 Contract manager.
- 3.1.3 Sub-contractor account representatives.
- 3.1.4 Call Centre manager.
- 3.1.5 Call Centre supervisors.
- 3.1.6 Web administrator.
- 3.1.7 Contractor services manager.

- 3.2 The details required by the Principal are as follows (please attach the following information about personnel to the Tender Response Form).

Name	
Role	
Current Position/Classification	
Qualifications and Relevant Experience	<ul style="list-style-type: none">• Previous management and leadership experience (preferably in a relevant service industry)• Major responsibilities such as<ul style="list-style-type: none">– Profit/Loss accountability,– Client / Account Management,– Personnel Management– Project Management• Call Centre or Website operational experience desirable• Tertiary education in a business discipline is desirable.
References	If available

4 Technical Roles

- 4.1 The Contractor should identify and provide information about the technical experience and capabilities of its professional workforce proposed to carry out:

- 4.1.1 Transition In (Section 10).
- 4.1.2 Regular data management and maintenance, user and application support work (Sections 6 and 8).
- 4.1.3 Performance analysis and reporting (Sections 1 and 7).
- 4.1.4 Service Enhancements identified in each of the Sections 1 to 5.

- 4.2 The presentation of such detail should be in the form of professional Resumes containing at least:

Name	
Role	
Current Position/Classification	
Qualifications and Relevant Experience	<ul style="list-style-type: none">• Previous duties and type of work performed• Familiarity with Products and Methods• Number of years/months in each role• Education, training and accreditations / certifications
References	If available

5 Organisational Charts

5.1 The Contractor should provide organisation charts for:

5.1.1 Corporate Company Structure.

5.1.2 Call Centre Operations.

5.1.3 Website Responsibilities.

5.2 The Contractor should identify the business units in its organisational chart (Clause 5.1) responsible for relevant Contract functions, including:

5.2.1 Client Liaison.

5.2.2 Subcontractor Management.

5.2.3 Management of Projects (Transition and Service Enhancements).

5.2.4 Accounting / Billing.

5.2.5 Data Maintenance.

5.2.6 Support Services.

5.2.7 Problem Management.

5.2.8 Quality Assurance.

Section 10

ITIS Transition Requirements

Transition In

1 Component Services Subject to Transition In

- 1.1 The Contractor will be required to Transition In to the new operational environment (as expressed in the Specification), identified elements of the current ITIS Component Services. The Component Services requirements are specified in Sections 1 through Section 9.

2 Contractor Responsibilities

- 2.1 The primary responsibility for the Contractor is the provision of all Component Services, functions and operations of ITIS whilst moving the delivery base from the current contractual arrangement to the new contractual arrangement.
- 2.2 The Transition In will be performed without interruption to or degradation of delivery of Component Services to the general public.
- 2.3 In executing the Transition In, the Contractor is required to set up a Service Management framework in accordance with Section 6.
- 2.4 All Transition In activities and deliverables must comply with requirements specified in Section 1.

Technical

- 2.5 All technical components needed to deliver the identified elements of the current Component Services including:
- 2.5.1 All systems required to deliver and manage the:
- a) Voice Services
 - b) Internet Services
 - c) Customer Feedback Services
 - d) Trip Planning Services

2.5.2 Technical components to include but not limited to:

- a) All hardware
- b) All software
- c) All telecommunication circuits
- d) All peripheral devices

Facilities

2.6 All facilities required to deliver the Component Services.

2.6.1 Office facilities.

2.6.2 Data centre facilities.

Personnel

2.7 Appropriate personnel to deliver Component Services in accordance with the KPIs set out in Section 7.

2.7.1 Sufficient quantities of personnel in each role.

2.7.2 Personnel appropriately trained to undertake the allocated roles.

2.8 The Contractor is to state their position in terms of reemployment of current call centre personnel.

Operations

2.9 Policies and procedures documented and in place for providing and supporting the Voice Services functions as required by ITIS.

2.10 Policies and procedures documented and in place for providing and supporting the Internet Services functions as required by ITIS.

2.11 Policies and procedures documented and in place for performing data updates across all systems.

2.12 Structures and process in place for creation and delivery of the required reports to MoT.

2.13 Structures and process in place for the ongoing service delivery to the Principal by the Contractor.

Project Management

- 2.14 Project management methodology and governance in accordance with the Structured Project Methodology defined in Section 6 including:

- 2.14.1 Plan all aspects of delivery.
- 2.14.2 Manage all aspects of delivery.
- 2.14.3 Manage delivery to timeline.
- 2.14.4 Responsible for delivery outcomes.

3 Transition Provisions of the Current Contract

- 3.1 A “Disengagement Plan” is in place under the current contract with Stellar Call Centres. As part of this “Disengagement Plan”, the following Component Services will be available to the Contractor through the Principal. The Contractor to indicate if further information or specific details will be required.

- 3.1.1 IVR configuration.
- 3.1.2 Call Centre Agent training manual.
- 3.1.3 Software as presented in Appendix A of Section 8.
- 3.1.4 Hardware as presented in Appendix A of Section 8.
- 3.1.5 Current systems configurations.
- 3.1.6 Current policies and procedures used to deliver Voice Services
- 3.1.7 Current policies and procedures used to deliver the Internet Services.

4 Principal Supplied Items

- 4.1 Hardware and software items that are available to the Contractor for the ongoing delivery of ITIS are presented in Appendix A of Section 8. These items are presently in use delivering the Voice Services and Internet Services functions for the current ITIS. The Contractor is required to indicate in table form for each and every one of these Principal supplied items:

- 4.1.1 If item specified will be required by the Contractor to deliver ITIS in the new contractual environment.

- 4.1.2 If the tem specified will not be required by the Contractor to deliver ITIS in the new contractual environment, the Contractor is to specify:
- a) If the item is to be replaced by one or more new Principal supplied items that will be specified and included in the pricing schedule; or
 - b) The item is to be replaced with an item supplied by the Contractor; or
 - c) The item is no longer required and will be decommissioned
- 4.1.3 The Contractor needs to cater for the expected role of all Principal supplied items in the execution of Transition In activities. Any activities involving the Principal supplied items needs to ensure Service Continuity of Component Services without interruption or service degradation.

- 4.2 In responding to clause 4.1 above, the Contractor is required to take into account the Principal's preferences for asset ownership, as defined in Section 8.

5 Project Management

- 5.1 The Contractor is required to provide a plan that complies with "Project Management" requirements specified in Section 6, for the Transition In of all Component Services outlined in this Section.
- 5.2 The "Project Management" plan must recognise the need for Service Continuity up to and beyond the actual point of transition from the old contract to the new contract.
- 5.3 Responses will be assessed on the basis of the presented ability to manage the risk of service interruption or service degradation during the Transition In phase.
- 5.4 Project management for the execution of Transition In is to include a detailed plan to:
- 5.4.1 Implement / build and deliver all required systems.
 - 5.4.2 Develop and deliver all facilities.
 - 5.4.3 Recruit and train staff.
 - 5.4.4 Cutover from the current ITIS delivery platform to the proposed platform.

5.4.5 The detailed plan will include:

- a) Key dependencies
- b) Delivery milestones
- c) Resource allocations to tasks
- d) Deliverables

5.5 The execution of the Transition In activities will be tracked against the plan prepared in accordance with 5.4.

6 Transition In Planning

The Contractor will plan and design all aspects of the required environment that is to be implemented / created to deliver ITIS as defined in the Specification. The Contractor will plan the Transition In of ITIS delivery from the current environment to the proposed environment.

The planning will include:

Technical

6.1 Design of all technical areas / components that will be required including:

6.1.1 Telecommunications circuits and associated network infrastructure for receiving 131500 calls:

- a) Circuit type
- b) Circuit size
- c) Circuit termination equipment

6.1.2 Local Area Network (LAN) for Call Centre operations.

6.1.3 End to end connectivity for all communication mechanisms:

- a) Voice
- b) Data

6.1.4 Data centre requirements to support all platforms:

- a) Equipment racks
- b) Power distribution
- c) Local Area Network (LAN) for data centre operations

- 6.1.5 Network security:
 - a) Perimeter security
 - b) Anti-virus
 - c) Intrusion detection / Intrusion prevention
- 6.1.6 Server hardware requirements to support all platforms.
- 6.1.7 Server operating system requirements to support all platforms.
- 6.1.8 Design of voice systems for receiving and routing of incoming 131500 calls:
 - a) PABX
 - b) IVR
 - c) ACD
- 6.1.9 Design of all application systems needed to achieve the requirements of ITIS. This will include:
 - a) Call tracking
 - b) Trip planning
 - c) Mapping
 - d) Call capturing
 - e) Feedback capturing
 - f) Performance reporting

Facilities

- 6.2 Design of the facilities required to house the ITIS operations:
 - 6.2.1 Office facilities for call centre operations.
 - 6.2.2 All data centre facilities for all operations.
 - 6.2.3 Disaster recovery facilities.

Personnel

- 6.3 Plans to ensure appropriate quantities of appropriately skilled personnel required to support and deliver the ITIS functions in accordance with the KPIs set out in Section 7.
 - 6.3.1 Plans of the roles required, the skills required in each role and the number of personnel in each role.
 - 6.3.2 Plans showing how people will be recruited into these roles within the required timeframe.
 - 6.3.3 Plans showing the training that will be required for personnel to undertake the allocated roles.

Operations

- 6.4 Identification of the policies and procedures that will be required for:
 - 6.4.1 Timetable data updates.
 - 6.4.2 Change processes.
 - 6.4.3 Maintenance tasks.
 - 6.4.4 Outage management.
 - 6.4.5 Delivery of Voice Services functions including:
 - a) Call handling
 - b) Feedback handling
 - c) IVR updates
 - d) Call Avalanche
 - e) Transport incident response
 - 6.4.6 Delivery of Internet Services functions including:
 - a) Content updates
- 6.5 Identification of the reporting requirements including:
 - 6.5.1 Monthly performance reports.
 - 6.5.2 Billing reports.
 - 6.5.3 Ad-hoc reports.

7 Transition In Execution

The Contractor will deliver all aspects of the environment as required to ensure Service Continuity of ITIS as specified in the Specification. The Transition In will be executed without outage or downtime of ITIS to the general public.

This will include the delivery of:

Technical

- 7.1 All technical areas / components that will be required:
 - 7.1.1 Telecommunications circuits and associated network infrastructure for receiving 131500 calls.
 - 7.1.2 Local Area Network (LAN) for Call Centre operations.
 - 7.1.3 End to end connectivity for all communication mechanisms:
 - a) Voice
 - b) Data
 - 7.1.4 Data centre requirements to support all platforms:
 - a) Equipment racks
 - b) Power distribution
 - c) Local Area Network (LAN) for data centre operations
 - 7.1.5 Network security appliances / systems:
 - a) Perimeter security
 - b) Anti-virus
 - c) Intrusion detection / Intrusion prevention
 - 7.1.6 Server hardware requirements to support all platforms.
 - 7.1.7 Server operating system requirements to support all platforms.
 - 7.1.8 Voice systems for receiving and routing of incoming 131500 calls:
 - a) PABX
 - b) IVR

c) ACD

7.1.9 All application systems needed to achieve the requirements of ITIS. This will include systems for:

- a) Call tracking.
- b) Trip planning.
- c) Mapping.
- d) Call capturing.
- e) Feedback capturing.
- f) Performance reporting.

Facilities

7.2 Build-out of all required facilities:

- 7.2.1 Office facilities for call centre operations.
- 7.2.2 All data centre facilities for all operations.
- 7.2.3 Disaster recovery facilities.

Personnel

7.3 Engagement of appropriate personnel to deliver the required ITIS functions in accordance with the KPIs set out in Section 7.

- 7.3.1 The required quantity of personnel with the required skills assigned to the identified roles.
- 7.3.2 The required personnel engaged to commence delivery of the required ITIS functions from the Transition In date.
- 7.3.3 Training materials and courseware for incoming personnel.
- 7.3.4 Training of personnel completed.

Operations

7.4 Identification of the policies and procedures that will be required for:

- 7.4.1 Timetable data updates.
- 7.4.2 Change processes.

- 7.4.3 Maintenance tasks.
- 7.4.4 Outage management.
- 7.4.5 Delivery of Voice Services functions including:
 - a) Call handling
 - b) Feedback handling
 - c) IVR updates
 - d) Call Avalanche
 - e) Transport incident response
- 7.4.6 Delivery of Internet Services functions including:
 - a) Content updates
- 7.5 Reporting requirements including:
 - 7.5.1 Monthly performance reports.
 - 7.5.2 Billing reports.
 - 7.5.3 Ad-hoc reports.

Transition Out

In the event of major changes to the Contract scope or finalisation of the Contract as a whole, the Contractor will be required to undertake the activities presented in this Section to enable the Transition Out of ITIS. The activities presented in this Section will be required for any service that is subject to the contract termination or change of scope at the time Transition Out is undertaken.

8 Objective

- 8.1 The objective of this sub-section is to define the scope of the disengagement plan that is required in the event that the Contractor is no longer engaged to provide the Component Services. A crucial objective of this plan is to ensure that the transition not only takes care of the termination of services under the existing contract, but also facilitates the handover to a new environment and contract. This transition must be seamless for ITIS Customers.

9 Scope

- 9.1 The scope of this document is to construct the framework for moving the finalised, contracted services from the Contractor to a new environment without impacting on the service level achievements of the delivery of the services. This framework will include:
- 9.1.1 Defining roles for the parties involved.
 - 9.1.2 Planning and putting in place processes and parameters for relocating key elements of delivery functions for the ITIS Component Services.
 - 9.1.3 Creating a structured approach for achieving the required outcomes.
 - 9.1.4 Maintaining current service delivery by the Contractor up to the designated completion date.

10 Services

- 10.1 Unless the entire Contract is terminated, the subset of Contract services to be terminated will be listed individually in a disengagement notice.
- 10.2 If the entire Contract is terminated, all services in place at the time of the disengagement notice will be transitioned.

- 10.3 The Contractor will continue to deliver all services covered by the Contract up until the completion date of the Contract or as specified in the disengagement notice.

11 Execution

- 11.1 The Contractor will work with the Principal to ensure a seamless transfer of the services to the next service environment.
- 11.2 On receipt of a disengagement notice lodged in accordance with the Contract for the provision of services, the Contractor's management team who have overall responsibility for the account will meet as soon as practicable, to commence the Transition Out activities.
- 11.3 The Transition Out team will be led by the Principal's nominated project manager.
- 11.4 The Principal's nominated project manager will provide the framework and governance methodology that will be applied to the activities of the Transition Out team. The framework and governance methodology will include:
- 11.4.1 A team structure to undertake the delivery of activities associated with the Transition Out project.
 - 11.4.2 The project team structure will identify:
 - a) Key roles
 - b) Summary of responsibilities for the key roles
 - c) Personnel assigned to the key roles
 - 11.4.3 A matrix defining ownership of key project activities.
 - 11.4.4 A communication plan for all interactions.
 - 11.4.5 A detailed project plan presenting:
 - a) Key dependencies
 - b) Delivery milestones
 - c) Resource allocations to tasks
 - d) Deliverables
- 11.5 The Contractor will have input into the project timeline for execution of the Transition Out.

- 11.6 Once completed, the project plan - including timeline, resource allocations, dependencies and deliverables - will be agreed and accepted by the Principal and the Contractor.
- 11.7 The Contractor will then deliver the Transition Out activities in accordance with the agreed project plan under the direction of the Principal's nominated project manager.

12 Roles

- 12.1 The Transition Out team should be made up of representatives from the Principal and the Contractor.
- 12.2 Representatives from the Principal and their responsibilities are:
 - 12.2.1 Project manager for the Transition Out team:
 - a) Planning and coordination of the Transition Out activities
 - 12.2.2 ITIS Contracts Manager:
 - a) Stakeholder management
 - b) Manage Principal's requirement for continuation of existing services delivery
 - c) Ensure the terms and conditions of Contract are met by both Principal and Contractor.
 - 12.2.3 Stakeholder representatives:
 - a) Review and confirmation of transition plans
 - b) Providing advice to the project team as required
- 12.3 Representatives from the Contractor and their responsibilities are:
 - 12.3.1 Contractor Transition Out team leader:
 - a) Detail planning of activities required for the Transition Out to be performed
 - b) Coordinate the overall execution of the Transition Out activities to be undertaken by the Contractor
 - 12.3.2 IT Manager:
 - a) Deliver all IT related requirements of the Transition Out activities

- b) Manage the delivery of software, servers, systems databases, files and relevant documentation to the Principal
- c) Decommissioning of the IT equipment as required.
- d) Deletion of all Principal-owned and/or ITIS-related data from all systems being retained by the Contractor
- e) Coordinate technical activities required in the Contractor's environment to move the services to the new environment. This may include:
 - (i) Redirection of inbound telephone numbers
 - (ii) Redirection of external connectivity
 - (iii) Data uploads and transfers

12.3.3 Call centre manager:

- a) Deliver all call centre-related requirements of the Transition Out activities
- b) Manage the delivery to the Principal of training material, call centre processes, and call centre procedures specific to the services included in the Transition Out process
- c) Collect and provide all data relating to work in progress activities for the services included in the Transition Out process to the Principal

12.3.4 Contract manager:

- a) Ensure the terms and conditions of the Contract are met by both Principal and Contractor

12.3.5 Operations manager:

- a) Manage the Principal's requirement for continuation of existing services delivery

13 Equipment

- 13.1 An inventory will be taken of all equipment that is being used by the Contractor to deliver the services. The equipment register for the Contract will be updated based on this inventory.
- 13.2 The equipment register will represent the status of all equipment as at the date of the receipt by the Contractor of the disengagement notice.
- 13.3 The details recorded in the equipment register need to be sufficient to determine if the equipment is able to be re-used in the new environment:
 - 13.3.1 The details for servers shall include:
 - a) the number and speed of CPUs
 - b) the amount of memory (RAM)
 - c) the number, size and configuration of hard disks
 - d) the operating system installed including version and revision level
 - 13.3.2 The details for software shall include:
 - a) Version number
 - b) Licence type
 - c) Quantity of licences held
 - d) Licence expiration date
- 13.4 All equipment will be listed with the role / function that it performs and the ownership details. Equipment will be classified as either:
 - a) Principal Funded Equipment being equipment that has been paid for and is owned by the Principal
 - b) Contractor Funded Equipment being equipment procured solely for the purpose of delivering the services under the Contract and paid for and is owned by the Contractor
- 13.5 On expiration or other termination of the Contract, the Contractor must, at the request of the Principal, transfer all or part of the Principal Funded Equipment as specified by the Principal to the new services provider and transfer the remainder of the Principal Funded Equipment to the Principal.

- 13.6 If the Contractor, acting reasonably, cannot transfer an item of the Principal Funded Equipment as requested by the Principal, the Contractor must promptly notify the Principal and pay the Principal the depreciated value of the item calculated as at the date of expiry or other termination of the Contract using an Australian Tax Office approved depreciation method.
- 13.7 If the Contractor wishes to retain all or part of the Principal Funded Equipment, the Contractor may request the approval of the Principal to do so. If the Principal agrees, then the Contractor will promptly pay the Principal the depreciated value of the retained the Principal Funded Equipment, calculated as at the date of expiry or other termination of the Contract using an Australian Tax Office approved depreciation method.
- 13.8 The Contractor will transfer all equipment at no charge to the Principal as part of the disengagement services, except for items specified as Contractor Funded Equipment. For Contractor Funded Equipment, the Principal shall pay the Contractor the depreciated value of the item as at the date of transfer using an Australian Tax Office approved depreciation method.
- 13.9 The Contractor shall transfer all equipment free from all encumbrances so that title passes to the Principal (or to such other persons as the Principal directs) as at the date of transfer. If the Contractor does not own or have unencumbered title to an item, the Contractor must procure the transfer of that item to the Principal (or the other person) if required by the Principal or pay the Principal the depreciated value of the item as at the date of the transfer using an Australian Tax Office approved depreciation method.

14 Intellectual Property

- 14.1 Intellectual property generated under the Contract will be provided to the Principal.
- 14.2 Relevant processes, procedures and protocols put in place to deliver the contracted services will be documented and provided to the Principal.
- 14.3 Relevant documents will be updated to reflect the actual state of the environment, systems and services as at the date of the receipt of the disengagement notice. Depending upon the service affected by the Transition this may include but is not limited to:
- 14.3.1 Asset registers.
 - 14.3.2 Systems documentation:

- a) IVR systems
- b) ACD
- c) Network infrastructure
- d) Servers
- e) Software
 - (iv) Business applications
 - (v) Systems
 - (vi) Utilities
- f) Desktop platform
- g) Systems management

14.3.3 Procedures documentation:

- a) Call handling
- b) Call monitoring
- c) Call resolution
- d) Customer feedback
- e) Escalation
- f) Workforce forecasting
- g) Data uploads / updating
- h) Service delivery management
- i) Reporting

14.3.4 Training documentation:

- a) Call centre agents

14.4 Data

- 14.4.1 All data relating to the delivery of ITIS in all systems subject to transition is to be provided to the Principal.
- 14.4.2 All systems being retained by the Contractor must have any and all data relating to the delivery of ITIS permanently removed.

- 14.4.3 All data will be provided to the Principal in a format to be prescribed by the Principal.
- 14.4.4 All data will be provided to the Principal on portable media to be supplied by the Principal.

Section 1

Common Service Requirements

It is recommended that the readers of this Specification should familiarise themselves with terms used throughout all sections of Part F. These terms are available in Appendix F:Glossary.

1 Overview

- 1.1 Part F describes ITIS requirements both for **Service Continuity** and **Service Enhancements**. The Contractor is required to provide a comprehensive solution that addresses the requirements both for Service Continuity and Service Enhancements.
- 1.2 This Section covers the commonly required general features applicable to all Component Services specified in Sections from 2 to 10. The Contractor is required to provide detailed compliance statements related to the requirements in this Section and those in:
 - 1.2.1 Trip Planning Services – Section 2
 - 1.2.2 Customer Feedback Services – Section 3
 - 1.2.3 Voice Services – Section 4
 - 1.2.4 Internet Services – Section 5
 - 1.2.5 Service Management – Section 6
 - 1.2.6 Performance Management and Billing – Section 7
 - 1.2.7 Technology – Section 8
 - 1.2.8 Personnel and Subcontractors – Section 9
 - 1.2.9 Transitions – Section 10
- 1.3 Appendix B provides information about the transaction volumes of the most common types of services / transaction. The Contractor should base its response on the transaction volumes provided. More details may be available if the Contractor requires them for responding to other clauses of this RFT.
- 1.4 Service Continuity and Service Enhancements requirements have been clearly marked as such in each Section of Part F.

- 1.5 The Contractor may offer different solutions for Service Continuity and Service Enhancements. The Response Forms in Part C have been designed to require the Contractor to respond separately for the solution they offer to support Service Continuity and Service Enhancements requirements.
- 1.6 If the Contractor's solution and responses are identical for Service Continuity and Service Enhancements, then their responses may be copied from one response form to the other.
- 1.7 For the purposes of ensuring Service Continuity, the Contractor may choose to continue to use the existing hardware and/or software licenses owned by the Principal, or to substitute products that meet the requirements specifications included herein.
- 1.8 If the Contractor requires that new products be implemented in order to support Service Continuity, then the Contractor should:
 - 1.8.1 Specify all the assumptions, costs and timeframe implications of this approach, including measures to ensure the ongoing provision of all required support services
 - 1.8.2 Clearly identify all risks and risk mitigation strategies (and associated costs) required to ensure the continuity of ITIS using this approach

Service Continuity

2 General Requirements

- 2.1 Each of the Component Services must meet or exceed all the Common Service Requirements set out in this Section and the specific requirements set out in the relevant Section for that service.
- 2.2 The Contractor is required to meet specified requirements for the efficient provision of information about public transport services. ITIS must be capable of:
 - 2.2.1 Providing an integrated, cost-effective service using a combination of Voice and Internet information services.
 - 2.2.2 Electronically recording key attributes of each Customer query (e.g. Mode of transport service, Agency, time etc.), so that transaction volumes and traffic profiles can be apportioned to modes of transport services and Agencies.
 - 2.2.3 Providing accurate, reliable and timely transaction statistics, performance reports and auditable accounting information for

multiple ITIS participants on an individual and on aggregate basis, including multi-modal travel. This information must be available in a mutually agreed standard electronic format to permit analysis of that information. The Principal may request revised statistics from the Contractor at any time and Contractor will promptly comply.

- 2.2.4 Receiving and providing information on related services provided by other State Government agencies and private companies, such as traffic conditions, road closure information, parking facilities, privately operated event information and booking services.
- 2.2.5 Incorporating a geographical mapping system for the purpose of identifying locations and travel paths accurately on screen and in prints of maps.
- 2.2.6 Providing enhanced and more cost-effective services through the continuous improvement of the ITIS processes and proposal/implementation, as agreed by the Principal, of new technologies and services (see Part F Section 6 Clause 11).

2.3 Transport modes:

- 2.3.1 ITIS must be capable of providing information about all modes of public transport for which data is provided. These transport modes include but not limited to:
 - a) CityRail trains and all alternative transport arrangements (NightRide, Railway Bus etc.)
 - b) State Transit Authority services including Sydney Buses, Newcastle Buses and Newcastle Ferries)
 - c) Sydney Ferries
 - d) Private buses and ferries
 - e) Taxi services
 - f) Sydney Monorail services
 - g) Sydney Light Rail services
- 2.3.2 ITIS must also be capable, if required by the Principal, of including new service participants and transport modes.

- 2.4 ITIS transaction types are summarised in Appendix C: and described in more detail in Sections 2, 3, 4, and 5. The Contractor is required to describe their approach to the delivery of the summary transaction types

in Appendix C:, as well as to the detailed requirements in sections 2, 3, 4 and 5.

- 2.5 ITIS should be capable of providing service information for all geographic areas for which data is provided. The current ITIS Coverage Area extends to:
- a) Sydney
 - b) Lithgow/Bathurst
 - c) Central Coast
 - d) Newcastle
 - e) Dungog
 - f) Scone
 - g) Bomaderry (Nowra)
 - h) Goulburn
- 2.6 The current ITIS Coverage Area is shown on the map in Appendix A:.
- 2.7 It is envisaged that the geographic coverage of ITIS will extend to other areas of the State during the life of the Contract, subject to the availability of suitable data.
- 2.8 Component Services should comply with KPIs set out in Section 7.
- 2.8.1 The IVR and Internet Services must be available at all times.
 - 2.8.2 The Call Centre Response Services must be capable of being available during the hours specified in Section 4 or as otherwise agreed in writing between the Parties.
- 2.9 The Contractor is required to:
- 2.9.1 Recruit and train sufficient Call Centre Agents and other personnel to meet commencement, ongoing and special requirements, including potential significant fluctuations in call numbers. The Contractor is required to implement recruiting and training plans to ensure there are adequate resources to handle the expected call volume and performance as specified in the KPI list in Section 7.
 - 2.9.2 Implement software upgrades, modifications, enhancements and corrections in response to changes to the Principal's and

participating Agencies' requirements as per "Variations and Changes" described in Section 6.

- 2.9.3 Provide reliable services and consistently meet the KPIs.
- 2.9.4 Provide independently auditable high standard of Customer service.
- 2.9.5 Provide auditable reporting, accounting and billing systems capable of meeting the requirements of the Principal and the Agencies.
- 2.9.6 Assess, advise the Principal on, and implement new technologies in accordance with Sections 6 and 8 as well as Module 11 of the Contract.
- 2.9.7 Provide reliable, effective and flexible backup and Disaster Recovery services in accordance with the Section 6 and 8.
- 2.9.8 Maintain relevant ISO accreditation (The Contractor is required to declare which accreditation they currently hold).

2.10 The Contractor is required to provide detailed information on how Emergency Response Plan requirements would be met, where an emergency may or may not become a Disaster in the sense of this specification. Therefore any emergency must be dealt with in its own right and the planning must address:

- 2.10.1 Actual major traffic incidents or transit network disturbances should be responded by
 - a) Identifying the fact of an emergency and drawing attention and focus to the likely consequences and getting as much information as possible from the transport agencies effected and about their intended reactions
 - b) Providing the most appropriate information in the most effective way by updating Call Centre Agents, IVR, Web, SMS to subscribers as appropriate
 - c) Preparing for increased demand on the Contractor's resources
 - d) Updating the available information frequently
- 2.10.2 An extreme increase in call volume (see about Call Avalanche in Section 4) or other demand on Contractor's resources must be dealt with in a flexible way involving additional staffing, diversion of calls or IVR or network re-configuration as appropriate

- 2.10.3 A sudden shortfall of connectivity or availability of Contractor's resources due to events inside or outside of the Contractor's control must be responded in a planned and most flexible way which may involve Disaster provisions.

3 Security and Confidentiality of Information

- 3.1 In the course of providing the required services, the Contractor will be required to handle confidential information of:
 - 3.1.1 The Principal and Agencies
 - 3.1.2 Other stakeholder organisations
 - 3.1.3 Other transport organisations
 - 3.1.4 Commercial organisations
 - 3.1.5 Members of the public
- 3.2 All systems and services provided under this Tender must adhere to Department of Commerce Office of Information and Communication guidelines in their current issue unless specified otherwise, in particular with the following:
 - 3.2.1 Guide to Labelling Sensitive Information
 - 3.2.2 Information Security Guidelines
 - 3.2.3 Australian Communications-Electronic Security Instruction (ACSI 33) - Security guidelines for Australian Government IT Systems
 - 3.2.4 AS/AZS ISO/IEC 27001:2006 Information technology -- Security techniques -- Information security management systems
 - 3.2.5 AS/AZS ISO/IEC 27002:2007 Information technology - Security techniques - Code of practice for information security management
- 3.3 For the purposes of the Contract "in-confidence" information is defined as any information that, if made available for purposes other than those for which it is provided, could:
 - 3.3.1 Cause substantial distress to individuals or private entities.

- 3.3.2 Cause (directly or indirectly) financial loss or loss of earning potential to, or facilitate improper gain or advantage for, individuals or private entities.
 - 3.3.3 Prejudice an investigation.
 - 3.3.4 Facilitate the commission of crime.
 - 3.3.5 Breach proper undertakings to maintain the confidence of information provided by third parties.
 - 3.3.6 Impede the effective development or operation of Government policies.
 - 3.3.7 Breach statutory restrictions on disclosure of information.
 - 3.3.8 Disadvantage the Government in commercial or policy negotiations with others.
 - 3.3.9 Undermine the proper management of the public sector and its operations.
- 3.4 Personal data means any information that can be used to identify a person and his/her relatives, which include but not limited to the following:
 - 3.4.1 First or Last Name.
 - 3.4.2 Date of Birth.
 - 3.4.3 Address (any address used by the individual).
 - 3.4.4 Contact details (any contact details).
 - 3.4.5 Any other information field containing any of the above.
- 3.5 In-confidence information must be protected against but not limited to the following:
 - 3.5.1 Theft, failure or disposal of physical hardware equipments.
 - 3.5.2 Unintended functionality made available in software systems.
 - 3.5.3 Storing the data in clear text and not using the encryption method approved by the MoT ICT security plan.
 - 3.5.4 Unauthorised and/or unaudited access to hardware or software.
 - 3.5.5 Attacks from internal and external sources to infrastructure.

3.5.6 Poor integration with third party systems (e.g. application integration, reporting tools etc.) that provides unintended access to data without authorisation and/or auditing.

3.6 The Contractor must immediately notify the Principal's Contract Manager in writing and comply with all directions given by the Contract Manager if the Contractor suspects or becomes aware of unauthorised access, use, disclosure or modification of "in-confidence" data.

4 Transport Data

4.1 Transport related data includes, but is not limited to, timetables, routes and fares generated by the Principal or the Agencies. The Contractor must become thoroughly familiar with the Transport Data and Data Sources as per specifications in Section 8.

4.2 Unless otherwise notified to the Contractor by the Principal, the Data Sources specified in Section 8 shall be the main sources of information for ITIS and are the sources to be utilised at the commencement of the Contract.

4.3 The Contractor should access the Transport Data from the Data Sources without a requirement for Agencies to modify or enhance their existing systems.

4.4 The Agencies may also provide supplementary Transport Data in an agreed format, which does not reside on the Data Sources specified in Section 8.

4.5 The Contractor will be responsible for ensuring that the Transport Data is accurately transferred from the Principal's data repositories and other nominated sources to the Contractor's information system, subject to the specified and agreed business rules for interpreting the data from the Data Sources where necessary. The definitions of formats of the existing data interfaces are available.

4.6 The Contractor is required to explain its capability and tools for interfacing, data loading and data transformation of Transport Data.

4.7 ITIS should be capable of accepting updated data from the Agencies and making it available to the public through the appropriate delivering channel as follows:

4.7.1 Major service and timetable update information changes within the KPI parameters specified in Section 7.

- 4.7.2 Daily timetable variations within the KPI parameters specified in Section 7.
 - 4.7.3 Changed Transport Conditions through the IVR within the KPI parameters specified in Section 7.
- 4.8 Subject to the receipt of data in an agreed format and quality of content, the Contractor is required to:
 - 4.8.1 Update data for all relevant systems and transport information delivery channels within the KPI parameters of receipt of information.
 - 4.8.2 Maintain an audit log showing date and time of receipt of information from the Agencies and the time the update took effect.
- 4.9 The Contractor must provide the facilities, settings and privileges that allow the Principal to access and retrieve the data recorded in the Contractor's systems (specific to the delivery of the Component Service) for use by the Principal and Agencies (or by parties contracted by them). The access provided must not breach the "Security and Confidentiality of Information" requirements as set out in this Section.

5 Reporting

- 5.1 The Contractor should meet the Service Continuity reporting requirements specified in Appendix D: of this Section. Reporting requirements specific to Component Services are specified in their relevant sections.

6 Related Projects

- 6.1 In parallel with this Tender, there are a number of related projects that may have an impact on the delivery of ITIS under this Contract.
- 6.2 The Contractor is required to indicate their understanding and acceptance of the information contained in Appendix E: of this Section.

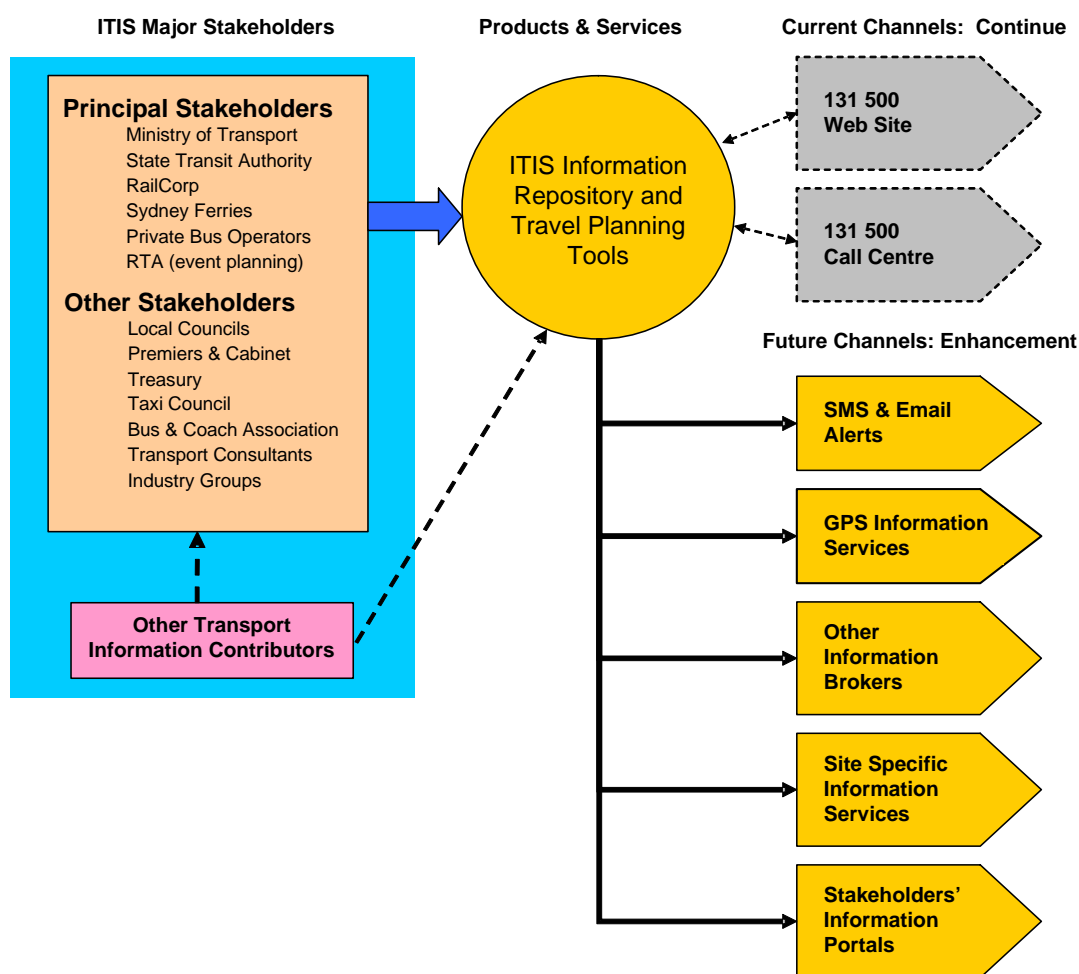
Service Enhancements

7 Key Targets for Developments

- 7.1 The proposed service enhancements including new developments described in this and other Sections in Part F aim at a new overall architecture (see the New ITIS Architecture Schematic diagram below)

to support greater flexibility for service extension in the future via a central information hub and a number of standardised gateways for information access and exchange.

- 7.2 From the Principal's perspective, the enhancements should aim at improving the Customer experience, service quality and cost-effectiveness of ITIS.
- 7.3 From a Customer perspective ITIS must become more consistent and more integrated across all delivery channels, using a combination of Call Centre, IVR, Internet, mobile phone, kiosk-based and other information channels to provide ubiquitous access to information services when and where required by the Customer.



New ITIS Architecture Schematic

- 7.4 Examples of proposed Service Enhancements include:
- 7.4.1 Automating call enquiries regarding track work, industrial disputes and other events including Special Events or enquiries amenable to being handled through the IVR. Such

- call enquiries are to be cost effectively handled by automated IVR response utilising natural language and text-to-speech functionality.
- 7.4.2 Keeping more detailed records on all transactions for better analysis of Customers' travel requirements and expectations.
- 7.4.3 Providing accurate, reliable and timely transaction statistics, performance reports and auditable accounting information for multiple ITIS participants on an individual and aggregate basis, including multi-modal travel. This information must be available in a mutually agreed standard electronic format to permit analysis of that information.
- 7.4.4 Incorporating additional travel and Special Events information services as required in accordance with this Contract, including extended services throughout the State and privately operated public transport services other than regular private bus passenger services.
- 7.4.5 Improved, integrated, managed end to end Customer Feedback Services as specified in Section 3.
- 7.4.6 Improving the use of geographical maps especially for Trip Planning and display.
- 7.4.7 Facilitating the use of ITIS facilities and data by other State Government and privately operated information services (perhaps on a commercial basis) by developing a set of common interface capabilities for standard service components.
- 7.4.8 Readily handling temporary timetable changes (and other real time data), seasonal variations, future growth and dramatic fluctuations in enquiry numbers.
- 7.4.9 In order to prevent abusive automatic form submissions or hacking attempts it is suggested to employ [CAPTCHA](#) or a similar defence against robot engines on all forms that can be submitted on the Internet Services.

Full details of proposed service enhancements are included in other Sections of Part F.

8 Quality of Service and KPIs for Service Enhancements

- 8.1 All Service Enhancements proposals including improvement of existing services and introduction of new services should identify any operational impact so that the authorisation of the change specifically acknowledges any associated risks or potential compromises to service standards.

- 8.2 The Contractor should ensure that all new services or enhancements to existing services are introduced without resulting in deterioration of the quality of any Component Services in operation at the time.
- 8.3 Unless specifically stated and agreed upon otherwise, the KPIs specified under Service Continuity will not be relaxed when Service Enhancements are introduced.
- 8.4 Implementing Service Enhancements will lead to review of the related KPIs specified under Service Continuity. The expectation is that such KPIs will require increased performance as a result of improvements made to services.
- 8.5 Service Enhancements KPIs will be set in consultation with the Agencies prior to the approval of the proposed enhancements.
- 8.6 New KPI's may be reviewed after a transitional period, to be identified in the approved enhancement proposal.

9 Working with Third Parties

- 9.1 The Contractor is required to acknowledge and facilitate future engagements with third parties:
 - 9.1.1 From time to time the Principal may work with third party data providers, providers of information services or other organisations to enhance the scope, quality and reach of ITIS.
 - 9.1.2 Such arrangements may include provision of data or information by third parties, or provision of data or information to third parties.
 - 9.1.3 The Principal may establish commercial relationships with third parties in order to achieve ITIS goals and objectives.
 - 9.1.4 At the sole discretion of the Principal, third parties may be permitted to establish public transport information services that are similar or identical to those provided by ITIS.
- 9.2 Any such engagements may necessitate changes to this Contract, or the services provided under it, in order to facilitate the exchange of information or other interactions as required. The Contractor will not unreasonably withhold its co-operation in the implementation of any such changes.
- 9.3 Nothing in this Contract should be construed as offering an exclusive right to the Contractor to provide any of the Component Services.

10 Reducing Net Costs

- 10.1 The Principal requires that the Contractor diligently consider how to materially decrease the overall cost of conducting the Component Services while continuing to meet the performance parameters and requirements set out in this Specification. The Contractor should describe the proposals it has to achieve this objective.
- 10.2 The Principal has an interest in considering opportunities to generate revenue through commercial relationships, in order to offset some of the costs of operating the Component Services. The Contractor should describe the proposals it has to achieve this objective.

11 Alternative Data Sources and Data Maintenance Services

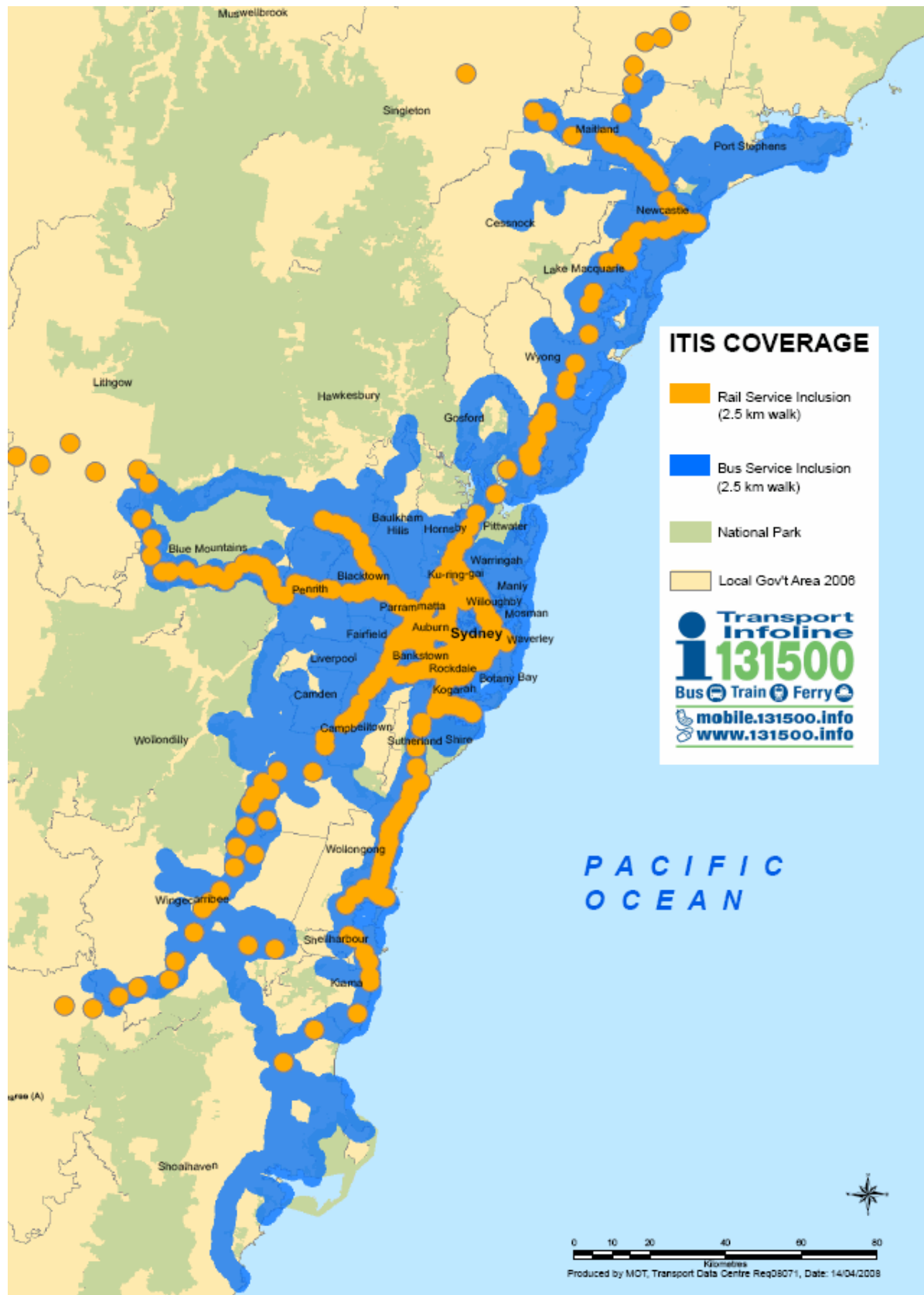
- 11.1 ITIS depends on Agencies to source the data upon which the Component Services are based.
- 11.2 Sometimes, there are problems with the availability of suitable data, particularly where the data is not readily available in the required formats from the Agencies. This is particularly so in the case of accurate route path data, from smaller transport service providers or those without sophisticated geospatial data systems. The Contractor should propose solutions that bridge these gaps.
- 11.3 The proposed solutions may include:
 - 11.3.1 Manual data collection of timetable data from published timetables or route information with timing points.
 - 11.3.2 Manual or GPS based collection of access point, route or Transit Location data.
 - 11.3.3 Manual collection of specialised route data and transport services like off road walking paths (e.g. walkways, overbridges, subways, parkland paths etc.), cycle paths and cycle ways, taxi ranks, park and ride, kiss and ride, cycle lockers etc.
 - 11.3.4 Creation of transport mode interchange maps, 3D models and other useful information to help Customers to access public transport services.

12 Reporting

- 12.1 In addition to the specific reports identified in Appendix D:, the Contractor is required to provide a data analysis and reporting solution that allows the Principal to:
 - 12.1.1 Conduct multidimensional analyses on the data.
 - 12.1.2 Output the results of reports and analyses to screen, paper, webpage or to a file format suitable for further analysis.
- 12.2 The Contractor is required to provide and maintain a reporting data structure that shields:
 - 12.2.1 Production systems from the performance impacts of analyses and reports.
 - 12.2.2 The report developer from the need to understand raw data naming conventions and structures.
- 12.3 The data analysis and reporting solution should:
 - 12.3.1 Support development, testing and run-time environments with appropriate security arrangements.
 - 12.3.2 Allow authorised personnel to pass parameters to the reports at run-time.
 - 12.3.3 Prevent unauthorised users from access data which they are not authorised to access.
 - 12.3.4 Provide a web based interface for the design of reports and the execution of pre-defined reports.
 - 12.3.5 Provide options for the presentation of reporting and analyses results in tabular and graphical formats.
 - 12.3.6 Allow the results of analyses and reports to be readily incorporated into other documents.
 - 12.3.7 Support interactive and intuitive drill down to additional reporting details as required.
 - 12.3.8 Allow flexible reformatting of outputs to achieve professional quality results.

- 12.4 For the purpose of determining the number and costs of software licenses the Contractor should provide quotations on the basis that the Principal requires approximately:
 - 12.4.1 5 user licences to develop analyses and reports.
 - 12.4.2 20 user licences for running pre-developed analyses and reports.

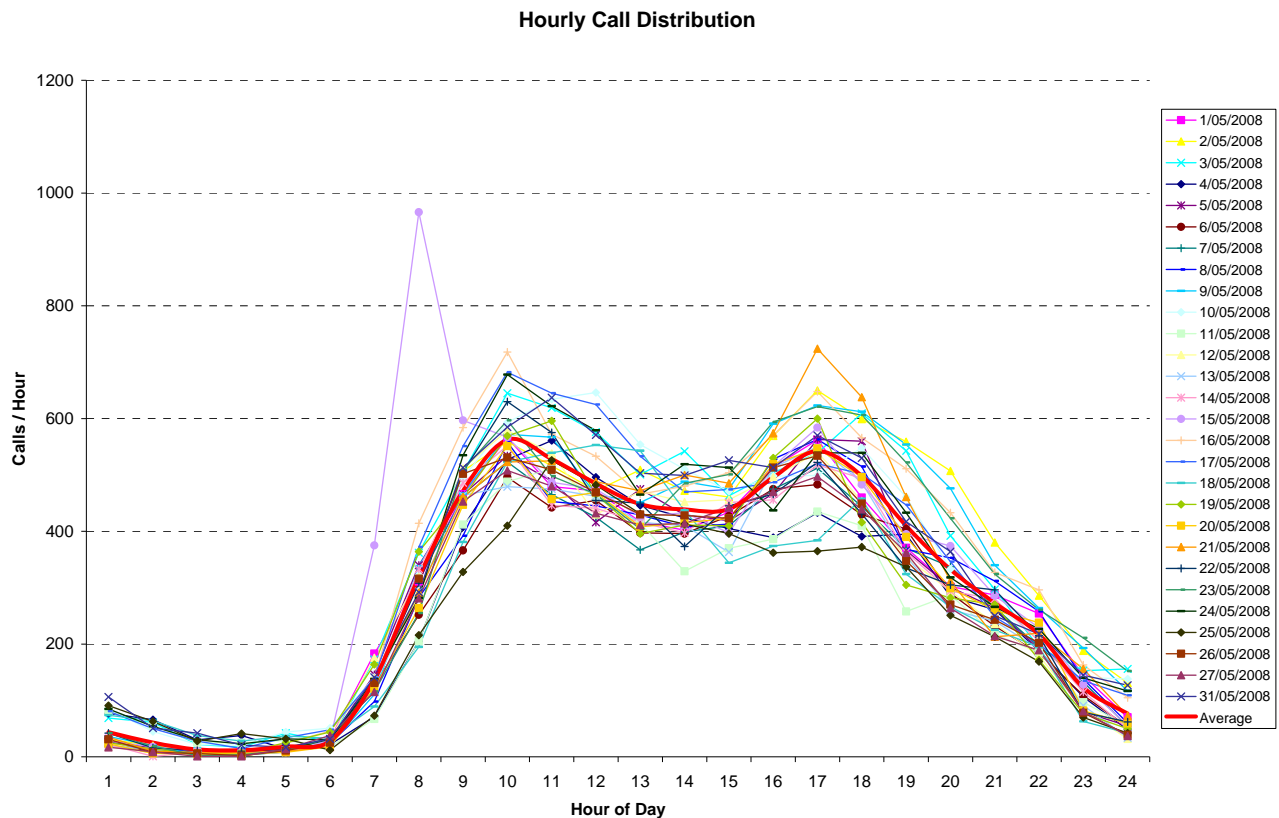
Appendix A: ITIS Coverage Area



Appendix B: ITIS Transaction Statistics

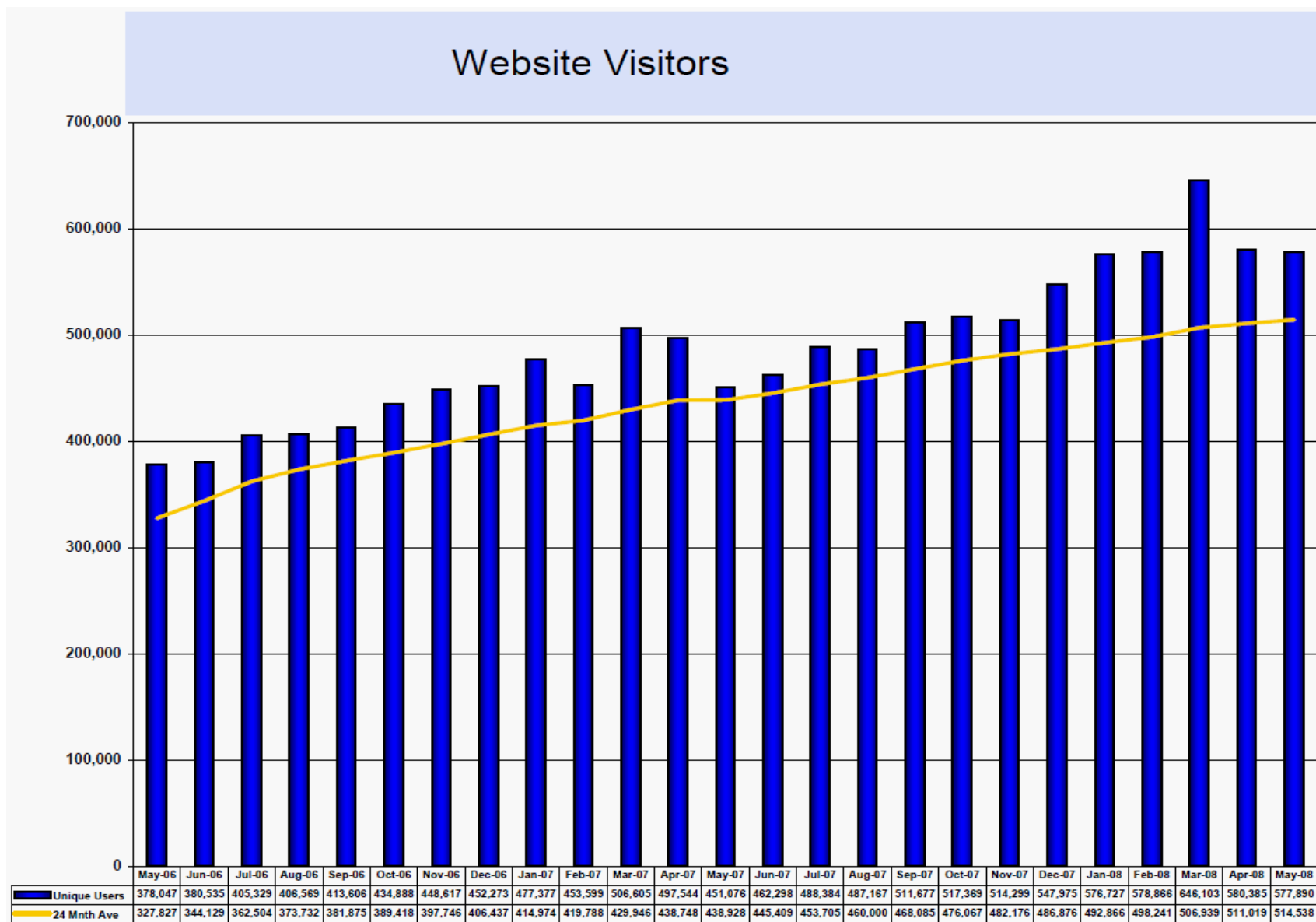
Hourly 131500 Call Distribution

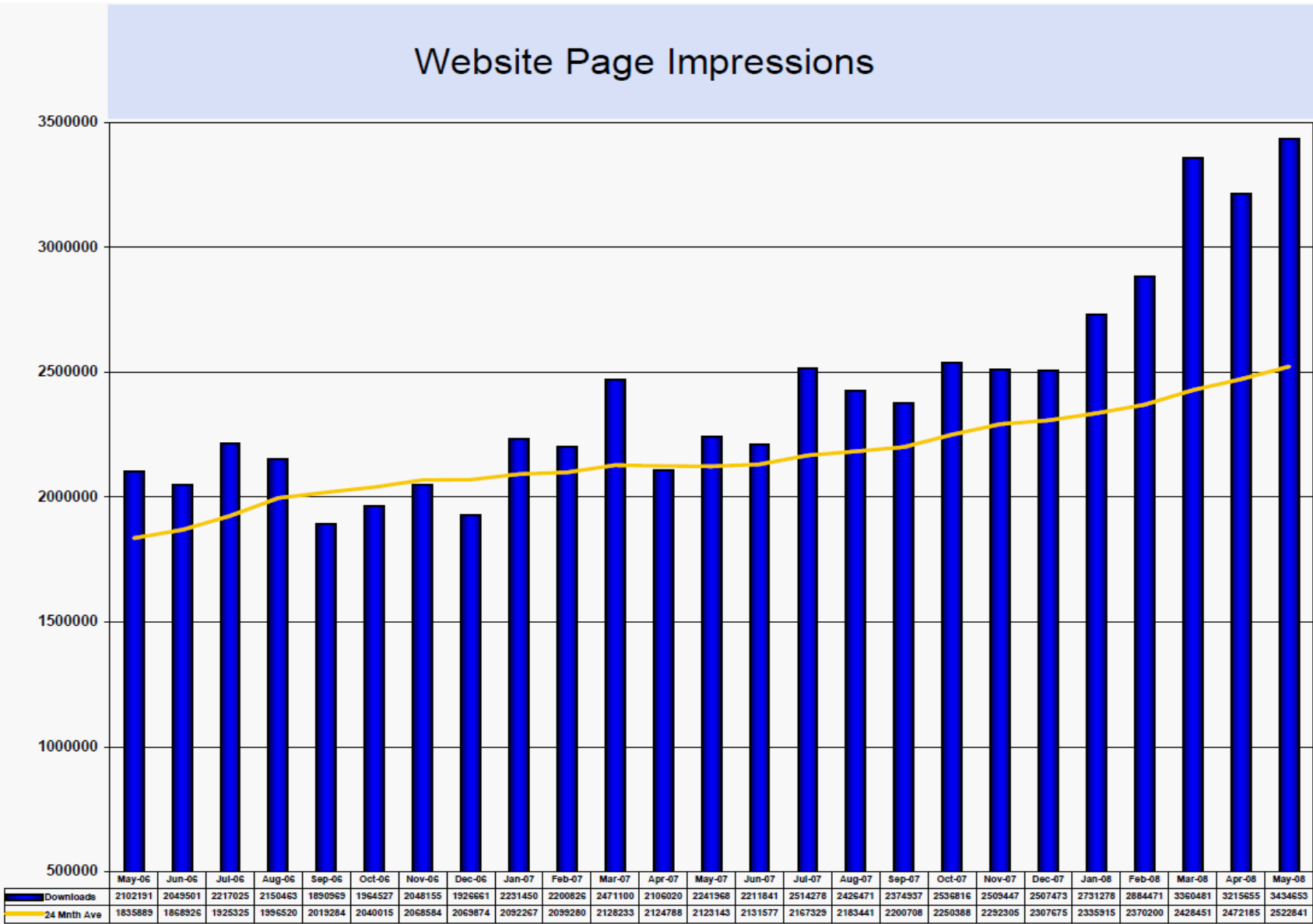
(The sample below contains for every hour (beginning at 0:00 to 23:00 respectively) the averages across all 31 days of the month of May 2008)



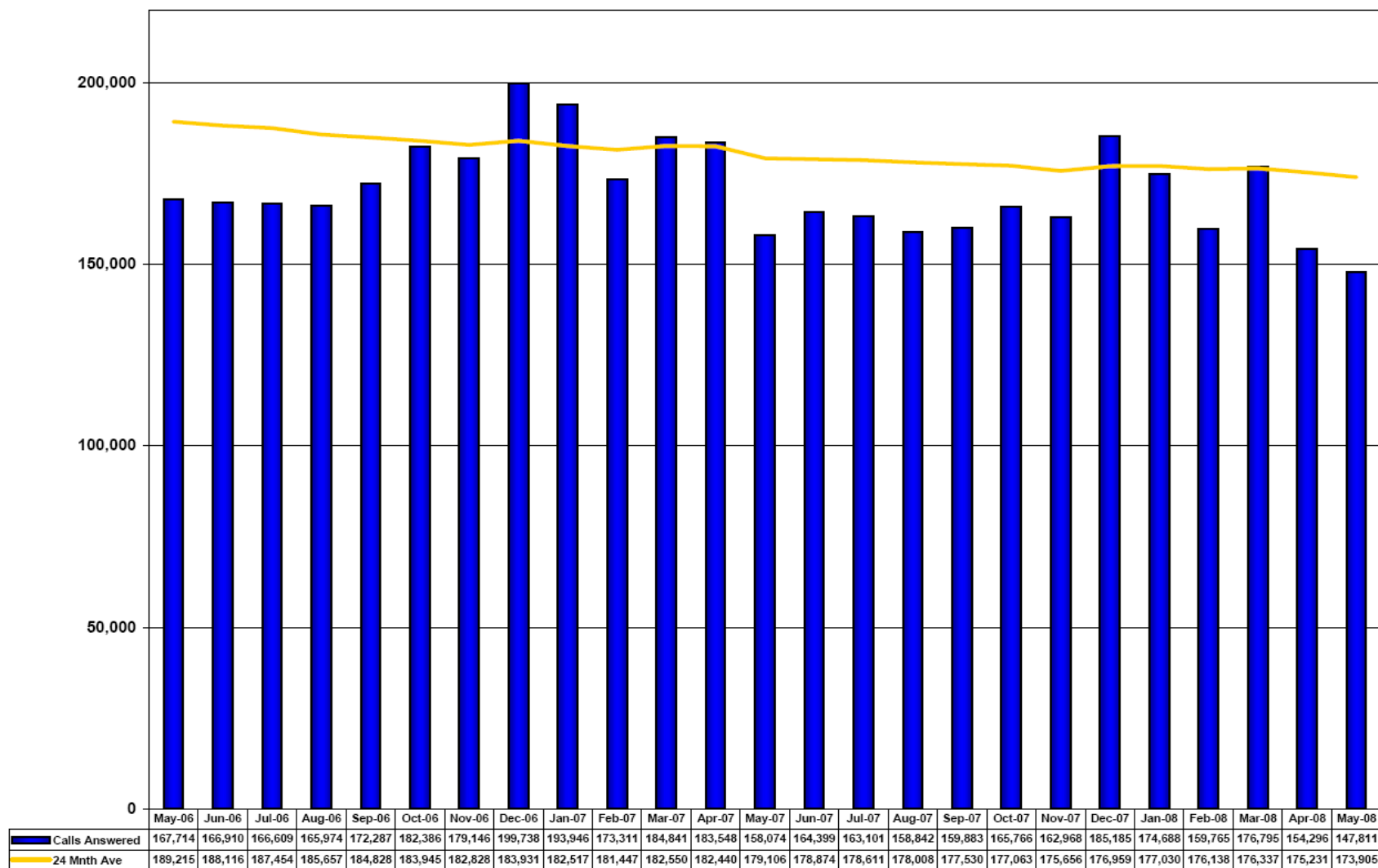
The following graphs show monthly totals for the past 2 years across all essential services:

- Web Usage (total visitors and total page impressions)
- Operator Calls
- Feedback calls and emails
- TTY calls

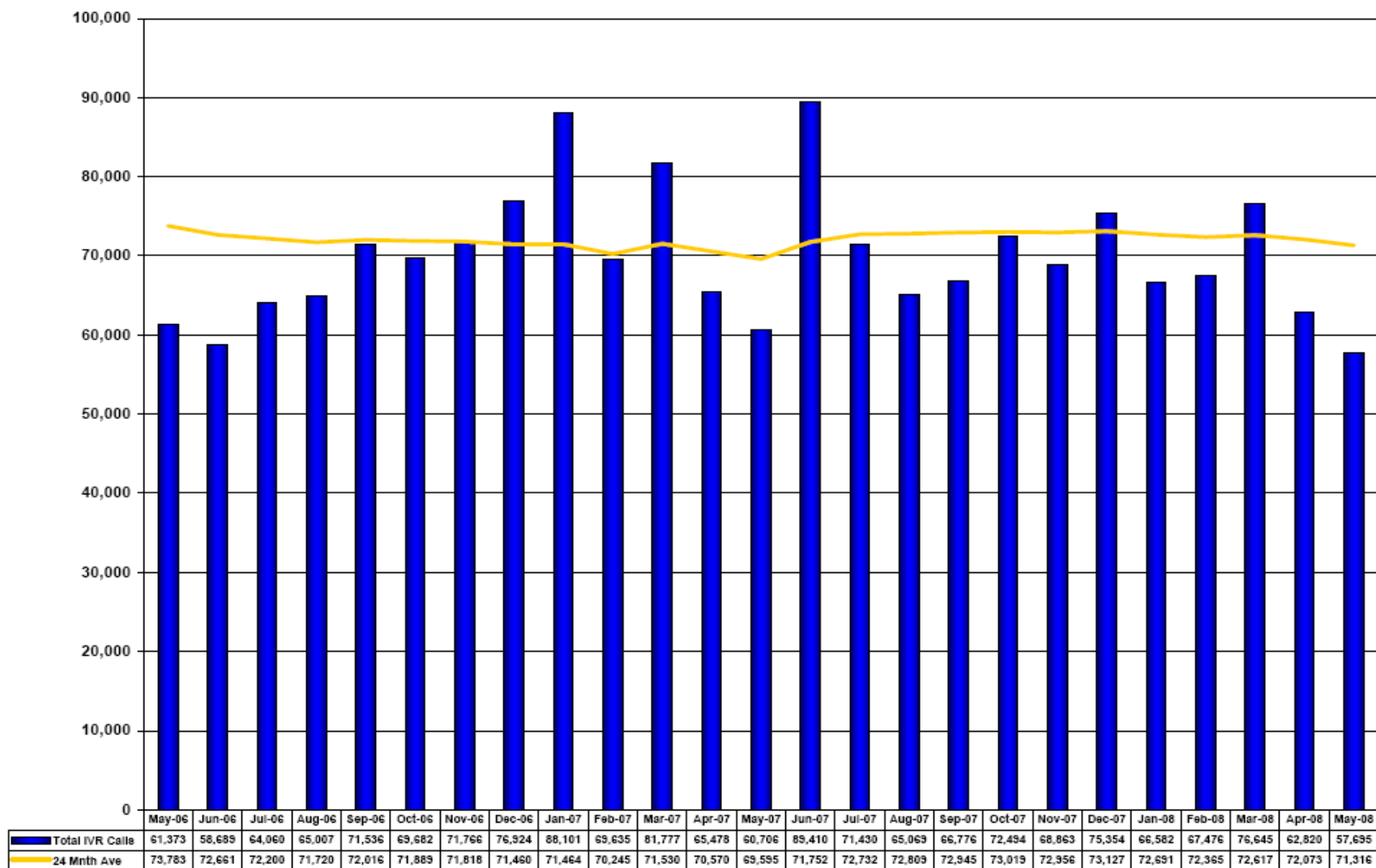




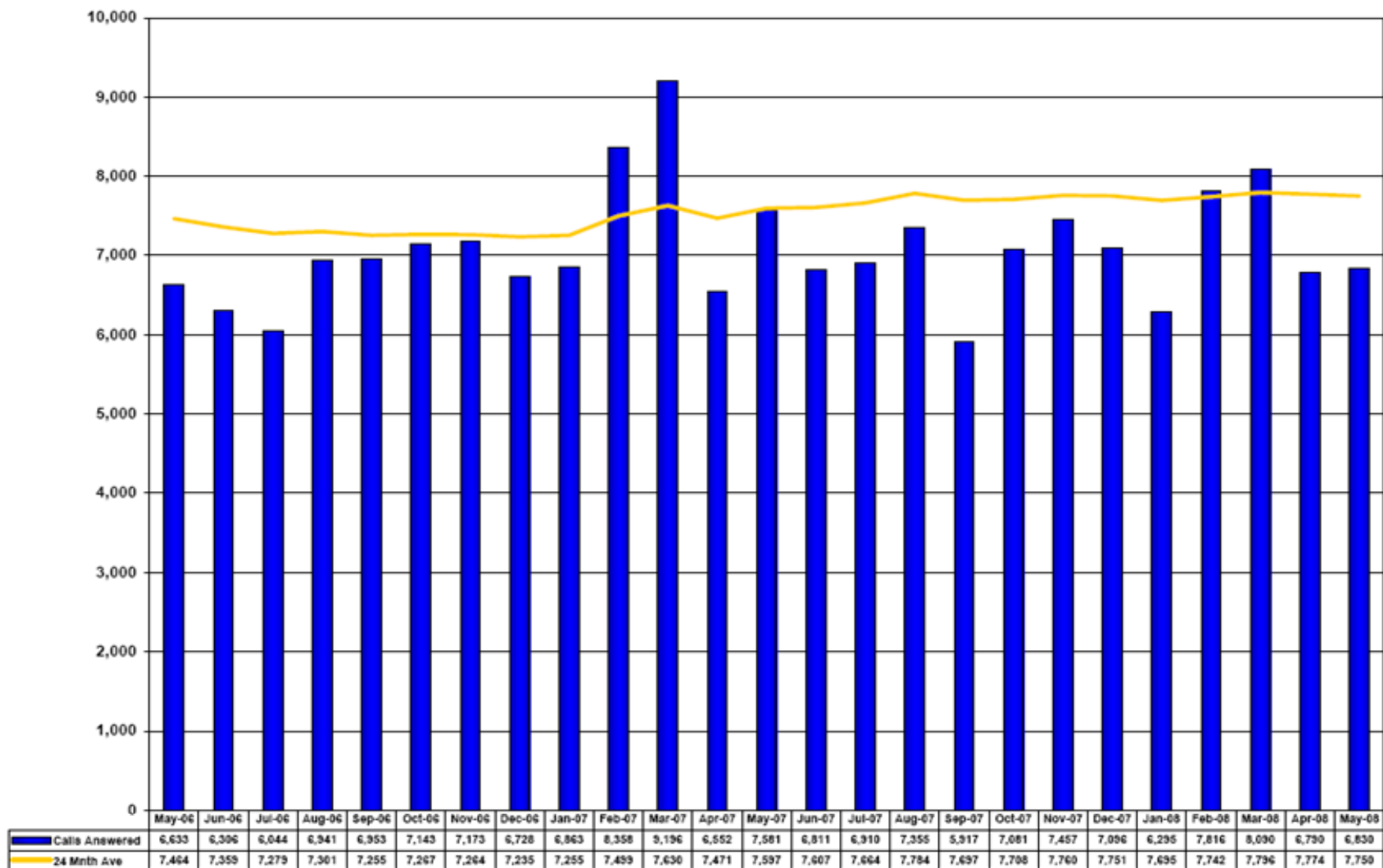
131500 Operator Resolved Calls



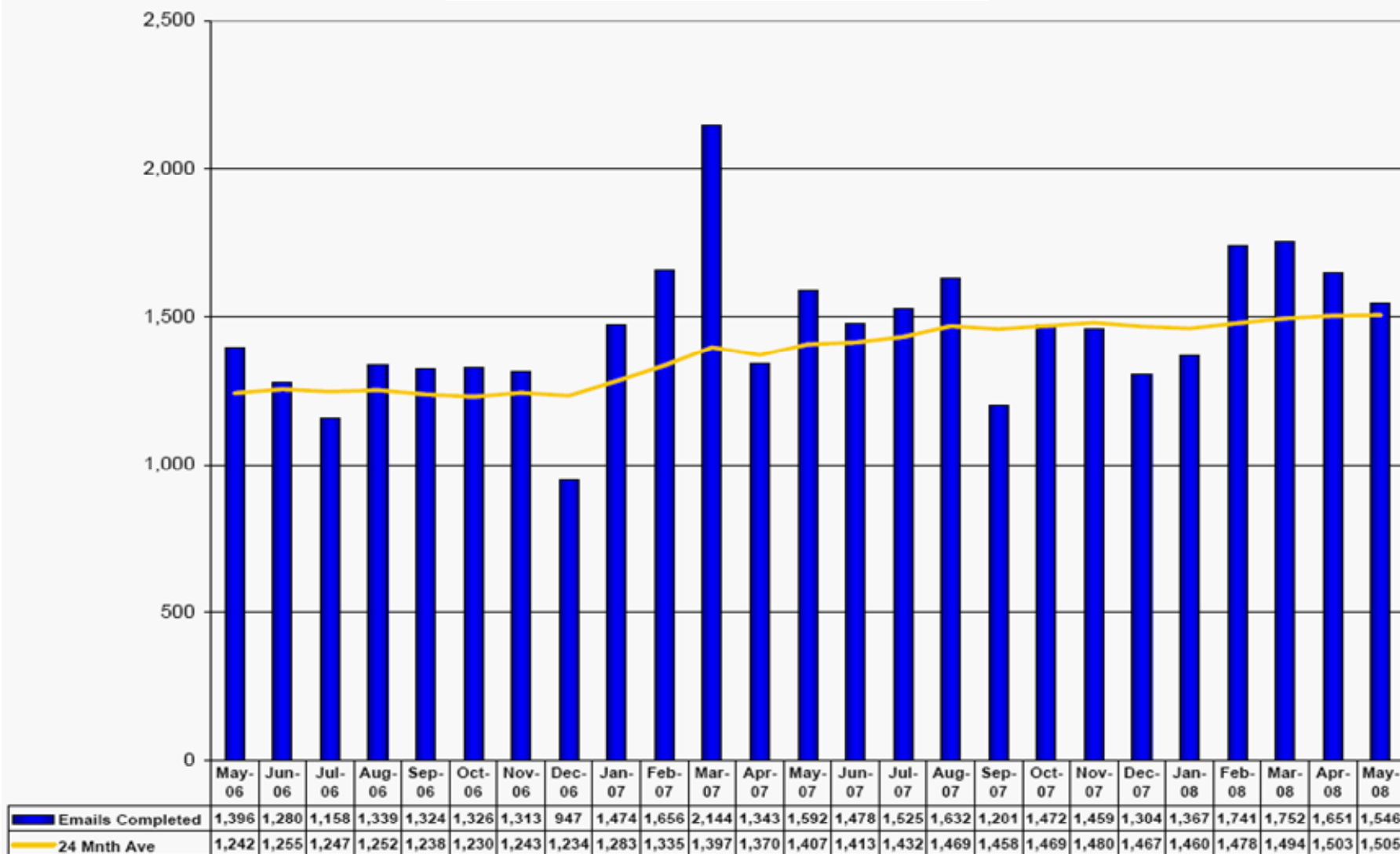
131500 IVR Resolved Calls

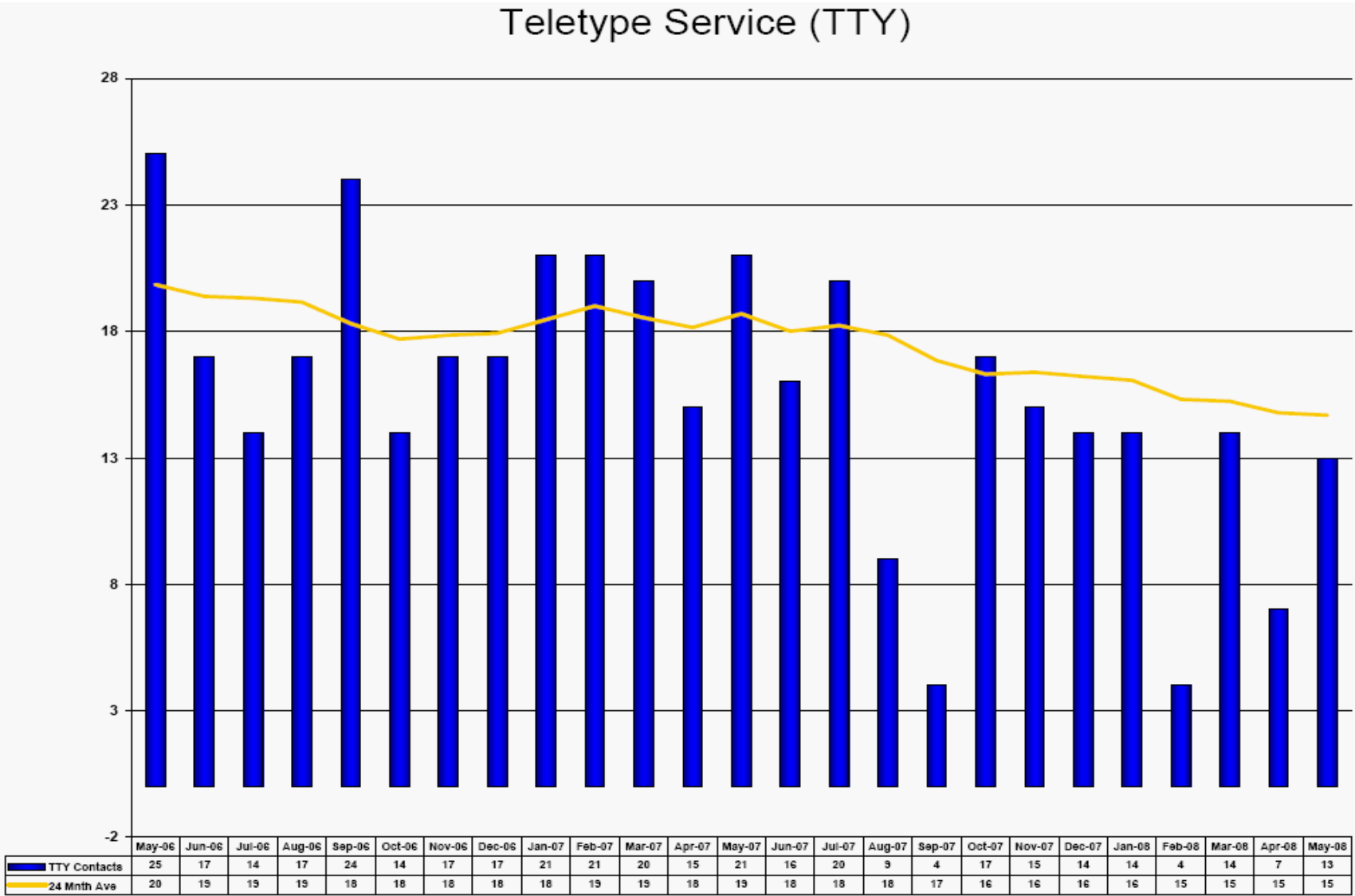


Customer Feedback Calls



Customer Feedback Emails





Appendix C: Summary of 131500 Transactions (Service Continuity)

	Transaction	Description	Input	Output	Related information
1	Timetable information	<ul style="list-style-type: none"> Standard or Temporary Timetable information for a specific route/line for the next four weeks. Integrates with the Trip Planner, where Timetable Information can be served to the Customer as part of his/her planned journey details. 	<ul style="list-style-type: none"> Date and time of travel Transport mode specific options Transit Location Identifiers and/or routes 	<p>Transit Location outputs the following:</p> <ul style="list-style-type: none"> Identifier of the specified Transit Location and relevant route's name and final destination Departure times, including next and previous services, from the specified location Names, easy access availability and identifiers of Transit Locations included on the route, as well as their departure times A Service Disruption message where there is a known variation to the timetable served. 	<ul style="list-style-type: none"> Trackwork information Unplanned service interruption information Temporary timetable changes Travel information to/from a Special Event Accessibility details and restrictions

	Transaction	Description	Input	Output	Related information
2	Special Event information	<ul style="list-style-type: none"> Provides details of events, special travel arrangements and other additional information where applicable. 	<ul style="list-style-type: none"> Navigational input 	<ul style="list-style-type: none"> Special Event's brief description, key features, locations, start and end times Special transport arrangement details including first, in between and last transport services for each applicable mode of transport Expected time of travel for each applicable mode of transport Special Event's related ticket information Important travel information provided by Transport Agencies Communication details (e.g. phone, website, email etc.) of Special Event's organiser 	All related information is expected to be managed and provided by the Principal's Contract Manager or Liaison Officers
3	Trip planning	<ul style="list-style-type: none"> Used to plan trips involving one or many modes of public transport and create travel itineraries derived of the optimal combination of services. 	<ul style="list-style-type: none"> Start and End Transit Location Identifiers Departure or arrival time Preferred modes and accessibility needs Travel preferences (e.g. walking speed, least travel time or least service change) 	<ul style="list-style-type: none"> Itinerary options for travel Directions and instructions associated with the start, end and change of service points A Service Disruption message where there is a known variation to the Itinerary option. 	<ul style="list-style-type: none"> Trackwork information Travel information (to/from Special Event's) Special Event information Temporary timetable information Fare / ticketing information

	Transaction	Description	Input	Output	Related information
4	Ticketing information	<ul style="list-style-type: none"> Provides variety of information related to ticketing including: Cost Concession types Special conditions (e.g. School excursions) 	<ul style="list-style-type: none"> Start and End Transit Location Identifiers Departure or arrival time Preferred modes Ticket eligibility Estimated time of travel Applicable rate (e.g. adult single, adult return etc) 	<ul style="list-style-type: none"> Cost of ticket (this may be static information, e.g. a table of applicable fares or may be dynamic e.g. specific to the journey) Options for travel and tickets (e.g. TravelTen, Off-Peak return etc) Eligibility for concession 	<ul style="list-style-type: none"> Trackwork information Travel information (to/from Special Event) Special Event information Temporary timetable information
5	Planned service disruption information	<ul style="list-style-type: none"> Timetable changes due to planned maintenance works (e.g. Track work, Road work etc) 	<ul style="list-style-type: none"> Service Start and End locations Departure or arrival time Estimated time of travel Preferred modes and accessibility needs Navigational input 	Static message outlining the following: <ul style="list-style-type: none"> Impacted transport services Relevant alternative mode (e.g. buses) Start and End times of planned service and disruption Start and End location of planned service and disruption 	<ul style="list-style-type: none"> Alternative services and modes, including ticket validity Unplanned service interruption information

	Transaction	Description	Input	Output	Related information
6	Unplanned service interruption information	<ul style="list-style-type: none"> Queries regarding the emergency and major service interruption details 	<ul style="list-style-type: none"> Service Start and End locations Departure or arrival time Estimated time of travel Preferred modes and accessibility needs Navigational input 	<p>Message outlining the following:</p> <ul style="list-style-type: none"> Impacted transport services Relevant alternative mode (e.g. buses) Start and End times of planned service and disruption Estimated times of service restorations Other known, relevant information and/or specified statements 	N/A
7	Facilities and amenities information	<ul style="list-style-type: none"> Information on facilities and amenities available at a Transit Location (e.g. easy access, car parking etc). 	<ul style="list-style-type: none"> Transit Location Identifiers Navigational input 	<ul style="list-style-type: none"> Availability of facilities and their features 	N/A
8	Landmarks and tourist information	<ul style="list-style-type: none"> Information on landmarks and tourist destinations 	<ul style="list-style-type: none"> Landmark or tourist destination Request for landmark or tourist information Navigational input 	<ul style="list-style-type: none"> Information on landmarks and tourist destinations including communication details (e.g. phone, website, email etc) 	<ul style="list-style-type: none"> Travel information (to/from Special Event) Special Event information
9	Miscellaneous information	<ul style="list-style-type: none"> Other general or special interest questions 	<ul style="list-style-type: none"> Ad hoc miscellaneous enquiries Navigational input 	<ul style="list-style-type: none"> Available information Referral phone number FAQ responses, where applicable 	N/A

	Transaction	Description	Input	Output	Related information
10	Customer Feedback	See details in the Statement of Requirements Section 5.			
11	Lost property enquiry	<ul style="list-style-type: none"> Provide the contact details of relevant Transport Agencies. 	<ul style="list-style-type: none"> Mode of transport used Any related references (Route, Ticket Number, Train line, Taxi / Bus network etc), if applicable 	<ul style="list-style-type: none"> Relevant mode or network's phone number, or Bus Depot location based on bus route number 	<ul style="list-style-type: none"> Travel information (to/from Special Event) Special Event information

131500 Transactions and Services Matrix

Reference for details	Section 4	Section 4	Section 4	Section 4	Section 5	Section 5	Section 5
Transaction Type \ Channel	Call Centre	IVR	TTY	Interpreter	Website	Mobile	Kiosk
1. Timetable information	SC*	SC Interactive (Next Bus Service only)	SC	SC	SC*	SC* (Next Service only)	SE
2. Special Event information	SC*	SC Recorded	SC	SC	SC*	SC*	SE
3. Trip planning	SC*	SE	SC	SC	SC*	SE	SE
4. Ticketing Information	SC*	SE	SC	SC	SC*	SE	SE
5. Planned service interruption information	SC*	SC Recorded	SC	SC	SC*	SC*	SE
6. Unplanned service interruption information	SC*	SC Recorded*	SC	SC	SC*	SC*	SE
7. Facilities and amenities information	SC	SE	SC	SC	SC	SE	SE
8. Landmark and tourist destination information	SC	SE	SC	SC	SC	SE	SE
9. Miscellaneous Information	SC	SC	SC	SC	SC	SE	SE
10. Feedback (Complaints, compliments, suggestions and queries)	SC*	NO	SC	SC	SC	SE	NO
11. Lost property enquiry	Referral	Referral	Referral	Referral	Referral	Referral	Referral
Legend	SC = Supplied in Service Continuity		SE = Supplied in Service Enhancements		NO= Transaction not supplied		
	Recorded = recorded messages		Referral = referred to another organisation		N/A = Not applicable		

* Denotes Critical Functions

Appendix D: ITIS Reports

13 Reporting Requirements

Overview

- 13.1 The Principal requires that accurate, reliable usage statistics be provided for ITIS in electronic form in sufficient detail to allow it to:
- 13.1.1 Manage day-to-day public transport operations.
 - 13.1.2 Identify problem areas.
 - 13.1.3 Improve quality of services.
 - 13.1.4 Implement efficiency improvements and cost saving initiatives.
 - 13.1.5 Analyse trends, assess requirements for Special Events or service disruptions, and accurately allocate service costs.

Common Requirements

- 13.2 The following reporting requirements are common to all services and provide the ability to:
- 13.2.1 Produce reports for a specified date, week, month, year or date ranges.
 - 13.2.2 Filter and/or group the report results by one or many of the reporting parameters.
 - 13.2.3 Present the reporting results by count, percentage, frequency values and totals according to their reporting parameters and grouped by day, week, month or year within the specified reporting period, along with optional selection of 13 month rolling data for the purposes of trend analysis.
 - 13.2.4 Drill-down feature which allows viewing the details of report results that are summarised or grouped.
 - 13.2.5 Access to reports for at least five years worth of data.
 - 13.2.6 Perform trend analysis over a minimum of a five year period in which it is possible to compare summarised reports using high level constant categorisations and classifications.

- 13.2.7 Configure the fields of a report. Configurable fields should allow the selection of values from all of the fields of a record being reported on.
- 13.2.8 Export report results in formats including but not limited to CSV/Text, HTML, Word and PDF as appropriate for the type of report data.
- 13.2.9 Grant appropriate access levels to authorised users according to their role and organisation associations.

Service Continuity

Except where specifically stated otherwise the requirements listed under all Service Continuity headings in this Appendix are common for:

- Service Continuity
- Service Enhancements

Report Period

- 13.3 The Principal should have access to all of the reports on an ad-hoc (on demand) basis.
- 13.4 Where a report is required on a monthly basis or along billing periods, this is specified using the “*Report Period*” columns. “X” means report is required and “--” means report is not required for the report period.
- 13.5 The “*Billing*” report period column for the Service Enhancements reporting requirements is greyed out and its specifications are to be reviewed and agreed upon between the Principal and the Contractor prior to implementation of the enhancements.

14 Trip Planning Services

Service Continuity

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
14.1	Transactions Statistics	Trip Planner response time statistics for all queries made by Call Centre Agents.	X	--
14.2	Top 100 Transactions Summary	Top 100 trip planning queries made by Call Centre Agents against a single mode of transport grouped by Agencies. The report should group the transactions by Number of Transactions against: <ul style="list-style-type: none"> • Unique Route ID 	X	--

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
		<ul style="list-style-type: none"> Public Route ID Agency Transport Provider Rank (higher number of transactions improves the ranking position) 		

Service Enhancements

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
14.3	Delivery Channels	Break down of all trip planning queries made via the ITIS and third party delivery channels (e.g. 131500.info, cityrail.info, 131500 Kiosk, 131500 IVR, 131500 Call Centre or third party systems etc.)	X	
14.4	Demand Analysis	Break down of all trip planning queries by one or many of the trip planning input parameters including but not limited to: <ul style="list-style-type: none"> Departure point type (e.g. Transit Location, place of interest, address and etc.) Destination point type (e.g. Transit Location, place of interest, address etc.) Departure point detail Destination point detail Trip "when" type (e.g. leave after or arrive before) Trip date and/or time ranges (e.g. Between Monday 9am and Thursday 10pm) Trip date and/or time Mode of transport Walking speed Trip preference (e.g. shortest travel time, the least service changes, the least walking etc.) Mobility requirements Query date and/or time ranges Query date and time 	--	

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
14.5	Output Ratio Analysis	Ratios and comparisons of trip planning queries that did not return any trip options (unmet demand) and trip planning queries that returned one or many travel options (met demand).	X	
14.6	Soundex Usage	Break down of trip planning query input values that required 'Sound-Ex' correction and/or confirmation.	--	

14.7 Since the analysis of trip plans will be a multidimensional data mining exercise, it is desirable to include a generic multidimensional (Cube) analysis utility, allowing to:

14.7.1 Select any subset of trips by any of the trip parameters specified in the planning run.

14.7.2 Assign any of the trip parameters or result fields or aggregates of fields to any dimension in the analysis cube.

14.8 It should be possible to create views of inter-dependencies from one another of any two or three parameters or result fields or aggregates.

15 Customer Feedback Services

Service Continuity

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
15.1	Transactions Summary	Breakdown of all Cases and Issues in fiscal or calendar Daily, Weekly, Monthly or Yearly views per Agency by one or many of the following, but not limited to: <ul style="list-style-type: none"> Categories Subjects Service classifiers Priorities Statuses 	X	--
15.2	Transaction Details	Transaction details (according to Data Segregation and Protection of Sensitive Information restraints specified in Section 3) including limited Customer details, date/time received and/or closed, case ID, verbatim, Issue Category, Subject and Service classifiers, actions taken and Agencies affected.	--	--

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
15.3	Performance	<p>Volume of all feedback records with following information:</p> <ul style="list-style-type: none"> • Calls forecasted • Calls offered • Calls answered • Grade of Service • Calls answered within the Grade of Service time limit • Difference between forecasted and actual calls in numbers and percentage values • Total talk time of calls • Total On Hold Time of calls • Maximum On Hold Time of calls • Total Wrap Time • Average On Hold Time of calls • Average Handling Time • Average Speed of Answer • Calls abandoned in numbers and as a percentage of all CFS calls • Calls abandoned below and above the GOS time limit • Average Handling Time for all feedback registered in the CFS • Total number of feedback emails received • Total number of feedback emails completed • Total number of feedback emails deleted • The Average Processing Time of feedback emails • Total Time Took to process feedback emails • First Tier Feedback Resolution Rate; where the Feedback is resolved at the first point of contact and according to definition of "Resolved" set out in Section 3 	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
15.4	Quality	<p>CFS KPI Summary report analysing Entry, Accuracy, First Tier Feedback Resolution Rate, Prioritisation and Receipt of Feedback (only for email feedback) with following information:</p> <ul style="list-style-type: none"> • Number of feedback monitored • Number and percentage value of correctly handled feedback • Feedback identification references of all monitored records 	X	--

Service Enhancements

15.5 Analysis of Customer Feedback Calls will be a multidimensional records analysis similar to the analysis of Trip Plans (see 14.7 and 14.8 above). The following reports have been identified so far. However, the Principal requires the data mining capabilities as described in 14.7 and 14.8.

15.6 Under the new CFS, a draft CFS record type will be introduced. For the purposes of reporting, the draft CFS records should be excluded from the reporting results.

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
15.7	Feedback Summary	Breakdown of all Cases and Issues for one or many Agencies grouped by pre-defined high level Categories and Statuses.	X	
15.8	Incident and Special Events	Breakdown of all Cases and Issues grouped by Incidents and/or Special Events.	X	
15.9	Input	Frequency reports on how many times a particular, set or sets of inputs are used when entering Cases and Issues.	--	
15.10	Process	<p>Progress and change reports used to identify common patterns in Issue management and overall effectiveness of the system. A typical progress report would provide information on the time it takes for an Issue, group or groups of Issues to progress from one Status to another Status.</p> <p>A report helping to identify common patterns, would provide information on how often important Issue classifiers are modified and the points where they take place during Issue lifecycles.</p>	X	

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
15.11	FAQ Candidate Issues	Lists all Issues marked as "FAQ Candidate" and include all of the details.		

16 Voice Services

Service Continuity

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
16.1	Transactions Summary	<ul style="list-style-type: none"> Transaction summary reports for services provided via Call Centre Agent and IVR calls with following information: <ul style="list-style-type: none"> Calls forecasted Calls offered Calls answered Average Speed of Answer Grade of Service Calls answered within the Grade of Service time limit Service Reductions status Grade of Service points in percentage Price per call Cost of reductions Difference between forecasted and actual calls in numbers and as a percentage of actual calls Average Handling Time Calls abandoned in numbers and as a percentage of all calls Calls abandoned below and above the Grade of Service time limit Maximum abandonment time of calls Maximum On Hold Time of calls Number of Calls Night 	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
		<p>Service</p> <ul style="list-style-type: none"> ○ Calls abandoned and not transferred ○ Average abandonment time of calls ○ Maximum abandonment time of calls that are not transferred ○ Total time to abandon calls that are not transferred ○ Calls abandoned below the Grade of Service time limit ○ Total On Hold Time of calls ○ Average On Hold Time of calls <ul style="list-style-type: none"> • Automatic Call Distribution reports • Summarised call enquiry types (e.g. Fares, Special Events, Lost and Found items etc.) for calls handled by Call Centre Agents • Number of all entries made to the IVR grouped by the type of service accessed and with the options of the fiscal or calendar Hour, Day, Week, Month or Year views 		
16.2	Call Transaction Types	<ul style="list-style-type: none"> • Breakdown of all calls by call transaction types including Infoline, IVR, CFS, Minister's Hotline and TTY • Further grouping of all call transaction type breakdowns (excluding the IVR) by one or many of Agencies or Agency Groups (e.g. Main Agencies, Private Buses etc.) • List of all calls for which no call transaction types and/or Agencies are identified 	X	X
16.3	Infoline Performance	<p>Volume forecasts for Infoline call transaction types with following information:</p> <ul style="list-style-type: none"> • Calls forecasted • Calls offered • Calls answered 	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
		<ul style="list-style-type: none"> Grade of Service Calls answered within the Grade of Service Difference between forecasted and actual calls in numbers and percentage values Average Handling Time Average Speed of Answer Average abandonment time of calls Maximum abandonment time of calls Calls abandoned in numbers and percentage values Calls abandoned below and above the Grade of Service time limit Total On Hold Time of calls Average On Hold Time of calls 		
16.4	IVR Performance	<p>All IVR calls with following information:</p> <ul style="list-style-type: none"> Calls received All calls transferred to ACD Calls transferred to Call Centre Agents Calls transferred to CFS Call Centre Agents Calls resolved within the IVR 	X	X
16.5	TTY Performance	<p>All TTY calls with following information:</p> <ul style="list-style-type: none"> Calls offered Calls answered Calls actually answered Grade of Service Calls answered within the Grade of Service Average Handling Time Average Speed of Answer Calls abandoned in numbers and percentage values Calls abandoned below and above the GOS time limit 	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
16.6	TTY Log	<p>Logged summary of calls received including phantom calls with following information:</p> <ul style="list-style-type: none"> • Date and time of the call • Time call logged • Fake / real call • Comments • Call Centre Agent's identifier who received the call 	X	X

Service Enhancements

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
16.7	Call Transaction Type	In addition to transaction types specified in the Service Continuity, it should be possible to group the totals of all IVR calls by one or many Agencies.	X	

17 Internet Services

17.1 It should be possible to compare common statistics of services delivered via the Internet channels (e.g. Website, Kiosk, Mobile, third party websites etc.) as well as grouped or individual physical servers from which the services are delivered. The common statistics include but not limited to:

- 17.1.1 Total number of visits and visitors
- 17.1.2 Total number of sessions served
- 17.1.3 Average time of sessions served
- 17.1.4 Total number of page impressions
- 17.1.5 Total number of unique page impressions
- 17.1.6 Average time spent using the services

Service Continuity

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
17.2	Visitor Statistics	<p>Breakdown of visitor statistics by, but not limited to:</p> <ul style="list-style-type: none"> • Geographical locations grouped by 	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
		<p>Country, State, City and Region</p> <ul style="list-style-type: none"> Daily visits ratio Total visits, unique visitors, page impressions, unique page impressions grouped by the Hour, Day, Week, Month or Year Average page impressions and time spent on site for all visitors grouped by the Hour, Day, Week, Month or Year All visits grouped by human driven visits and other automated visits such as spiders, bots, search engine crawlers etc. All visits grouped by length of visit segments All visits grouped by depth of visit segments All visits grouped by use of browsers and browser versions, operating systems and operating system versions, operating systems and browsers combinations, screen colour bits, screen resolutions, macromedia flash versions and java support All visits grouped by use of network locations (ISP), hostnames (domain name) and connection speeds 		
17.3	Traffic Statistics	<ul style="list-style-type: none"> All visits that directly accessed the service All visits that were referred to the service via search engines or a website Search keyword values used to find the service via search engines 	X	X
17.4	Content Statistics	<ul style="list-style-type: none"> All visits grouped by website sections (e.g. Fares and Passes, Service Changes, Plan Your Trip etc.) Most popular physical pages or page titles sorted by and presented with number of impressions generated Landing pages sorted by in 	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
		<p>descending order and presented with entrance numbers</p> <ul style="list-style-type: none"> Exit pages sorted by in descending order and presented with site exit numbers Total number of all pages where a friendly (captured error) or non-friendly error message (uncaptured error) was displayed to visitors Details of all pages where an error message was displayed to visitors, where the details include but not limited to: <ul style="list-style-type: none"> URLs that failed to load and total number of unsuccessful requests Source IP addresses, browsers and operating systems of the visitors who were unable to access the URL successfully Details of error message displayed to the visitors List of identified broken links 		

Service Enhancements

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
17.5	Visitor Statistics	<p>Breakdown of visitor statistics by:</p> <ul style="list-style-type: none"> The number of times visitors have accessed the website since their first visit to the website The number of days ago and day ranges in which visitors have accessed the website Comparison of identical/similar statistics over multiple periods (trend analysis) The number of new and returning visitors, where new indicates the visitor accessed the website for the first time on a particular device and returning visitor indicates that visitor had already accessed the website 	X	

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
		using the same device		
17.6	Traffic statistics	Breakdown of visitor statistics by relevant marketing campaigns.	X	
17.7	Membership Statistics	Breakdown of Membership statistics by following: <ul style="list-style-type: none"> • Total number of members • Total number of new members • Number and percentage of members who have accessed the website • Total number of SMS sent to members • Total number of Newsletter or Notifications delivered to members • Total number of Newsletter and/or Notifications subscriptions • Average number of Newsletter and/or Notifications members subscribed to • Total number of new Newsletter and/or Notifications subscriptions • Total number of change in Newsletter and/or Notifications subscriptions 	X	

18 Performance, Billing and Management

Service Continuity

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
18.1	MoT Monthly Invoice	Workbook containing service details for the billing month, charts and tables. See more details of Billing Requirements in Section 7.	X	X
18.2	MoT KPI	Summary of KPIs listed in Section 7 and actual performance results against these targets.	X	X
18.3	Change Requests and Outages	Summary table of change request implementation and service outages.	X	X
18.4	ITIS Data Load	Summary table of data loads to the MODB.	X	X

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
18.5	Call Charges from Communications Service Provider	Call Centre Communication costs as charged to the line extensions served by ITIS (IVR and ACD).	X	X
18.6	Direct Number Reports from Communications Service Provider	<p>Breakdown of all calls by Infoline, CFS and Minister's hotline call transaction types with following information:</p> <ul style="list-style-type: none"> • Calls offered • Calls answered • Calls answered within the Grade of Service • GOS % Point • Total delay time • Max delay • Abandoned post-ran • Total time to abandoned post-ran • Calls abandoned below and above the GOS time limit • Max abandonment time • Difference between forecasted and actual calls in numbers and as a percentage of actual calls • Average Handling Time • Calls abandoned in numbers and as a percentage of all calls • Average On Hold Time 		
18.7	Quality	<p>Report analysing:</p> <ul style="list-style-type: none"> • Accuracy of information provided • Completeness of information provided • Degree of comprehension of Customer query • Level of Customer service • Level of adherence to procedures 	X	--
18.8	Automated User Sessions	Graph to compare automated transactions in Internet and IVR vs. Call Centre Agent assisted transactions.	X	--

No.	Report	Report Requirements and Parameters	Report Period	
			Monthly	Billing
18.9	Service Reduction	Identifies the service reduction items resulting due to unmet KPI parameters and outlines them according to individual KPI measurement periods (e.g. daily or monthly). See more details of Invoicing Requirements in Section 7.	X	X

19 Performance Monitoring

- 19.1 The Contractor is required to include the following performance monitoring facilities for use by the Principal and participating Agencies.
- 19.1.1 Call Centre Agent-like access by the Principal and participating Agency personnel as if the person was a Call Centre manager.
 - 19.1.2 Direct monitoring of service performance by the Principal and participating Agency personnel by means of the reporting procedures and auditing processes agreed under the Contract.
 - 19.1.3 Performance monitoring through Customer audits, suggestions / compliments / complaints of the service and "Mystery Shopping" audits conducted through independent contractor appointed by the Principal.

Appendix E: Related Projects

1.1 Operational Spatial Database (OSD)

1.1.1 Background

The NSW Ministry of Transport (MoT) has a key role in transport planning, the development and approval of routes and associated information (e.g. timing, service levels etc.) and the coordination of data between transport stakeholders. An essential component of this role is the provision of accurate operational data.

The requirements of PTIPS, 131500 Transport Infoline and the Electronic Ticketing project have created a vastly increased need to share operational transport data. Much of this information, such as schedules and timetables information, originates with operators, and has historically been passed to the Ministry or other agencies for purposes such as approval of changes, trip planning, network and strategic planning. The processes that were originally developed to meet these requirements were not highly automated.

The OSD project has been initiated to provide a robust, central store of shared information within the Ministry and to facilitate efficient data exchange and maintenance.

1.1.2 Impact

The goals of the OSD project are:

- To provide the Ministry with a centralised transport data repository for the collection and management of transport data, comprising route, timetable and spatial and non-spatial data that services the needs of the Ministry and external stakeholders
- To develop a standardised approach for access, storage, management and distribution of transport data
- To provide a uniform approach for transport operators to provide operational data
- To implement the changes to route data in a timely and cost effective manner

The achievement of these goals will provide the following benefits:

- A centralised supply of transport data from all types of transport modes, servicing a set of core internal and external applications, ensuring that consistent and up-to-date data is available to specific consumers e.g. PTIPS (RTA), Infoline (131500) and provide for future Integrated Ticketing

- The ability to enforce data storage standards e.g. naming conventions, integrity of all transport data, and greater accuracy and validity of transport data
- The ability to capture and exchange data with other agencies/entities including bus operators, rail, ferries, light rail and other sources
- Compliance with the MoT's business rules providing:
 - a consistent view of data
 - more comprehensive reporting/querying on data
 - greater ability to perform data analysis
 - greater ability to monitor performance
 - effective transport planning
 - more effective management of transport contracts
 - maintenance of MoT information security standards

1.1.3 Timeframe

Establishment of the OSD technical solution is scheduled to be delivered by 1 July 2009. To meet the Ministerial commitment, STA and one Private Bus Operator's data will be stored in the Operational Spatial Database as a minimum by this date.

1.1.4 Technical details

The Operational Spatial Database is a blend of Java and ArcGIS (ESRI) technologies with an Oracle backend.

1.2 Transport Operations Data Interchange Specification (TODIS)

1.2.1 Background

The purpose of this project is to describe a standard data interchange format to be used to transfer spatial and timetable data between various public transport database applications such as TND (Transport Network Database), PTIPS (Public Transport Information and Priority System), ITIS databases, and TODIMS (Transport Operations Data Import and Maintenance Utility). The primary usage of the TODIS is for the transmission of data into and out of the OSD.

Having a standard database interface specification will assist in simplifying design and development activities for related applications, in terms of their integration with

external sources. This interchange format will offer a specification of how each application can export their data so that it can be understood and imported by the OSD tools.

Although the TODIS as a specification will continue to evolve over time, the RTA, MoT and PTTC have agreed to use it to define a single and universal data interchange format for data shared between various applications and the OSD.

Defining such a specification as an XML schema definition (XSD) will allow a user to easily verify whether or not any data conforms to it.

1.2.2 Impact

It is anticipated that the transfer of all transport related data that is held in the OSD between interested parties can be executed using TODIS. This will impact on the delivery of transport data to the ITIS systems and from the ITIS systems. It is anticipated that the delivery of data to and from ITIS will gradually move to the TODIS as the associated transport agencies put in place data transfer mechanisms for this specification. The take-up of TODIS as a data-transport definition is expected to occur on a per-agency basis.

However, agencies' business needs and technological requirements will continue to develop in the future and it will be necessary to allow for other common standard data exchanges to be introduced and operating at the same time.

1.2.3 Timeframe

TODIS is being implemented as part of the OSD project. As such, data transfers for the STA and one PBO will be executed using TODIS from July 1, 2009. The OSD and TODIS operations will then be extended to other agencies on a yet to be determine delivery schedule.

1.2.4 Technical details

A full definition of the TODIS will be available once the specification is finalised.

1.3 Ferry Operations and Customer Information System (FOCIS)

1.3.1 Background

The travelling public in Sydney have increasing expectations of information delivery driven by the growing use of information technology across all aspects of life. The provision of real-time information through a number of readily accessible channels is becoming the norm. Organisations that provide vital services like transport are increasingly expected to be able to provide quality information.

Based upon feedback from customers, Sydney Ferries Corporation has identified that the quality of customer information currently provided is inadequate. This lack of good information causes confusion and results in complaints. At the same time the Disability Discrimination Act 1992 (NSW) requires Sydney Ferries to provide equal access to travel information for visually and hearing impaired customers.

The day-to-day management of the ferry service is undertaken by Ferry Controllers and, in order for them to deliver an effective, high level of service, they need high quality and timely information about the current performance of the individual services.

There have been instances where, due to both temporary timetable changes and Masters not being familiar with services they are operating, ferries have missed scheduled stops, or stopped when they shouldn't have. Masters need real time visual display of their scheduled stops with ready visibility of their progress vis-à-vis the time tables schedule. Controlling Officers need to be able to change the vessels scheduled stops at short notice with real time update of the change on the display in the wheelhouse. This information is not currently available.

As a result of these business drivers, Sydney Ferries Corporation wishes to improve the quality and reliability of operational information pertaining to ferry services delivered to both its Customers and its managers by way of the Ferry Operations and Customer Information System (FOCIS) Project.

The Ferry Operations and Customer Information System (FOCIS) will implement the infrastructure, computer hardware, software and other necessary components required for the automated delivery of accurate, high quality Customer service information in real-time.

The information will include route details and actual departure and arrival times, together with both routine and ad-hoc service messages. This information will be available via audio and video channels at Customer boarding points, onboard the ferries themselves and in the Sydney Ferries control room.

Sydney Ferries will be working with Thales Australia to implement FOCIS.

1.3.2 Impact

Potential real-time feed to ITIS for running time and stop sequences for ferries.

1.3.3 Timeframe

The current, forecast timeline is for FOCIS to be implemented in the first quarter of the 2010 calendar year.

1.3.4 Technical details

It is anticipated that any data feeds from FOCIS will be available to ITIS using TODIS.

1.4 Public Transport Information and Priority System (PTIPS)

1.4.1 Background

The PTIPS provides monitoring of transit vehicle movement against timetable, provision of traffic signal priority and displaying estimated arrival times at transit stops and transit interchanges. The monitoring component of the system is being achieved through GPS locaters that are being fitted to buses. The location of a bus at a particular time is compared to the allocated timetable for the route that the bus is travelling to determine if the bus is proceeding along the route within acceptable time parameters. If the bus is falling outside the parameters - running late - traffic signals along the route may be altered to provide the bus with priority through the signals to bring its travel time back in line with the route timetable.

The arrival times of buses to stops and interchanges along the routes will be made available to Passenger Information Display Systems (PIDS) and to ITIS. The published arrival times will be based on actual events rather than the static timetables for the routes.

1.4.2 Impact

The PTIPS will be able to provide real-time data to ITIS for running times of buses.

1.4.3 Timeframe

The initial pilot of the system is currently underway with STA buses on the Northern Beaches currently fitted with PTIPS devices. These devices are operational. The approximate timeline is to have PTIPS devices installed into all STA buses by December 2009. PBO buses will then follow throughout 2010.

The systems to capture the bus locations and perform the timetable comparisons are in place and operational.

1.4.4 Technical details

It is anticipated that any data feeds from PTIPS will be available to ITIS using TODIS.

1.5 Passenger Information Display (PID) for STA buses

1.5.1 Background

Several different systems and mechanisms are currently in place for displaying information at bus stops. This information includes details such as the next bus

due at the stop, how many minutes until the next bus arrives and the bus route of the next services.

It is planned that all data for PIDs will be drawn from the PTIPS system in the future.

1.5.2 Impact

The current PID feed that is drawn from the ITIS MODB will no longer be required.

1.5.3 Timeframe

There is no published timetable for the delivery of this project at the time of release of the Tender.

1.5.4 Technical details

There is no technical information on this project that is relevant to this Tender.

1.6 Electronic Ticketing System (ETS)

1.6.1 Background

The NSW Government is seeking expressions of interest from the private sector to find a suitably qualified and experienced group to partner with us to deliver an Electronic Ticketing System for Sydney. It is currently envisaged that the proposed electronic ticket will:

- Enable passengers to use a contact-less smartcard as a multi-modal ticket
- Replace cash by storing value on the smartcard electronically
- Operate on a tag-on/tag-off principle
- Support distance-based fares with the capacity to vary fare levels according to customer type, time of day and travel frequency.

1.6.2 Impact

The manner in which fare information is provided to ITIS will most likely change as an outcome of the ETS project. The details of such a change will not be available until the delivery project has commenced and defined the mechanism and structure for providing fare data to ITIS.

1.6.3 Timeframe

It is currently forecast that the delivery project for an electronic ticketing system will commence in 2010. The actual implementation of components for a system will depend on the requirements of the delivery and the duration of associated development activities.

1.6.4 Technical details

There is no technical information on this project that is relevant to this Tender.

1.7 Cycle travel options

1.7.1 Background

The RTA is currently compiling the details of all cycle paths in Sydney in a format that can be stored electronically and be used for mapping presentations. The locations and routes of cycle paths is considered to be a key piece of data that will enable the inclusion of cycling in the travel-mode options of the ITIS trip planning engine.

1.7.2 Impact

The trip planning engine may be required to integrate cycling as a component of a multi-mode trip. This will require the display of cycle paths on the journey map for any trip request that includes a cycling leg.

1.7.3 Timeframe

June 2009 is the current timeline for the RTA to have captured all cycle paths in an electronic mapping format. There is currently no timeline for further integration of cycling into the trip planning engine of ITIS as a transport mode.

1.7.4 Technical details

It is anticipated that any data feeds from the RTA regarding cycle options will be available to ITIS using TODIS.

1.8 GOOGLE TRANSIT

1.8.1 Background

The NSW Government has an interest in promoting the use of public transport services by providing reliable and up to date information to the public via a number

of different channels (see Part F of this RFT). This Request for Tender seeks to put in place an outsourced services arrangement to continue and enhance the current transport information services via the 131500 web site and call centre.

From time to time, the Ministry of Transport has been approached by other organisations outside of the public transport system seeking the right to provide public transport information services via their own information delivery channels. In 2007, an approach was received from Google seeking to incorporate NSW public transport information within the Google Transit service.

In the context of discussions with Google regarding their proposal, Google was provided with access to a limited set of NSW public transport data for a strictly limited period of time in order to allow Google to prototype the use of that data in Google Transit. The prototype was demonstrated to NSW transport agencies.

The Ministry of Transport made the decision not to pursue the option of a data sharing arrangement with Google at the time, preferring to engage the market formally through the current Tender process in order to determine the most effective platform for distribution of public transport information to the people of NSW.

This decision does not reflect in any way on the potential for establishing data sharing arrangement with third parties in the future, and should not be interpreted as a commentary on the Google Transit service. In Part F Section 1 Clause 9 of this RFT, the Ministry of Transport reserves the right to engage with third parties in the future to facilitate appropriate access to public transport information for the people of NSW.

1.8.2 Impact

Contractors are required to respond to the requirements in clause 9 of Part F Section 1 in relation to third party service providers.

Information of the type made available to Google in 2007 will also be made available to organisations that are interested in responding to this Request for Tender.

1.8.3 Timeframe

All discussions relating to the potential for cooperation with third party information service providers have been suspended pending the result of the ITIS Procurement.

1.8.4 Technical Details

There is no technical information on this project that is relevant to this Tender.

1.9 RailCorp timetable system update

1.9.1 Background

RailCorp is updating the systems that are used for developing and publishing the rail network timetables. The RailCorp vision is to implement an integrated, seamless electronic timetable distribution and management system that supports the integrated train and bus timetables and allows downstream users to connect to the timetable distribution system.

RailCorp expects to achieve the following outcomes:

- Standard timetable exchange format for all applications and business functions
- Connection adaptors for key systems and business processes requiring timetable data using current standard format
- Automated operational reports

The updated timetable system is to be a strategic platform for:

- Providing rich, accurate information for downstream systems that wish to adopt the new format
- An efficient single and accurate source of truth electronic timetable information
- Enhanced electronic processing of daily working timetable using the business rules engine
- Single source timetable production and products means reduced errors, confusion and checking
- Improved responsiveness to timetable changes and changed working

1.9.2 Impact

Once the new timetable system is implemented, the method by which ITIS extracts timetable data for the rail network can change. ITIS currently connects to a database at RailCorp and executes a query to extract the required timetable data. This method will remain however there will be new opportunities to extract not only the existing data but potentially enhanced data that may be applicable ITIS. The specific details of how the rail timetable data will be presented including the data format and access method will be provided as the RailCorp project progresses.

1.9.3 Timeframe

RailCorp is currently aiming to have the updated timetable system operational by December 2009.

1.9.4 Technical details

The technical details of the updated timetable system and its associated interfaces is not available at this time. The information that has been provided is that any data interfaces are likely to comply with published transport data standards such as Transmodel, TransXChange and others.

1.10 Satisfy Upgrade

1.10.1 Background

The NSW public transport sector currently relies upon two different software tools to manage customer feedback (see Part F Section 5 for more information). One of these products, Satisfy 4, is used by the 131500 call centre to capture customer feedback on Sydney Buses, RailCorp, Sydney Ferries and private bus services across the metropolitan area.

The vendor of the Satisfy 4 product has advised users of the product that Satisfy 4 has been replaced by a new generation system called Casework. Once the Casework product has been released, the vendor is encouraging all users of Satisfy 4 to plan for a migration to the Casework product (under terms and conditions which are proposed to be favourable to the current users of Satisfy 4). Ultimately, support for the Satisfy 4 product will be wound back.

The agencies that currently use Satisfy 4 have established a collaborative review project to assess the impact of the proposed upgrade.

The review project will follow a number of stages, and will run in parallel with the ITIS procurement activity. The project will assess the proposed upgrade in the following stages:

a) Initial Impact Analysis - a paper based assessment of likely impacts across the subject agencies, including an assessment of compliance with strategic business requirements (high level assessment), costs, risks and likely timetable for the upgrade to be implemented. The review will not proceed to the next stage unless the agencies are satisfied that the impact identified in this stage is manageable and offers acceptable value for money.

b) Compliance Assessment - a review of the Casework product against the agreed business requirements for customer feedback systems (detailed assessment). At the end of this review, the impact analysis will be updated with any changes to the impacts identified in Stage 1. The review will not proceed to

the next stage unless the agencies are satisfied that the impact identified in this stage is manageable and offers acceptable value for money.

c) Proof of Concept - the vendor will be asked to configure and demonstrate a working version of the Casework solution tailored to the business needs of the agencies. At the end of this review, the impact analysis will be updated with any changes to the impacts identified in Stage 2. The review will not proceed to the next stage unless the agencies are satisfied that the impact identified in this stage is manageable and offers acceptable value for money.

d) User Acceptance Testing - the vendor will be asked to deliver a fully working version of the new Casework System, configured and tested to meet agency requirements, with all required data converted. The agencies will then undertake formal User Acceptance Testing of the solution. During testing, the impact analysis will be updated with any changes to the impacts identified in Stage 3. The project will not proceed to implementation unless the agencies are satisfied that the impact identified in this stage is manageable and offers acceptable value for money, and that the system is ready for implementation.

1.10.2 Impact

The Satisfy 4 Upgrade assessment will be conducted in parallel with the ITIS Procurement Project.

Should the Satisfy 4 upgrade be rejected at any stage, then the results of the tender evaluation will be used to determine an appropriate replacement for Satisfy 4 in the short term.

Should the Satisfy 4 upgrade proceed to full implementation of the Casework product, then the results of the tender evaluation will be used to determine an appropriate potential replacement for the Casework product in the medium to long term.

1.10.3 Timeframe

It is expected that the Satisfy 4 upgrade review will be commenced in early 2009 and run throughout calendar 2009. If the upgrade to Casework is rejected at any stage, the project may terminate earlier in 2009.

1.10.4 Technical Details

There is no technical information on this project that is relevant to this Tender.

Appendix F: Glossary

The following terms are used throughout this Specification. For terms relevant in the contractual / legal framework please refer to “Part 3 - Dictionary” in the “Standard Terms & Conditions” of the Contract.

Term	Description
Agency	Means an organisation engaged in providing or representing other organisations providing public transport in NSW and participating in ITIS. These organisations are: <ul style="list-style-type: none"> • Bus Council of Australia (BCA – representative body of the Private Bus Operators) • State Transit Authority (STA – Sydney Buses, Newcastle Buses and Newcastle Ferries) • Sydney Ferries • RailCorp • Taxi Council
ACD	Automatic Call Distribution system - directs incoming calls to designated stations in a specified order
Call Avalanche	Sudden and dramatic increase in Voice Services' call volume against forecast that may result in approaching or exceeding maximum capacity of the IVR, queue slots and Call Centre Agent response
Call Centre	The call centre used for delivery of relevant ITIS Component Services to Customers via Voice Services
Call Centre Agent	A call centre operator who handles Customer enquiries at the Call Centre
Call Centre Response Services	The summary of all services delivered via the use of the Call Centre
CFMS	Customer Feedback Management System – used to register Customer Feedback regarding taxis
CFS	Customer Feedback System - used to capture, process and resolve Feedback regarding ITIS

Term	Description
CFS Call Centre Agent	<p>An authorised Call Centre Agent who can create Feedback records in the CFS on behalf of Customers</p> <p>An Agency may have its own Call Centre, where it employs its own CFS Call Centre Agents</p> <p>A CFS Call Centre Agent employed directly by an Agency will have access to Feedback records for his/her own Agency only</p> <p>A CFS Call Centre Agent employed by the Call Centre responsible for capturing Feedback records on behalf of all Agencies will have access to Feedback records for all Agencies (access level will be controlled according to Role and Permission associations)</p>
Charge Reduction	Reduction, calculated according to “Reduction in Service Charges” in Appendix A of Section 7, applied to relevant Service Charges when a Tier-1 KPI item is not met
Change Control	As defined in Clause 4.2 of Section 6
Change Management	As defined in Clause 4.2 of Section 6
Change Request	As defined in Part 3 - Dictionary of the Contract
Changed Transport Conditions	Unplanned transport service interruptions such as road traffic incidents or rail line disruptions
CMS	Content Management System
Community Languages	English, Arabic, Chinese, Greek, Indonesian, Italian, Japanese, Korean, Russian, Spanish and Vietnamese
Component Service	A generic expression for any of the services provided under the Contract (eg Voice Service, Internet Service, Customer Feedback, Trip Planning)
Contract	Integrated Transport Information Services Agreement
Contractor	As defined in Part 3 - Dictionary of the Contract
Contract Administrator	A Principal nominated person assuming the contract administrator role for ITIS
Contract Manager	A Principal nominated person assuming the contract administrator role for ITIS

Term	Description
Country Transport Information	A section of the Transport Infoline website providing information on transport services in over 470 towns and centres across country NSW - including rail, coach, bus, taxi, hire car and community transport services outside the Sydney, Newcastle and Wollongong metropolitan regions
Customer	Any member of the public using ITIS to exchange information
Customer Feedback Services	An ITIS Component Service providing the relevant systems and processes for handling Feedback
Data Centre	The data centre where all relevant ITIS Component Services are hosted
Data Sources	The origins of data for ITIS. In most cases they are located at the transport Agencies providing timetables, locations, routes, etc for ITIS services. More details can be found in Section 8, Appendix F
Disaster	An unplanned event / incident that prevents access to the required ITIS Component Services beyond a tolerable period
Disaster Recovery	Return of the ITIS Component Services, impacted by a Disaster event to an operational state
Emergency Response	Scenarios to deal with major disturbances in the transport network or with the contractor's resources
Feedback	Feedback received from Customer such as criticism, complaints, suggestions, praise or special queries not catered for by other Component Services
FOCIS	Ferry Operations and Customer Information System
Hours of Operation	The hours of operation of an ITIS Component Service
IDA	Interface Dependency Agreements, specifications of data interfaces
IDS	ITIS Data Support
Incident	An unplanned common issue that may affect substantial number of Customers, possibly different modes of transport and across multiple areas of the business Incidents are reported to relevant Agency offices. They may have a short lifespan only
Infoline	131500 transport information line

Term	Description
Interchange	This is a specific transport hub where multiple transport modes come together and passengers are able to change from one mode to another without long walking distances. They are often combining a major railway station, several bus lines and shopping facilities
Internet Services	An ITIS Component Service delivering information services via the use of Internet, which also acts as a delivery channel for other ITIS Component Services such as Trip Planning and Customer Feedback Services
IT	Information Technology
ITIL	Information Technology Information Library - documentation of best practices standards for IT Service Management
ITIS	Integrated Transport Information Service, the collection and cooperation of all services specified in this Tender
ITIS Coverage Area	The areas of NSW identified on a map, in which Agencies provide public transport services
ITIS Equipment	Hard and Software currently used to provide the ITIS services is listed in Section 8
ITIS Website	www.131500.com.au website
IVR	Interactive Voice Response; is a phone technology that allows a computer to detect dialled numbers via touch tones or spoken commands using a normal phone call. The IVR system can respond with pre-recorded or dynamically generated audio to further direct callers on how to proceed or providing the caller with the answer to a query.
KPI	Key Performance Indicator; meaning an indicator that is used to measure performance of the Contractor under the Contract. The actual values and applicabilities are specified in Section 7
Next Service	A particular ITIS transaction offered via the call centre IVR or as an operator assisted service. By entering the Transit Stop Identifier and the Transport Service route, the system responds by quoting the time, the next Transport Service on this route is expected to arrive at this location
Management Committee	As defined in Part 2 Clause 11.2 of the Contract
MODB	This is a database currently used as the central repository holding all transport data. It is fed by the Agency provided Data Sources and it then supplies the various ITIS functions like trip planning, etc. More details can be found in Section 8, Appendix F

Term	Description
PABX	Private Automated Branch Exchange, part of the telephone network commonly used by call centres and other organisations. It allows a single access number to offer multiple lines for outside callers while providing a range of external lines to internal callers or staff
Parties	The parties to this Contract, the Principal and the Contractor
Performance Manager	A Principal or Agency nominated person who has access to ITIS reporting services
Problem Management	As defined in Clause 6.3 of Section 6
PIPP	Payment Implementation and Project Plan as defined in Part 3 - Dictionary of the Contract
PTIPS	Public Transport Information and Priority System
Rail Table System	A computerised system of time tables and routes for trains in NSW. This information is transferred to ITIS and forms the basis for trip planning and answering time table queries
Registered Customer	A Customer who has registered with ITIS Membership system
Route / Line	Travel path that consists of multiple Transit Locations and connected by buses, ferries or trains
Service Charge	Fees for the services provided due under the Contract
Service Continuity	A fundamental requirement by itself but composed of many detail requirements to ensure that the present ITIS Services continue without interruption and without degradation under a new Contract
Service Enhancement	The Specification identifies a number of specific requirements to improve ITIS Services. Generally, service enhancements must not result in a deterioration of any customer experience, efficiency or performance of a service
SMS	Short messaging system used within mobile phone networks
Soundex	A phonetic algorithm for indexing names by sound, as pronounced in English. The goal is for names with the same pronunciation to be encoded to the same representation so that they can be matched despite minor differences in spelling

Term	Description
Special Event	<p>A planned event that may affect substantial number of Customers in many areas and possibly different modes of transport</p> <p>Special Events are planned ahead and the majority of Customers are made aware of such Special Events</p>
Specification	Tender requirements specifications documented in through Section 1 to Section 10 of Part F
Sponsor	The Project Sponsor is accountable for the overall success of the project with responsibilities for budget, scope and schedule; promoting the business benefits throughout the organisation and ensuring that the project is consistent with the strategic, tactical and operational goals of the organisation
Stakeholder	Principal, Agencies and all other organisations that have an interest and/or involvement in providing ITIS. The stakeholders are nominated by the Principal
Subscription	This is a service available to Customers to register interest and receive regular information about changes to this registered interest
TDC	Transport Data Centre
Tender Response Forms	Refers to Response Forms contained in Part C of this RFT
Term	As defined in Part 3 - Dictionary of the Contract
Transit Location / Transit Location Identifier	A bus stop, ferry wharf or a train station name or unique number (TSN)
Transit Network	The complete system of the routes pertaining to all means of transport available in NSW, made up of the network particular to each mode of transport
Transition In	The initial phase of the project implementing ITIS under a new Contract. It includes configuration of new system, migration of existing records to the new systems, setting up work procedures and production of manuals, training of staff
Transition Out	The phase under the contract when some or all services will be handed over to another operator or terminated. This includes complete documentation, exporting of data related to the service(s) transferred or terminated.
Transport Data	Includes all records with transport related data of relevance to ITIS (time tables, fare tables, routes, transport locations, etc)

Term	Description
Transport Service	Public transport services provided by the Agencies
Trip Planner	A computerised system allowing a Customer to schedule trips on public transport, The system works with Customer specified criteria and is using time tables and other official records provided by the Transport Agencies
TSN	Transit Stop Number (STA specific)
Visitor	Synonym for Customer, used in a web site context
Voice Services	An ITIS Component Service delivering information services via the use of the Call Centre including the IVR, which also acts as a delivery channel for other ITIS Component Services such as Trip Planning and Customer Feedback Services

Section 2

Trip Planning Services Requirements

1 Overview

- 1.1 The Contractor is required to provide a solution meeting the Trip Planning Services requirements both for Service Continuity and Service Enhancements. The Trip Planning Services are delivered via the Internet and Voice services, therefore it should be read in conjunction with:
- a) The Common Service Requirements specified in Section 1
 - b) The Internet Services specified in Section 5
 - c) The Voice Services specified in Section 4
 - d) The KPIs specified in Section 7
 - e) The technical, data and support services specified in Section 8
- 1.2 For the purposes of ensuring Service Continuity, the Contractor may choose to continue to use the existing Trip Planner delivered via Internet and Voice services, or to substitute with another trip planner that meets the requirements specified herein.
- 1.3 The Trip Planner used on the website is IPTISNet from Jepessen, a subsidiary of Boeing. The software is licensed directly from Jepessen via a separate deed of agreement to the prime contract, which survives the prime contract.
- 1.4 The IPTISNet uses Mapinfo for geospatial data and map display
- 1.5 The Trip Planner currently used in the Call Centre is HASTINFO, from Hastus. The Contractor should describe the trip planner they propose.
- 1.6 If the Contractor requires that a new Trip Planner be implemented in order to support Service Continuity, then the Contractor should:
- 1.6.1 Specify all the assumptions, costs and timeframe implications of this approach, including measures to ensure the ongoing provision of all required support services.
 - 1.6.2 Clearly identify all risks and risk mitigation strategies (and associated costs) required to ensure the Service Continuity using this approach.

- 1.7 If the Contractor requires that the existing Trip Planner be retained in order to support Service Continuity (either on a short or long term basis), then the contractor should:
- 1.7.1 Specify all the assumptions, costs and timeframe implications of this approach, including measures to ensure the ongoing provision of all required support services.
 - 1.7.2 Clearly identify all risks and risk mitigation strategies (and associated costs) required to ensure the Service Continuity.

2 General Requirements

Service Continuity

Except where specifically stated otherwise the requirements listed in this clause are common for:

- Service Continuity
- Service Enhancements

As well as across the delivery channels:

- Voice Services
- Internet Services

- 2.1 The Contractor should describe their process used to identify data conflict issues.
- 2.2 The Contractor should resolve identified data conflict issues according to Problem Management processes set out in Section 6.
- 2.3 The Trip Planner should allow Customers and Call Centre Agents to locate addresses rapidly and to see how to get from point A to point B using public transport. Alternative routes should be suggested depending on the Customer's particular needs and preferences: for example, some people want the quickest overall route while others wish to minimise walking.
- 2.4 The Trip Planner served via the Internet Services should be accessible via an Internet browser without installation of client side application software other than standard browser add-ons.
- 2.5 Call Centre Agents and Customers (accessing the Internet Services) should use the same data source and algorithms when performing Trip Planning queries, where Call Centre Agents may use a specialised interface for fast navigation using keystrokes.
- 2.6 The Contractor should explain if they provide Call Centre specific interfaces and how such interfaces meet the specific needs for high

productivity of Call Centre Agents. The Contractor should propose and explain the features.

- 2.7 The Call Centre Agent, using the Trip Planner, should be able to provide route suggestions and alternatives to allow for certain Transit Locations and routes / lines being preferred over others by a Customer for security or other reasons.
- 2.8 All query results should be presented using a coloured map based on graphical format that shows city streets, bus stops, bus and train routes, train stations and ferry wharfs.
- 2.9 The Trip Planner should:
- 2.9.1 Accept and process the timetable and route information from multiple data sources, including the legacy systems HASTUS and MODB. Detailed information about data sources and processes is available in Section 8.
 - 2.9.2 Provide a facility to input or update the timetable and route information manually, in which it is possible to define all timetable and route data including but not limited to standard frequencies, hours of operations and/or timing points of particular Transport Services.
 - 2.9.3 Manually entered timetable and route information as per Clause 2.9.2 should be used to:
 - a) either provide an interface to transport service providers without a computerised scheduling system or
 - b) or make quick and efficient corrections to existing timetable and route data
 - 2.9.4 Ensure that all trip plans are generated according to the timetable and route data processed as per Clauses 2.9.1 and 2.9.2, or other sources as appropriate.
 - 2.9.5 Ensure that all trip segments for all modes of transport are shown on the maps. The routes must be realistic and as accurate as possible, where:
 - a) Maps displayed to be in the format of a street directory
 - b) Bus travels to follow the road network of the known routes for the selected services
 - c) Train travels to follow the rail network of the known routes for the selected services
 - d) Ferry travels to follow the channel paths of the known routes for the selected services
 - e) Walking travels to follow the most optimal walking paths available for the selected route, where traffic

lights, pedestrian crossings and restricted road crossings are taken into consideration

- 2.9.6 Have no architectural limit to size of the area covered or the complexity of a reasonable transit network. If there are limits, please explain.
- 2.9.7 Group landmarks by types of places of interests (e.g. hospitals, schools etc.) and municipality.

Service Enhancements

The following are Service Enhancements requirements, and are not required for Service Continuity.

- 2.10 Overall usability of the Trip Planner, including but not limited to entering journey parameters and presentation of the results should be easy to use and user friendly. The Contractor is required to provide detailed information on usability best practices and guidelines they follow.
- 2.11 The Trip Planner should:
 - 2.11.1 Include 'Soundex' feature for English language to help locate misspelled street or locality names; the Trip Planner should support entering partial street or suburb names and in such cases the closest matching results are listed in a confirmation list for the Call Centre Agent or Customer to pick from.
 - 2.11.2 List all streets with a common name to help in searches (for example, 1st ST may be 1st ST North and South or First Street, and re-occur in several localities).
 - 2.11.3 Calculate fare information based upon the Agencies' fare structures.
 - 2.11.4 Print maps and itineraries for Customers, complete with ITIS logo.
 - 2.11.5 Define and name entrance locations to underground or large stations or major interchanges with multiple entrances (e.g. Central Station, Chalmers Street Exit).
 - 2.11.6 Specify direct walking instructions and distances accommodating tunnels, foot bridges etc. between Transit Locations such as bus stops, train stations, ferry wharfs etc.
 - 2.11.7 Give walking itineraries which include information on pedestrian tunnels and walkways.
 - 2.11.8 Record the entire trip planning query parameters for the purposes of demand analysis.

- 2.12 Call Centre Agents should be able to provide a trip plan itinerary summarising the instructions, map references and other related information to Customers needing directions on how to get to or from the nearest Transit Locations and the locations of the nearest ticket agents.
- 2.13 The Contractor should support connectivity to automatic vehicle location systems, to update schedules or trip plans in real-time. Related information systems for Sydney Buses and Sydney Ferries are currently under development (see Part F – Overview, Related Projects).
- 2.14 The Contractor should state their experience and suggestions as to how to integrate and incorporate additional known conditions, such as actual service disruptions or actual vehicle locations or delays into the calculation and presentation of trip planning results.
- 2.15 The Contractor should explain if and how the trip planning information can be shared with third party service providers in a security conscious environment by:
 - 2.15.1 Integrating Trip Planner functionality into third party systems.
 - 2.15.2 Enabling settings of trip planning preferences (e.g. location, arrival date & time for Special Events etc.) by the requesting third party systems.
 - 2.15.3 Retaining branding information for third parties, including optional co-branding on enquiry and results pages.
- 2.16 The Contractor should explain if and how the Trip Planning Services can share the trip planning data, for one or many of the modes of transport in an agreed format, with third party systems, where the data is downloaded and used to perform offline trip planning queries using proprietary trip planning engines.
- 2.17 The interfaces made available to third parties should be packaged in such a way that their implementation (subject to licensing and cost implications, if any) should require minimal input from or guidance by the Principal or the Contractor. The Contractor should describe:
 - 2.17.1 The way in which the interfaces will be deployed (e.g. use of iFrames or APIs).
 - 2.17.2 The process by which they will exercise control over the deployment of these interfaces, on behalf of the Principal.
- 2.18 The Trip Planner should support the ability to automatically specify some Special Events as destinations.

- 2.19 For Special Events, it should be possible to set up pre-configured trips with arrival time and destination location already set; similarly a pre-configured return trip with departure time and location, ready to be used by Customers.
- 2.20 The Contractor should provide an interface for management and maintenance of additional Transit Location information including but not limited to:
 - 2.20.1 Access point descriptions and icons
 - 2.20.2 Interchange descriptions, icons and maps
 - 2.20.3 Taxi rank descriptions, contact details and icons
 - 2.20.4 Facility and amenity descriptions and icons
- 2.21 The Contractor should provide an interface where third party systems or authorised external organisations are able to easily feed or input planned and unplanned traffic anomaly data that can affect one or many modes of transport services provided by the Agencies into the Trip Planner.

3 Entering of Trip Requests

Service Continuity

The requirements in this section are concerned with functionality for entering journey parameters.

- 3.1 The Trip Planner should be accessible via Internet Services and Voice Services delivery channels.
- 3.2 Both Internet Services and Voice Services are Customer driven, however trip planning enquiries via Internet Services are self serviced and trip planning enquiries via Voice Services are handled by Call Centre Agents.
- 3.3 The trip planning enquiries can be grouped as Basic and Full:
 - 3.3.1 For *Basic* trip planning enquiry, the Trip Planner should allow the inputting of following journey parameters:
 - a) *From* - Station, Bus Stop or Wharf, Place of Interest / School, Address
 - b) *To* - Station, Bus Stop or Wharf, Place of Interest / School, Address
 - c) *Leave After* or *Arrive Before* date and time
 - 3.3.2 For *Full* trip planning enquiry, the Trip Planner should allow the inputting of following additional journey parameters:

- a) *Transport Modes* – Regular Buses, Trains, Ferries and School Buses
- b) *Walk Speed* – Slow (2km/h), Normal (4km/h) or Fast (6km/h)
- c) *Trip Preference* – Shortest travel time, Trips with the least service changes or Trips with the least walking
- d) *Mobility Requirements* – including easy access/wheelchair accessible services

3.3.3 On submission of trip planning parameters, the Trip Planner should:

- a) Validate the input – the validation is done to ensure that the mandatory data is provided
- b) Where there is uncertainty as to the nature of the query, confirm the input - the confirmation is done by auto-suggesting missing parameters for the Customer or Call Centre Agent to select from

3.4 For all trip planning enquiries the Trip Planner should provide the ability to define landmarks or common departure and destination points.

Service Enhancements

3.5 To enhance the trip planning experience for Customers, the Trip Planner should provide further intelligent and responsive data input that enables the accurate specification of a journey's departure, destination or stop-over points as well as any travel limitations and preferences with minimum of key strokes or mouse clicks. The Contractor should describe the features of their solution that support this requirement.

3.6 It should be possible to specify departure and destination points alternatively by using a map and navigating to the locations by panning and zooming, and pointing/clicking at a departure and destination location on the screen.

3.7 If multiple locations match the search of a landmark or address, a list of all matching results should be presented for the Customer to select the preferred one. This list should not contain duplicates (multiple bus stops or train station entrances at more or less the same location) but rather offer the most appropriate option for the relevant departure, destination or interchange point.

3.8 The Customer should be able to set additional travel preferences, including but not limited to the following:

3.8.1 Give preference to the lowest cost for the entire trip.

- 3.8.2 Options supporting wheelchair access and lifts at departure, destination or interchange points, including descriptions of the facilities available on the service itself (conditional upon data being supplied in the correct format by Agencies).
- 3.8.3 Options to specify and identify park & ride and kiss & ride facilities at Transit Locations and interchanges.
- 3.8.4 Option to specify maximum walking distance acceptable to the Customer.
- 3.8.5 Options involving cycling, taxis or use of private cars for some of the total trip, including:
 - a) carriage of bicycles on transit vehicles
 - b) availability of and information about bicycle lockers
 - c) the option to use a bicycle, taxi or a private car for the entire journey
- 3.8.6 Ability to set a specific walking time to be used by the trip planner for walks in interchanges.
- 3.8.7 Ability to include or exclude pre-pay only services.
- 3.8.8 Ability to perform full trip plans by inputting suburb information only as the departure or destination points.
- 3.9 All initially loaded default preferences should be configurable.
- 3.10 Supporting return trips or follow-on trips should be made easy by not requiring to re-enter information already supplied (destination becomes departure point, etc).

4 Presentation of Trip Planning Results

Service Continuity

- 4.1 When displaying trip planning results, as per the Customer's specified journey parameters , the Trip Planner should be able to:
 - 4.1.1 Suggest the best routes in accordance with specified journey parameters and the shortest distance, least travel time, or minimum service change algorithms taking the time of day into account.
 - 4.1.2 Display the entire journey or each leg of the journey on a map with detailed street networks with accurate departure and destination points, locations by intersections, civic addresses, landmark names, and/or Transit Locations, routes and lines.
 - 4.1.3 Provide itineraries which include walking paths and distances.

- 4.1.4 Provide journey instructions for each leg of the journey in plain English detailing the departure and destination points with estimated times of departure and arrival, as well as times for journeys by mode of transport.
- 4.1.5 Describe inter-modal transfers including walking segments, where relevant.
- 4.1.6 Support the filtering of journey options by accessibility.
- 4.1.7 Support the displaying of alternative times, where the alternative times are available.
- 4.1.8 Easily update the time of journey and re-submit the trip planning enquiry.
- 4.1.9 Present trip segments as follows:
 - a) A reference / link to a location map or photographs (if available) of the departure, destination and transfer points of the segments
 - b) The transport mode, transport provider and route/line specific details (e.g. bus route number, train line etc.)
 - c) Specification of the departure and destination points (e.g. bus stop, street, intersection, train station, wharf, landmark etc.)
 - d) Departure, arrival and transfer times
 - e) Display the geographic map of the segment or the entire route on the screen
- 4.1.10 Indicate accessibility features of the Transit Locations, interchanges and services along the route.
- 4.1.11 Provide an option to plan a return trip for the current journey being viewed.
- 4.1.12 Support the planning of trips, noting that:
 - a) Bus routes may be different on return trips due to traffic conditions (e.g. one-way streets etc.)
 - b) Bus routes may vary by the time of day and weekday and holiday schedules
 - c) Bus stops may have special properties, such as set-down only or pick-up only
 - d) Bus stops may be designated as interchange points, for ticketing purposes, where the ticketing transaction from a previous service continues to be valid on a subsequent service

Service Enhancements

- 4.2 The following enhancements to trip planning results have been identified. The Contractor should indicate if and how they will meet the following requirements:
- 4.2.1 It should be possible to examine alternative trips by selecting any segments of the trip and/or the properties or features of the trip (e.g. times, park & ride, kiss & ride, taxi ranks, disability services etc. see 4.2.21 below).
 - 4.2.2 Suggest the best routes by the least fare cost and indicate fare costs by selected ticket type.
 - 4.2.3 When segments of a trip are presented, they should include as appropriate:
 - a) Making it clear if there are any travel restrictions (e.g. no bicycles etc.)
 - b) Display the geographic map of the segment or the entire route on the screen
 - c) Display details about the Transit Location or interchange, conditional of data being supplied in the correct format by Agencies
 - 4.2.4 Support the sorting and/or filtering of journey options by least travel time, least service changes, least fare cost, departure/arrival time, walking distances, travel modes and accessibility options.
 - 4.2.5 Provide detailed description of walking, cycling or driving segments, including turn instructions, parking instructions etc.
 - 4.2.6 Optionally display Transit Locations, interchanges closest to a given location, the routes that serve these stops and the service times at these stops.
 - 4.2.7 Optionally display any available details (e.g. Amenities, Station entry points etc.) about a Transit Location.
 - 4.2.8 Provide itineraries which include information on and distinguishes between walking, cycling and waiting times.
 - 4.2.9 Present alternative trip plans, sorted by the degree to which they match specified travel preferences. This is by default the shortest travel time at the time the trip is planned for.
 - 4.2.10 Where a journey involves changes of services the resulting trip description should explain if there are options as to where to change as indicated by the Agencies. This should also allow for complexity where one service turns into or combines with another or

continues as a different one without the need to change the train, vehicle or ferry.

- 4.2.11 Once a trip plan has been produced, it should be possible to easily update one or more of the journey parameters and re-submit the trip planning enquiry without having to re-enter the unchanged trip planning inputs.
- 4.2.12 Any current active service disruptions such as break downs, major delays, maintenance work should be shown as annotation against the trip segment in question.
- 4.2.13 The Contractor should explain if their trip planning solution is capable of utilising Changed Traffic Conditions in its scheduling. If so, the Contractor is required provide information on this feature and any pre-requisites or limitations.
- 4.2.14 When Trip Planning Services are accessed via the ITIS Website, the Trip Planner should remember the Customer's last five trip plans and be able to present them to the same Customer on future visits.
- 4.2.15 It is the Principal's intention to offer to corporate Customers the possibility to incorporate ready-made trip plans (queries and results) on their web pages. A visitor to such a web page should be able to execute the trip query for a given time and get the appropriate results for that personalised query.
- 4.2.16 The Customer should be able to:
 - a) Generate and forward the unique URL of a journey to his/her friends to an email address, or an account with one of the following Instant Messaging services but not limited to:
 - MSN
 - gtalk
 - Yahoo
 - ICQ
 - b) SMS the text based instructions to his/her friends.
 - c) Print, download or email the PDF version of the itinerary with or without maps based on the Customer's preferences.
 - d) Define an event by specifying its name, destination point, date and time and email invitation to friends by specifying their departure points, if known. When the link in the invitation itinerary is followed, the itinerary details should be presented to the user, where the default values can easily be overwritten.

- 4.2.17 All itineraries downloaded or printed using the trip planning engine should include the ITIS logo.
- 4.2.18 Complex interchange nodes may have their own maps or photographs or a navigable series of photographs (e.g. Virtual tours produced by stitching of multiple photos). The presentation of results should support this navigation by offering icons/links to these features.
- 4.2.19 The Trip Planner should include a fare calculator for all public transport modes. The input for the calculation should feed directly from the trip planning result. Customers should be able to set the fare parameters such that the correct fare is calculated (e.g. full fare, concession etc.).
- 4.2.20 Calculators should be provided for alternate travel (e.g. walking, cycling, taxi, private car etc.) indicating differences in:
 - a) calories used (either average or derived using in accordance to Customer's Height and Weight inputs)
 - b) carbon foot print by mode of transport
 - c) typical cost for a taxi ride or a private car (large, medium, small) to travel a given segment of a route or an entire route
- 4.2.21 Where provided by the Principal or the appropriate Agency the trip information should also contain and display appropriately the following information (to be available when displaying spider, journey or other maps):
 - a) Location and availability of car parking and taxi ranks near the start and end point of journey segments
 - b) Availability of access for people with disabilities or people with bicycles
 - c) Maps and other information about pedestrian paths, including plazas, parks, arcades, tunnels, footbridges etc. located near the departure and entry points of journey segments, where these maps should be made available as part of extended walking paths in the trip plan
 - d) Include links to web cameras and other live or slightly delayed traffic data where available for significant points along a route or journey segment to encourage the use of public transport
 - e) When available from third party providers, it would be desirable to show real time actual availability of parking or taxis at the respective facility

5 Reporting

- 5.1 The Contractor should meet the Trip Planning reporting requirements as set out in “Trip Planning” reporting requirements in Appendix D of Section 1.

Section 3

Customer Feedback Services Requirements

1 Overview

- 1.1 This Section describes the Customer Feedback Services requirements both for Service Continuity and Service Enhancements. The Customer Feedback services are delivered via the Internet and Voice services, therefore it should be read in conjunction with:
- The Common Service Requirements specified in Section 1
 - The Internet Services specified in Section 5
 - The Voice Services specified in Section 4
 - The KPIs specified in Section 7
 - The technical, data and support services specified in Section 8
- 1.2 For the purposes of ensuring Service Continuity, the Contractor should continue using the existing Customer Feedback System (CFS) in place as per information provided under the relevant “Satisfy Upgrade” heading in Appendix E of Section 1.
- 1.3 The Contractor should meet the Customer Feedback Services reporting requirements as specified under “Customer Feedback Services” heading in Appendix D of Section 1.
- 1.4 The Contractor should meet the Customer Feedback Services KPI reporting requirements as specified under “Performance, Billing and Management” heading in Appendix D of Section 1.
- 1.5 The Contractor must meet the KPIs for Customer Feedback Services as set out in Section 7.

2 General Requirements for Service Continuity

Except where specifically stated otherwise the requirements listed in this clause are common for:

- Service Continuity
- Service Enhancements

As well as across delivery channels including:

- Internet
- Voice

Critical Functions

- 2.1 The Contractor should capture and manage the Feedback emails and calls, including the Minister's Hotline calls using the CFS.
- 2.2 High First Customer Contact Resolution rates should be achieved in accordance with the relevant KPI set out in Section 7.
- 2.3 Feedback details should be recorded in the CFS and transferred to appropriate internal or Agency personnel (e.g. Transport Agency or Service Manager) with high accuracy.
- 2.4 The Minister's Hotline calls should be answered by first available CFS Call Centre Agent.
- 2.5 All Feedback about Agency services or the ITIS should be electronically recorded and it should be possible to generate Feedback reports. Both recording and reporting of Feedback must comply with guidelines set out in AS ISO 10002-2006 standards.

Procedures and Guidelines

- 2.6 The Principal must approve the procedures and guidelines developed by the Contractor for this Component Service.
- 2.7 Copies of the procedures and guidelines relating to this service should be housed in the library at the Call Centre.
- 2.8 Minor updates to the procedures and guidelines will be communicated daily to the Call Centre Agents.
- 2.9 Any major procedural changes should form part of the Change Control procedures and should be communicated via the Management Committee to ensure sign off is provided from the Principal.
- 2.10 Changes to procedures should be forwarded to the Call Centre in written format via the Principal's Contract Manager, except during Changed Transport Conditions, whereby changes will be accepted from the Agency Liaison Officer in charge.

KPIs

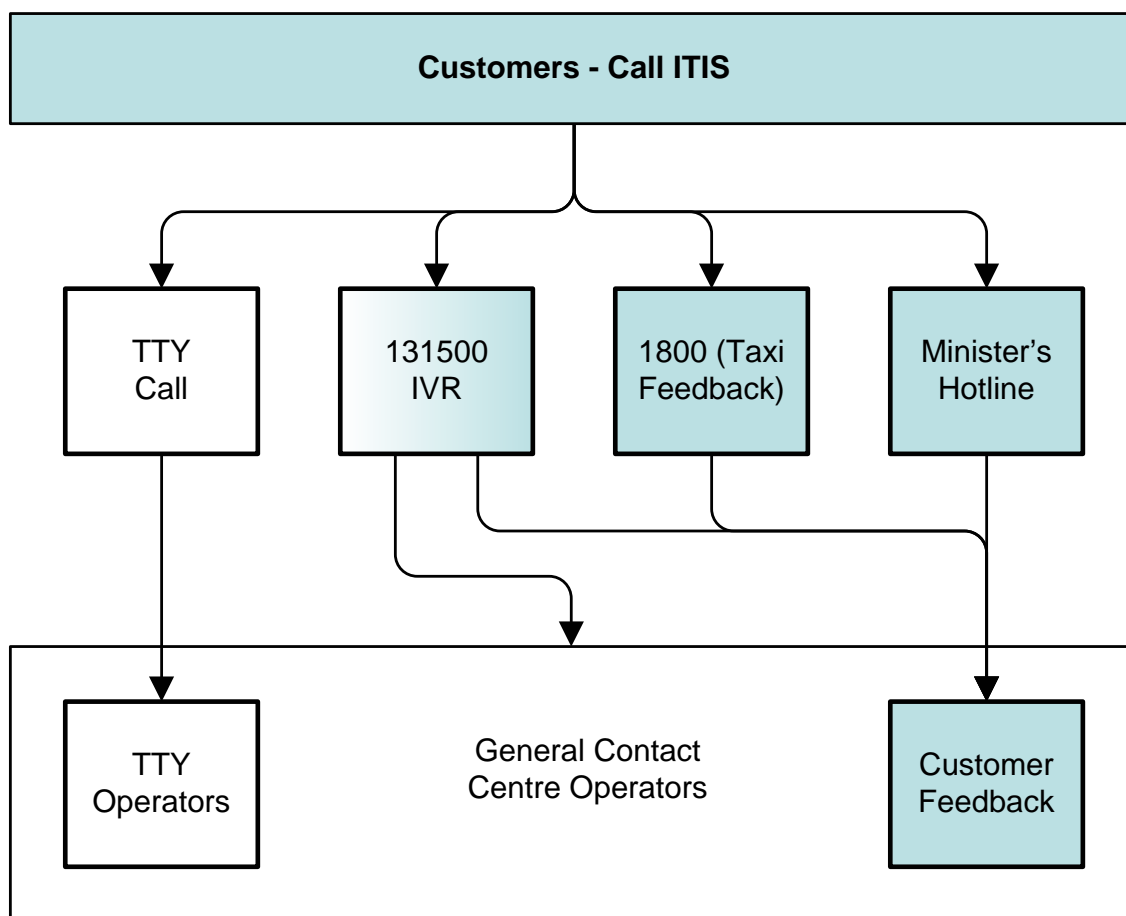
- 2.11 The Contractor should ensure that:
 - 2.11.1 The content of the Feedback report must be accurate and information must be entered for all of the mandatory data fields specified by the Principal and/or Agencies.
 - 2.11.2 First tier feedback resolution rate measuring the proportion of Feedback that are resolved during the Customer's first call contact with a CFS Call Centre Agent as a fraction of all

Feedback calls made to the Call Centre during that calendar month.

- 2.11.3 The Contractor must apply the correct prioritisation for 'Urgent' calls received. 'Urgent' refers to the procedure for managing high priority cases as defined by the Agencies in their respective training manuals and as directed in writing by the Principal.

ACD Set-up

- 2.12 The diagram below indicates the options for Customers to access the Customer Feedback Services via the call centre.



Note: Shaded area indicates non-dedicated service.

3 General Requirements for Service Enhancements

Critical Functions

- 3.1 New Membership services will be introduced, in which Customers can register with the Membership system. Customers that are registered with the Membership system should have access to additional CFS functionalities, which are set out under the “Feedback Handling for Members” heading in “New Membership Services” sub-section of Section 5.

KPIs

- 3.2 When the CFS used under the Service Continuity is replaced with a new CFS, the related KPIs will be reviewed and amended as appropriate for the cut-over.

Customer Satisfaction Surveying

- 3.3 The Contractor should propose a surveying solution that can be utilised through the Voice Services and Internet Services, which meets, but not limited to, one or many of the following requirements:
- 3.3.1 Allow easy management of surveys where it is possible to configure a survey’s questions, answers and reporting parameters.
 - 3.3.2 Support analysing the responses captured against surveys.
 - 3.3.3 Support limited integration with other systems (e.g. records relationship management between the surveying solution and other systems), particularly with the CFS, where it will be possible to analyse the survey response data extracts along with and according to the CFS reporting classifiers.
 - 3.3.4 Allow exporting of all survey responses to third party products such as MS Excel, Crystal Reports and Business Objects.

Service Continuity

4 Transaction Types and Services

Customer Feedback captured via Voice Services

- 4.1 Customer Feedback Services should be accessible via the IVR only (no direct dial or bypassing).
- 4.2 The CFS Call Centre Agent handling the Feedback should:

- 4.2.1 Record the details of the Feedback in the CFS.
- 4.2.2 Identify the relevant Area of Referral (e.g. Agency, ITIS etc.) and allocate the Feedback accordingly.
- 4.2.3 Respond to Customers to such extent as is reasonably possible using the material provided by the Principal and/or Agencies.
- 4.2.4 Where possible, resolve the Feedback (resolving Feedback means that Customer is satisfied with the Call Centre Agent's response and do not require any following up in the future).
- 4.2.5 Record the response details and update the Feedback status accordingly (e.g. Allocated, Resolved, etc.)
- 4.3 The Contractor should provide the service for all of the Agencies, including Taxi complaints routed to the CFS line via an incoming 1800 number.
- 4.4 As Feedback is logged, it is sent electronically to the 'Area of Referral' for case management and resolution.
- 4.5 'Urgent' Feedback is to be routed immediately to the relevant Area of Referral for action, preferably, while the Customer is on the phone.
- 4.6 The Contractor should escalate all 'Urgent' Feedback immediately by phone to the nominated escalation points within the relevant Agency.
- 4.7 The Principal will provide relevant escalation points and/or processes for all participating Agencies.
- 4.8 Feedback handling must comply with Australian Standard AS ISO 10002-2006.

Customer Feedback captured via Internet Services

- 4.9 The Customer should be able to lodge Feedback using the www.131500.com.au feedback forms. On successful submission of any of the forms, an email should be sent to a Call Centre Operator and a message is displayed to the Customer stating that feedback was lodged successfully and will be attended to.
- 4.10 Different modes of transport should have different Feedback forms, as follows:
 - 4.10.1 The Train and Ferry Feedback forms present a form with following fields:
 - a) Name (mandatory)
 - b) Address
 - c) Suburb

- d) Postcode
- e) Email (mandatory and validated for correct format)
- f) Details (mandatory)
- g) Date of Trip
- h) Start time of trip
- i) End time of trip

4.10.2 The Bus Feedback form presents the following fields where Bus Service related fields have additional explanatory information:

- a) Name (mandatory)
- b) Address
- c) Suburb
- d) Postcode
- e) Email (mandatory and validated for correct format)
- f) Bus Company (selected from a list)
- g) Route
- h) Location of Incident
- i) Direction of Travel
- j) Date of Incident
- k) Time of Incident
- l) Bus Operator ID
- m) Bus Registration
- n) Ticket Number
- o) Details

4.10.3 The Taxi Feedback presents a the following fields:

- a) Name (mandatory)
- b) Address
- c) Suburb
- d) Postcode
- e) Email (mandatory and validated for correct format)
- f) Comments (mandatory)
- g) Action (selected from a list)
- h) Taxi Network (selected from a list)
- i) Taxi Registration
- j) Taxi driver Authorisation

k) Hire Type (selected from a list)

l) Date of trip

m) Start time of trip

n) End time of trip

4.10.4 The www.131500.com.au Feedback form presents the following fields:

a) Name (mandatory)

b) Address

c) Suburb

d) Postcode

e) Email (mandatory and validated for correct format)

f) Comments (mandatory)

4.11 The Contractor should accept and process the Feedback via Internet Services (including the Feedback received via emails) similar to the ones received via the Voice Services, where all of such Feedback are recorded and categorised in the CFS and allocated to the relevant Area of Referral.

Process for Handling Feedback

4.12 The process for the Call Centre for handling Feedback is set out below. A CFS must be utilised for recording Feedback details, organising its processing, analysis and reporting.

Information required from Customer

4.13 To the extent that a Customer is able to provide this information, the following should be recorded:

4.13.1 Feedback type (complaint, compliment, suggestion, special query)

4.13.2 Incident time, location, mode and direction of travel.

4.13.3 Vehicle, passenger ticket number, staff or other persons involved.

4.13.4 Nature of the incident and any health and safety implications.

4.13.5 Customer verbatim version of events.

4.13.6 Customer name and contact details, all allegations of staff behaviour must have customer contact details recorded.

4.13.7 Action required, if any.

Information provided to Customer

- 4.14 The Customer should be provided with the following information after the Feedback is entered into the CFS:
- 4.14.1 Feedback identification number.
 - 4.14.2 Actions that will be undertaken in response to the Feedback.
 - 4.14.3 Area of Referral.
 - 4.14.4 Process of handling Feedback.
 - 4.14.5 Where the Customer indicated the need for a call back, it should be provided by the Area of Referral. If the Feedback is about any of the services provided by the Contractor, then the return call must occur within the time specified by the relevant KPIs set out in Section 7.

Related information

- 4.15 The Contractor must ensure that the following Feedback details are correctly set or processed:
- 4.15.1 Urgency of Feedback.
 - 4.15.2 2nd or later call backs querying an existing Feedback.
 - 4.15.3 Relevant escalation points and/or processes.

Minister's hotline

- 4.16 The Contractor should treat all calls to the Minister's Hotline as per standard Feedback handling and processing. Unless it is clearly stated otherwise, the Area of Referral for these calls should be the Ministry of Transport. The point of contact will be advised by the Principal.

Taxis

- 4.17 The Contractor should treat all calls to the Taxi Feedback Line as per standard Feedback handling and processing. Unless it is clearly stated otherwise, the Area of Referral for these calls should be the Ministry of Transport's Taxi complaints officer. The point of contact will be advised by the Principal.

The Review Process

- 4.18 The Principal may conduct a review of the Component Service in accordance with the review and audit process set out in "Standard Terms & Conditions" of the Contract.

Security Requirements

- 4.19 The Contractor must perform the Component Service in accordance with the "Security and Confidentiality of Information" requirements as set out Section 1.

Service Enhancements

5 New CFS

It is recommended that the readers of this Section should familiarise themselves with terms listed in the “Definitions” table below.

All references made to CFS from this point onwards refer to the new CFS.

System Overview

- 5.1 The CFS should be an Internet based solution primarily used to capture, process and resolve Feedback lodged by Customers.
- 5.2 The CFS should be implemented as a centralised solution and simultaneously used by multiple Agencies whilst supporting data segregation and custom configuration for each Agency.
- 5.3 The CFS should also be used for the following purposes:
 - 5.3.1 Provide easy access to current or closed Issues that are of similar nature.
 - 5.3.2 Automatic escalation of overdue Issues.
 - 5.3.3 Define global and Agency specific Issue resolution escalation settings.
 - 5.3.4 Serve as a communications tool between Agencies and Customers.
 - 5.3.5 Produce summary and detailed Feedback reports.
 - 5.3.6 Integrate with www.131500.com.au to capture Case and Issue details as well as provide progress details to Registered Customers.
 - 5.3.7 Act as a repository of actions taken and correspondence sent & received with respect to Cases and Issues.

Definitions

Term	Description
Administrator	An authorised Agency or Contractor staff member who has access to all functions and information in the CFS.
Agency Contractor	A contracting company or individual providing services to an Agency.
Allocate	Allocation of one or more Issues within a Case to an Agency.
Assign	Assignment of an Issue to an Investigator.
Attachment	A digitised document relating to an Issue or a Case.
Case	A Feedback record holding one or many Issues reported by a Customer.

Term	Description
Category	<p>A common factor used to classify Issues on a higher level (e.g. Driver, Serious, Agency etc.). A Category may have additional attributes used to (1) determine investigation priority, sensitivity and required access level to resolve or finalise an Issue (2) as well as triggering different set of actions required for resolving and/or finalising an Issue. Classifications are also widely used for reporting purposes. Classifications are generally specific to Agencies and the nature of the services they provide.</p>
Correspondence	<p>Represents a communication between an Agency and a Customer. It also includes attempts made to communicate with a Customer.</p>
Escalation Agent	<p>Subsystem that runs on regular intervals and checks for outstanding Issues and sends reminders or escalates Issues where applicable.</p>
Finalised	<p>The terminal status used when an Issue is fully completed and further action is not necessary.</p>
Groups and Subgroups	<p>Groups and subgroups of employees representing particular system roles (e.g. Call Centre Agents, Investigators, Senior Investigators etc.) are managed by the Agency Administrators.</p> <p>Groups and subgroups have a hierarchical structure and may have associations to one or many of the following, where the associations can be used to support Agency specific processes:</p> <ul style="list-style-type: none"> - Category - Subject - Transport Service
Investigator	<p>An Agency employee, group or subgroup of employees assigned to investigate a stand alone Issue or all Issues in a Case, authorised to finalise Issues and record Outcomes.</p> <p>Inherits all functionality permissions of a Call Centre Agent.</p>
Issue	<p>Complaint, compliment, suggestion or query details about a particular aspect of a service.</p>
Correspondence Officer	<p>An Agency employee or group of employees who are authorised to review and approve correspondences sent to a Customer.</p>
Outcome	<p>When an Issue is validated and justified, the Investigator may outline a set of actions that need to be taken to finalise the Issue. These actions are stored as an Outcome.</p>
Resolved	<p>Status representation used when a Customer who reported the Issue is satisfied and does not require further correspondence.</p>

Term	Description
Senior Investigator	Senior Investigator refers to an Investigator who has additional access to specific system functions.
Service	Synonym for Transport Service. In the context of CFS, defined as a public transport facility made available by an Agency to Customers, which is used to move members of the public from one location to another. Depending on the mode of transport a service may represent a particular Station, Line, Carriage, Bus Stop, Vehicle, Route, Wharf and Vessel.
SMS Sender	Subsystem used to send SMS to Customers.
Subject	Inherits all properties of Category and used to classify Issues on a more descriptive level (e.g. Rude to customer, Smoking in vehicle etc.). A subject can be shared by multiple Categories and each combination might have varying impact on the way an Issue is handled and reported on.

Functional Requirements

- 5.4 Login to CFS
 - 5.4.1 All Call Centre Agents and Investigators are required to login to the CFS.
 - 5.4.2 Login should authenticate user's status, associated roles and permissions.
 - 5.4.3 If a Call Centre Agent attempts to login to the CFS without success more than the number of allowed times, then the account should automatically be disabled temporarily.
 - 5.4.4 All failed login attempts should be stored in the CFS and available for review by Administrators.
 - 5.4.5 The Contractor should provide information on the capabilities of their solution in relation to supporting the single sign on functionality for each Agency (e.g. use of Active Directory).
- 5.5 Create a Case
 - 5.5.1 All CFS users, including Customers, should be able to create a Case.
 - 5.5.2 The mandatory information, service and issue classifications vary depending on the nature of each Issue and CFS user's role creating the Case.
 - 5.5.3 A Case can be reported by a Customer (1) in a letter, (2) over the phone, (3) fax, (4) email, (5) on www.131500.com.au, (6) on another Agency's website and (7) in person.

- 5.5.4 The CFS should allow easy adding of new Case capturing methods.
- 5.5.5 A Customer should be able to create Cases via www.131500.com.au without authenticating. If a response is required at least an email address or a contact number should be provided.
- 5.5.6 The “Create a Case” function should be made available to external systems such as Agency’s website. So, a Customer is able to create Cases via an Agency’s website.
- 5.5.7 A Case, submitted via www.131500.com.au or Agency’s website, should only be stored as a draft record containing the Case details and Customer’s description of the Issue/s at a higher level. All such Cases then should be processed by Call Centre Agents, where the Issues and Categories are identified, references made to individuals are moved to special sensitive data fields and Case is saved as an active record in the CFS.
- 5.5.8 The CFS should check if the Customer already has an existing record, where possible, by using data fields that capture unique customer information such as email address or phone number.
- 5.5.9 The CFS should allow nominating the searchable data fields as unique identifiers in the system’s configuration.
- 5.5.10 If the Customer already has an existing record in the CFS, the Call Centre Agent should be prompted to confirm whether the Customer is an existing or a new customer.
- 5.5.11 A Case can have multiple Issues involving one or several modes of transports and therefore Agencies.
- 5.5.12 If a Customer is not anonymous, each Case should allow for capturing but not be limited to the following information:
 - a) First and Last Name
 - b) Company and Position
 - c) Street, Postcode, Suburb, State and Country
 - d) Phone Number and/or Email Address
 - e) Preferred means of contact
- 5.5.13 At the point of creating a Case, for a typical Transport Service related Issue, the CFS should be able to capture but not be limited to the following information:
 - a) Issue details (mandatory)
 - b) Issue type (mandatory)
 - c) Customer expressed priority (mandatory)

- d) Mode of transport
- e) Operating network
- f) Date of trip
- g) Start locality, street, street type and suburb
- h) Start time of trip
- i) End locality, street, street type and suburb
- j) End time of trip
- k) Location of the issue being reported
- l) Trip status (e.g. completed, not completed, did not take place)
- m) Hire type (specific to a Taxi issue)
- n) Vehicle registration
- o) Vehicle Driver ID
- p) Ticket number (specific to a Bus issue)
- q) Status (mandatory), defaults to "New"
- r) Category, Subject and Service

5.5.14 A typical non-service related Issue will require but not be limited to capturing of following information:

- a) Issue details (mandatory)
- b) Customer priority (mandatory)
- c) Mode of transport
- d) Operating network
- e) Status (mandatory), defaults to initial status value
- f) Category, Subject and/or Service as the case may be

5.5.15 The CFS should allow the Agency specific configuration of the mandatory and optional Case and Issue metadata that needs to be captured to create both anonymous and non-anonymous Cases.

5.5.16 A Call Centre Agent should be able to sort Category, Subject and Service selection lists in descending or ascending order by their hierarchies, names or usage frequencies. The usage frequency value should be calculated based on a time period specified in system's configuration.

5.5.17 As a Customer or a Call Centre Agent inputs the Issue details, depending on the Agency and/or classification settings, the CFS should check for similar Issues as a background process and display any matching results in a

list and, where applicable, grouped by Incidents and Special Events.

- 5.5.18 The Issue similarity check should be done by comparing the values of fields listed below against existing Issues for a time range configured in the system and nearby locations where the issue is reported from:
- a) Mode of Transport,
 - b) Operating Network,
 - c) Date of Trip,
 - d) Start locality suburb
 - e) Start time of trip
 - f) End locality suburb
 - g) End time of trip
 - h) Location of the issue being reported
 - i) Vehicle registration
 - j) Vehicle Driver ID
 - k) Category, Subject and Service
- 5.5.19 The CFS should allow configuring the default Issue similarity criteria in system's configuration.
- 5.5.20 A Call Centre Agent should be able to alter the default criteria for the similarity check performed by the CFS.
- 5.5.21 A Customer or a Call Centre Agent should be able to associate an Issue with an Incident and/or Special Event.
- 5.5.22 Where a Customer associates an Issue with an Incident and/or Special Event, and the Customer:
- a) Is satisfied with the Incident or Special Event related information provided then the Issue should be treated as a "Query" and maybe closed in accordance with Agency's system configuration
 - b) Is not satisfied with the Incident or Special Event related information provided then the Issue is registered in the system as per Clause 5.5.7
- 5.5.23 For each new Case, the CFS should generate a unique Case reference number.
- 5.5.24 The unique Case reference number should be generated in a way that impedes easy reconstruction of numbers of Cases by an unauthorised person.
- 5.5.25 If the Case being created is lodged by an existing Customer, then this case should be recorded against the existing Customer record.

5.6 Search/Browse Cases

- 5.6.1 A Customer should be able to search for one Case at a time by inputting the Case reference number on a page dedicated for tracking Case statuses on www.131500.com.au.
- 5.6.2 A Customer should only be able to view the Case reference number, its Issues, Issue Categories and their statuses.
- 5.6.3 To access detailed information on an existing Case the Customer must be a Registered Customer.
- 5.6.4 Registered Customers must only be able to browse and view the details of Cases they created.
- 5.6.5 A Registered Customer should be able to access extended Case details via search and browsing of Cases only after authenticating via 131500.com.au.
- 5.6.6 All Call Centre Agents and Investigators should be able to search and browse Cases by any of its fields or combination of fields, including but not limited to:
 - a) Customer Name and Surname
 - b) Ranges for Date Lodged, Last Updated or Date of Trip
 - c) Customer and Investigation Priorities
 - d) Mode of Transport and Operating Network
 - e) Category, Subject and Service
 - f) Case Status
- 5.6.7 Search functionality should support narrative / free-text search against all fields that have been referenced by either a Case or an Issue.
- 5.6.8 All Registered Customers, Call Centre Agents and Investigators should easily be able to identify and view Cases that have outstanding Issues associated with them.
- 5.6.9 A list of all outstanding Cases ordered by priority and number of days since created should be easily accessible by the Call Centre Agent and the Investigator regardless of their involvement with these Cases.
- 5.6.10 Search and browsing should list and group (where applicable) the matching Cases under but not be limited to following column headers:
 - a) Customer Name and Surname
 - b) Ranges for Date Lodged and Last Updated
 - c) Customer and Investigation Priorities
 - d) Mode of Transport and Operating Network

- e) Category, Subject and Service
 - f) Case Status
 - g) Age of the Case by Number of Days
 - h) Incidents and Special Events
- 5.6.11 All Call Centre Agents and Investigators should be able to re-order the matching Case results in ascending or descending order by column headers.
- 5.6.12 All Call Centre Agents and Investigators should be able to save a search input criteria and/or the format results are presented in as a personal or shared search template.
- 5.6.13 A Call Centre Agent and an Investigator should only be able to open and run his/her personal and other shared search template, which overrides the search input criteria and on search re-arranges the way results are presented based on specifications in the search template selected.
- 5.7 Update a Case or an Issue
- 5.7.1 By default, all Registered Customers should be able to add additional information to an existing Case.
- 5.7.2 When additional information is added to a Case or an Issue, the record should be marked accordingly so when the Call Centre Agent or the Investigator views the Case or the Issue, they can easily note that there is new information added by the Customer.
- 5.7.3 It should be possible to configure the CFS to enable or disable the Registered Customer's ability to update a Case or an Issue online based on Issue's Agency, Category, Subject and Service values. It should also be possible to set Agency, Category, Subject and Service specific number of allowed updates for an Issue.
- 5.7.4 All Call Centre Agents and Investigators should be able to update all the details of an Issue, for a given Case status. There is no need to trace these changes. However, any modification to an entry made as part of a previous Status, shall not be physically deleted and it should be possible to trace the original entry values by viewing the record's modification history.
- 5.7.5 All Call Centre Agents and Investigators should be able to update referenced records (e.g. Attachments and Outcomes) as part of the updating of a Case or an Issue. In the case of attaching a new document to replace an existing Attachment, the original Attachment should not be deleted and replaced with the new one; instead the new

Attachments should be uploaded and marked in a way that the sequence of Attachments can easily be determined.

- 5.7.6 Any change to important Issue details, including but not be limited to case Category, Subject, Service, Priority, Allocation and Assignment should cause the automatic creation of an entry into the Audit Log, see also paragraph 5.29.

5.8 Allocate Issues of a Case

- 5.8.1 A Case can have several Issues allocated to one or different Agencies.
- 5.8.2 An Issue can only be allocated to a single Agency at one given time.
- 5.8.3 If a Case is being created by a Call Centre Agent, the Issues registered in the Case can be allocated to relevant Agencies within the creation process.
- 5.8.4 If a Case is already created and the Case has Issues that are yet to be allocated, the Call Centre Agent should be able to allocate these Issues to relevant Agencies.
- 5.8.5 The CFS should be able to automatically suggest an allocation for the Call Centre Agent based on the Issue details such as mode of transport.
- 5.8.6 The CFS should support both centralised and decentralised ways of managing Cases.
- a) In a centralised management, an allocation is directed to an Agency and not to an individual such as Investigator
 - b) In a decentralised management, based on Issue's Category, Subject and Service values and Workflow settings, an allocation can automatically be directed to an Investigator
- 5.8.7 If the Issue being allocated to an Agency is associated with an Incident or a Special Event that has an association with an Investigator, the Issue should automatically be assigned to this Investigator.
- 5.8.8 When an Issue is allocated to an Agency, a nominated person at the Agency should be notified of the allocation. The notification method (e.g. Email, SMS etc.) should be selected according to Issue's Category, Subject, Service and Priority values.
- 5.8.9 The CFS should allow allocation notifications to be switched on or off based on the Agency's business processes.

5.9 Accept or Reject an Issue

- 5.9.1 An Investigator should be able to accept or reject an Issue.

- 5.9.2 An Investigator should only be able to accept or reject an Issue allocated to his/her Agency.
- 5.9.3 An Investigator should be able to accept or reject multiple Issues grouped under a Case with one action.
- 5.9.4 An Investigator should be able to reject one or many Issues under a Case at any point in time regardless of their statuses unless the Issue is finalised.
- 5.9.5 When rejecting Issues, the Investigator must provide a reason for rejection of Issues.
- 5.9.6 Rejection of one or many Issues should notify the relevant Call Centre Agents who allocated the Issues. For each rejection with one or multiple Issues, the relevant Call Centre Agent should only receive one notification that includes reason for rejection and list of rejected Issues.
- 5.9.7 A rejected Issue, upon further consideration and potential amendments to the case, may be re-allocated to the same Agency again or any other Agency.
- 5.9.8 For a Case with multiple Issues involving many Agencies, from the point of accepting the Issues allocated to his/her own Agency, the Investigator should be able to view the full details of these Issues and identify that there are other Issues allocated to other Agencies. Investigator may see limited information (e.g. Issue Number, Status and Category) on such Issues, but must not see any type of information that may contain personal data (e.g. Full Name of driver, Address, Contact Details that are Agency specific etc.).
- 5.10 Assign a Case or Issue
 - 5.10.1 An Investigator should be able to assign one or many Issues.
 - 5.10.2 An Investigator who has accepted one or many Issues should be able to assign all or some of these Issues to another Investigator within a single action.
 - 5.10.3 When one or many Issues are assigned to an Investigator, the Investigator should be notified of the assignments with a single notification, if the notification feature is enabled.
 - 5.10.4 Once an Issue is assigned to an Investigator, there is no option to reject it. It can only be re-assigned to another Investigator.
 - 5.10.5 Where an Issue is assigned to a group of Investigators, any member of this group should have access to the Issue at an Investigator level.

- 5.10.6 An Investigator should be able to invite an external user (e.g. Agency Contractor, Agency employee etc.) to either view the limited or extended details of an Issue and request their comments. The external user should not need a CFS account and be able to access the Issue via a secured email link.
- 5.10.7 Any secured email links created by the CFS for external users should be allocated an expiry date according to the system's configurations. Once the expiry date of an email link is reached, the link should stop working.
- 5.10.8 An Investigator should be able to specify whether an external user can view limited or extended Issue details before sending the invitation.
- 5.10.9 An external user who followed the secured email link should be presented with and be required to agree to a note concerned with confidentiality and privacy of the Issue about to be viewed.
- 5.10.10 An external user shall either be able to view limited or extended Issue details, depending on the Issue invitation settings.
- 5.11 Resolve an Issue
 - 5.11.1 When an Issue is completed as far as the Customer interaction is concerned, the Issue is "Resolved".
 - 5.11.2 The Resolution of an Issue does not mean that the Issue is Finalised. If the Customer is satisfied there may be no need to follow it up with the Customer. However, every Issue is required to be finalised by an Investigator as there may be further business consequences to take care of.
 - 5.11.3 All Call Centre Agents and Investigators should be able to resolve an Issue by completing the actions specified in the applicable workflow.
 - 5.11.4 As Call Centre Agent or Investigator views the Case details, depending on the Agency and/or classification settings, the CFS should check for similar Cases as a background process and display the matching results in a list and, where applicable, grouped by Incidents and Special Events.
 - 5.11.5 The Issue similarity check should be done by comparing the values of fields listed below against existing Issues for a time range configured in the system and nearby locations where the issue is reported from:
 - a) Mode of Transport
 - b) Operating Network
 - c) Date of Trip

- d) Start locality and suburb
 - e) Start time of trip
 - f) End locality and suburb
 - g) End time of trip
 - h) Location of the issue being reported
 - i) Vehicle registration
 - j) Vehicle Driver ID
- 5.11.6 A Call Centre Agent or Investigator should be able to alter the default criteria for the similarity check performed by the CFS.
- 5.11.7 At the point of resolving an Issue, a Call Centre Agent or Investigator should be able to note whether the Customer was satisfied or dissatisfied with the resolution. This feature should be configurable so it can be enabled or disabled according to Agency requirements.
- 5.12 Category, Subject and Service
 - 5.12.1 Actions specified in the applicable workflow should vary based on Issue's Category, Subject and Service values.
- 5.13 Create an Attachment
 - 5.13.1 All Call Centre Agents and Investigators should be able to attach documents to a Case or an Issue. Attachable documents should allow for any file format including but not limited to files created by common office applications, in particular letters, scanned images and emails.
- 5.14 Record Correspondence
 - 5.14.1 All Call Centre Agents and Investigators should be able to log a Correspondence record against a Case.
 - 5.14.2 A Correspondence record, amongst other things should allow to store the following information:
 - a) Type of correspondence (e.g. Customer initiated, Call Centre Agent initiated etc.)
 - b) Communication method (e.g. Phone, Letter, Fax and Email etc.)
 - c) Brief content or purpose of correspondence
 - d) Delivery status if sent by Letter, Fax and Email
 - e) Person's full name who corresponded with Customer
 - f) Person's physical location who corresponded with Customer

- g) A copy of incoming or outgoing correspondence to be attached to the Case record

5.15 Finalise an Issue

- 5.15.1 An Investigator should be able to finalise an Issue by completing the tasks/actions specified in the status oriented workflow.
- 5.15.2 If a Finalised Issue has an Outcome then the Investigator should be able to register the Outcome details.
- 5.15.3 Only an Investigator should be able to finalise an Issue.
- 5.15.4 An Investigator finalising an Issue, where necessary, should be able to flag that the Issue requires further review and record a follow up note and set a due date for the review.
- 5.15.5 An Investigator finalising an Issue should be able to review and update the previously entered note on whether the Customer was satisfied or dissatisfied with the resolution.
- 5.15.6 At the point of finalising an Issue the Investigator should be able to mark the Issue as an "FAQ Candidate".

5.16 Notify Customer of Progress

- 5.16.1 The CFS should provide all Call Centre Agents and Investigators an easy, effective and efficient way of preparing Correspondence letters. In this context, these requirements mean:
 - a) Easy – accessibility and usability
 - b) Effective – providing relevant templates (e.g. based on Issue's classifications and status)
 - c) Efficient – drafting letters and saving different versions before submitting for approval
- 5.16.2 An Investigator should be able to prepare a Correspondence letter and submit it for approval. The approval workflow will differ from Agency to Agency.
- 5.16.3 Administrator should be able to configure global or Agency specific Correspondence approval requirements (e.g. Role and/or Count based approval).
- 5.16.4 A Senior Investigator or Correspondence Officer should be able to amend and approve a Correspondence letter submitted for approval.
- 5.16.5 Once a Correspondence letter is approved, the Investigator who originally drafted the message should send the correspondence to the Customer and create a new Correspondence record for it.

- 5.17 Send Scheduled Issues Summary
 - 5.17.1 Issues Summary report is a scheduled job, which produces a summary of currently open and overdue Issues and is able to email this report to nominated email addresses. This feature should be configurable as Agencies may choose different business processes including the timing and distribution list for the report (e.g. Emailing of summary versus detailed reports, classification of Open and Overdue Issues).
- 5.18 Escalate Outstanding Issues
 - 5.18.1 An automatic Escalation Agent must be configurable to execute scheduled jobs.
 - 5.18.2 If there are any matching outstanding Issues, depending on the number of days since an Issue acquired its most recent status and the number of days left to finalise an Issue, it sends a reminder to the current Investigator or escalates the Issue according to rules set in the job configuration.
 - 5.18.3 The number of hours or days allowed before escalation to occur must be configurable. Different settings are expected depending upon the Agency, Priority and Status / Status group of an Issue.
- 5.19 REMOVED.
- 5.20 Manage Workflows
 - 5.20.1 An Administrator should be able to create a workflow
 - 5.20.2 Workflow should be able to be driven by Category, Status, Priority, Subject or Service or a combination of these.
 - 5.20.3 A workflow contains the specification of specific tasks to be performed upon certain specified conditions. The Contractor is requested to explain the capabilities of their customer feedback system in this regard. In particular, if the CFS includes a workflow component. The explanation must include:
 - a) What type of actions can be automated?
 - b) What conditions can be used to trigger the actions?
 - c) How is workflow coded / programmed?
 - d) What skills and training is required to build workflow scenarios?
 - 5.20.4 A special case of workflow is the automatic performance of jobs at specific times. This feature is referred to as "Escalation". The minimum capability of the CFS is to perform the automatic sending of configurable emails with

reference to a Case or an Issue at configurable elapsed times (see below).

5.21 Manage Escalation Settings

The Escalation Settings are not used to define KPIs, but as a management tool to support the achievement of certain performance targets.

- 5.21.1 A Performance Manager should be able to configure scheduled escalation jobs and specify the criteria when they should be triggered as well as the actions to be taken.
- 5.21.2 A Performance Manager should be able to specify the maximum number of days or hours for Issues to progress from one to another status as well as from initial to final status. These values are circumstantial as they vary between Agencies, Status, Category, Subject, and Priority. Therefore, the Performance Manager should be able to set varying values for different combinations.
- 5.21.3 An escalation job to be performed should at least include the following parameters:
 - a) Job Name
 - b) The Status the job is linked to
 - c) Number of days or hours the job should be triggered before or after the specified KPI value (e.g. 2 days in the status, or 10 days not “finalised”)
 - d) Actions to be taken when the job is triggered, where actions may include software controlled additions to audit entries and changes to assignments of Issues and other Issue specific fields

5.22 Manage Users and Groups

- 5.22.1 An Administrator should be able create, view, edit and disable existing CFS user accounts. An Administrator should also be able to update CFS user’s roles and permissions.
- 5.22.2 An Administrator should be able to create, view, edit and archive Groups, Subgroups, Categories, Subjects and Services. An Administrator should also be able to store additional metadata values against a Group, Subgroup, Category, Subject or a Service.
- 5.22.3 An Administrator should be able to create associations between Groups or Subgroups and Category, Subject and a Service. Typically, such associations are built to reflect the Agency’s organisational structure from the CFS perspective.

5.23 Manage Incidents and Special Events

- 5.23.1 An Administrator should be able to create, view, edit and archive Incidents and Special Events.
- 5.23.2 Both Incidents and Special Events should be able to store broadcast type information.
- 5.23.3 When creating an Incident or a Special Event, the Administrator should be able to associate the Incident and/or Special Event to an Investigator.
- 5.23.4 All Call Centre Agents and Investigators should be able to associate Issues with an Incident and/or a Special Event.

Non-Functional Requirements

5.24 General

- 5.24.1 The CFS should support communication with third party data sources to validate input or retrieve selection lists.
- 5.24.2 When a Call Centre Agent or an Investigator is working on an Issue, there should be an easy way of viewing the number of Correspondences initiated by the Customer for a given Case as well as historical data on other current and previous Cases.
- 5.24.3 When displaying Issue descriptions, the CFS should automatically mask the words deemed as inappropriate, which are included in a specific list managed by the Agency Administrator.

5.25 Environment

- 5.25.1 The CFS should be an online (browser served) solution and be accessible from Intranet.
- 5.25.2 The CFS should be accessible without the need for the installation of client-side components other than a standard browser and internet access.
- 5.25.3 Specific CFS functionality should be accessible by external users such as Agency Contractors. Access to such functionality should not be managed by the standard login authentication process but by using the special links used by the external user to access the CFS (e.g. Specialist inputting data on Issue by Issue basis).

5.26 Performance

- 5.26.1 Performance is a very important issue as it directly impacts on the time taken to create a Case. All graphical user interface elements accessed by a Call Centre Agent should be light-weight and perform at an optimum level. For instance dynamic lists re-loading should take place as a seamless background process and searching for Cases

uses a regularly updated index. Below is minimal response time requirements for typical scenarios:

- | | |
|---|-------------|
| a) Data is re-loaded based on input | <1 second |
| b) Form (e.g. Create a Case) is submitted | <2 seconds |
| c) Search Cases (regardless of input & number of results) | <3 seconds |
| d) Generating a simple report | <5 seconds |
| e) Generating a complex report | <10 seconds |

5.27 Data Segregation and Protection of Sensitive Information

5.27.1 All CFS users should view records based on their Agencies, Categories and Services they are authorised to view. Typically a Call Centre Agent will have associations with all Agencies, whereas an Investigator will have an association with one Agency. The CFS should allow configurable data segregation based on these parameters.

5.27.2 Information and functionality made available to all CFS users should be based on their roles. For instance a Call Centre Agent should not have access to some investigation specific functions such as Finalising an Issue. In addition to functionality restrictions, when viewing Issue details, a Call Centre Agent should only be able to see data inputted by Call Centre Agents. The data entered by Investigators must not be available. This only applies to information that is directly entered by Investigators and not to other fields updated as a result of actions such as Status and Date Updated.

5.27.3 When recording a new or updating an existing Issue, the CFS shall allow the storing of sensitive information, such as the details of an Agency personnel involved in the Issue, and this type of information shall not be accessible by unintended functions of the CFS, unauthorised users of the CFS, reporting tools or external systems.

5.28 Data Integrity

5.28.1 It should be possible to mark records as deleted, but not possible to physically delete any of the following records:

- a) Case
- b) Issue
- c) Attachment
- d) Correspondence
- e) Customer
- f) Outcome

- 5.28.2 It should not be possible to delete a record if it has already been referenced by another record. A referenced record that is no longer necessary can only be archived.
- 5.28.3 Historical data integrity should be maintained and therefore it should only be possible to add, but not be possible to change or delete referenced classification records such as Category, Subject and Service.
- 5.28.4 When viewing or working on an Issue, if applicable, Customer's previous records should easily be made available to the Call Centre Agents or Investigators.

5.29 Audit Log

- 5.29.1 Audit Log information should be stored against all records when they are created, viewed, printed or modified. The log should store:
 - a) the nature of action taken
 - b) the full name of the person who took the action
 - c) the reason for the action (where applicable and user is requested)
 - d) the date & time when the action was taken
 - e) Examples:
 - Case [#] created by Joe Bloggs on 22 August 2008 14:55:00
 - Issue [#] created by Joe Bloggs on 22 August 2008 14:55:00
 - Attachment added by Jane Bloggs on 24 August 2008 13:18:42
 - Issue [#] updated by Jane Bloggs on 26 August 2008 9:15:12
 - Reason for update: "Customer provided additional information"
- 5.29.2 When Case or Issue Audit Log is being viewed the information should be presented in the order the log records have been created.

5.30 Workflow

- 5.30.1 The CFS should allow configurable global or Agency specific Issue statuses and types. Currently identified Issue types include Compliment, Complaint, Suggestion and Query.
- 5.30.2 The CFS should allow management of custom list of actions per Status.

5.31 Integration & Reporting

- 5.31.1 The CFS should integrate with 131500.com.au for the following purposes:
 - a) Allow Customers to create Cases online
 - b) Allow Customers to track the status of their Cases
 - c) Allow Registered Customers to view details of their Cases (their own input, current status and some Audit Log fields, such as Actions taken and Actions date)
- 5.31.2 Authorised users should be able to view an off-line version of the CFS database. The data should easily be available via third party products such as MS Excel, MS Access, Crystal and Business Objects.
- 5.31.3 It should be possible to extract selected CFS data into other systems (e.g. data warehouse for analysis purpose).
- 5.31.4 In all reporting or data extractions, the CFS must ensure that it is not possible to report on or extract data containing identifying personal information of parties involved or referred to in a Case or an Issue.
- 5.32 Usability
 - 5.32.1 The CFS should allow for configurable auto population defaults applicable when new records are being created. The objective is to reduce time it takes to create new entries (e.g. Auto populating Agency field based on the previous Issue's details when adding another Issue to the same Case).
 - 5.32.2 The CFS user interface should use state-of-the-art interfacing technologies, where parts of the screen can perform independent tasks and not require the whole page to be re-loaded.
 - 5.32.3 The CFS should have a high level of usability allowing users to perform basic functions with minimal training.
 - 5.32.4 There should be both print and online user manuals covering all of the aspects of the system.
 - 5.32.5 There should be specific Administration and operational user manuals.
 - 5.32.6 It should be possible to easily re-arrange the user manuals to meet the requirements of specific user roles.
- 5.33 Standards
 - 5.33.1 System / processes should adhere to:
 - a) Australian Standard for Complaint Handling AS ISO 10002 - 2006

- b) The Complaint Handlers Toolkit 2nd Edition NSW Ombudsman
- c) The Do-It-Yourself Corruption Resistance Guide, ICAC
- d) SAI-Global Quality Assurance ISO 9000 (Reporting)

Section 4

Voice Services Requirements

1 Overview

- 1.1 The Contractor is required to provide a solution that meets the Voice Services requirements both for Service Continuity and Service Enhancements. The Voice Services are delivered via the IVR and Call Centre Agents, therefore it should be read in conjunction with:
- a) The Common Service Requirements specified in Section 1
 - b) The Trip Planning Services specified in Section 2
 - c) The Customer Feedback Services specified in Section 3
 - d) The KPIs specified in Section 7
 - e) The technical, data and support services specified in Section 8
- 1.2 For the purposes of ensuring Service Continuity, the Contractor may choose to continue using the existing IVR, or to substitute another IVR that meets the specifications included herein. The IVR currently used in the Call Centre is from Ontira and runs on Microsoft Windows NT servers. For more details see Appendix A of Section 8.
- 1.3 If the Contractor requires that the existing IVR be retained in order to support Service Continuity (either on a short or long term basis), then the Contractor should:
- 1.3.1 Specify all the assumptions, costs and timeframe implications of this approach, including measures to ensure the ongoing provision of all required support services.
 - 1.3.2 Clearly identify all risks and risk mitigation strategies (and associated costs) required to ensure the continuity of ITIS using this approach.
- 1.4 The Contractor must meet the KPIs for Voice Services as set out in Section 7.

Service Continuity

2 Call Centre Agent Response Services

This section specifies all services to be performed by live Call Centre Agents once the Customer has selected a relevant option on the IVR menu.

- 2.1 The current ITIS contract does not provide for transitioning Call Centre Agents.

Critical Functions

- 2.2 The Critical Functions for this Component Service are:
- 2.2.1 Advice for bus, train and ferry itinerary planning within the ITIS Coverage Area as specified in Section 1.
 - 2.2.2 Fare options and journey costs for all modes of transport in the itinerary solutions provided, based on fare calculator algorithms, applied to the fare data provided by the relevant participating Agencies.
 - 2.2.3 Call Centre Agents to perform Trip Planning for the Customer by setting the trip parameters including all preferences according to the Customer's direction and advising the Customer about the results and options.
 - 2.2.4 Advising about ticket availability, locations, price and entitlement information.
 - 2.2.5 Provide Special Events transport service information.
 - 2.2.6 Provide timetable information, alterations to timetable information and as advised by the Agencies.
 - 2.2.7 Provide information on track work and other service disruptions and resumptions.
 - 2.2.8 Receiving and handling Feedback from Customers according to KPIs set out in Section 7. The Customer Feedback Services requirements are specified in Section 3.
 - 2.2.9 Call Centre Agents should be able to seamlessly transfer a Customer to any Agency specific customer service centre as appropriate (e.g. Country Link Booking, various Lost & Found, Depots etc.). A comprehensive list will be made available and kept up to date by the Agencies.

- 2.2.10 There must be at least one TTY trained Call Centre Agent present at all times during the Hours of Operation of the Call Centre.

Hours of Operation

- 2.3 At the time of preparation of this Specification, the Hours of Operation of the Call Centre is under consideration. Therefore, the Contractor should provide their pricing for the provision of the services in accordance with the following options for Hours of Operation:
- 2.3.1 6am to 10pm seven days per week (the arrangement in place prior to December 2008).
- 2.3.2 6am to 1am the following day, seven days per week.
- 2.3.3 6am to 1am Monday to Thursday and 24 hours per day from 6am Friday to 1am Monday.
- 2.3.4 24 hours per day seven days per week (the arrangement in place in December 2008-January 2009).
- 2.4 For options other than 2.3.4 above, the Contractor is asked to provide costing to optionally extend Call Centre operations to 24 hours for Special Events, upon 2 weeks' notice.

Call Centre Agent Call Maximum

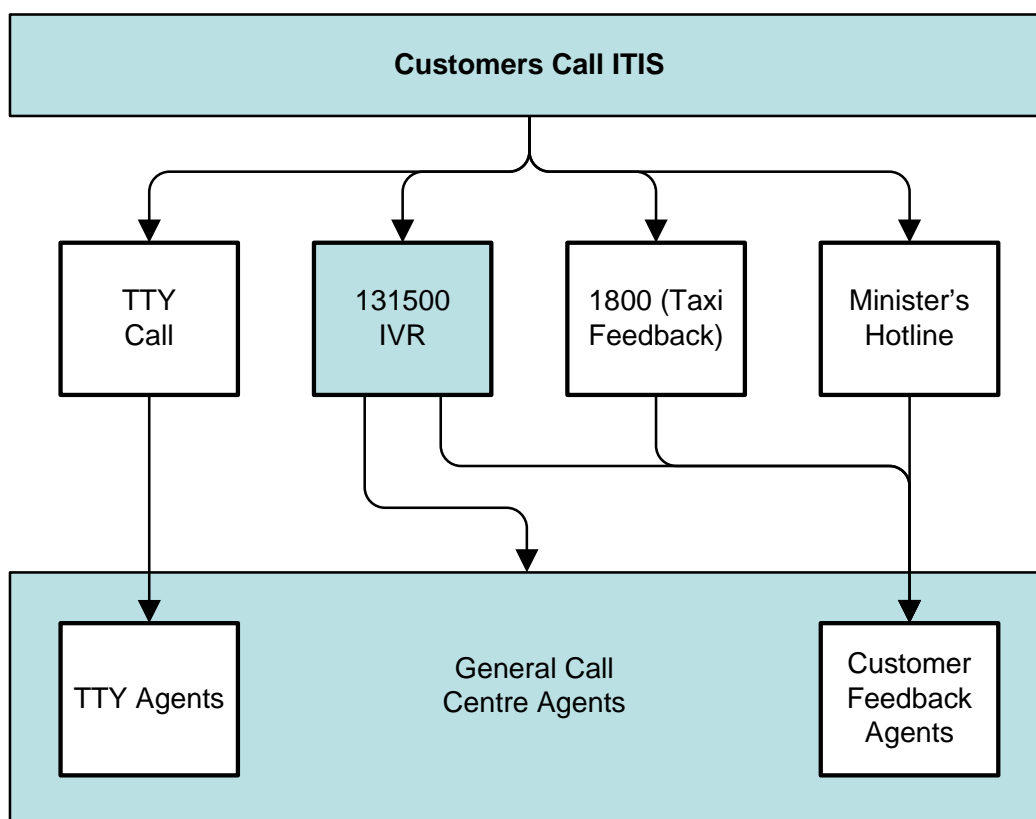
- 2.5 The Parties agree that payment for Call Centre Agent Response Services will not exceed the fees due for 300,000 Call Centre Agent calls in any one month without prior approval.
- 2.6 If either party becomes aware that this Call Centre Agent Call Maximum may be reached, an estimate of the excess call volume and the reason for it should be forwarded to the Principal for approval. Prior written approval by the Principal is required for payment of excess calls. Such approval will not be withheld unreasonably.
- 2.7 The Contractor, using the forecast model should have processes in place to identify the excess call volume as early as possible.
- 2.8 If the Call Centre Agent Call Maximum is exceeded as a result of an emergency situation outside business hours, the Contractor must advise the Principal of the excess call volume and the reason within one business day in order to receive approval and payment of excess calls.
- 2.9 REMOVED.

Procedures and Guidelines

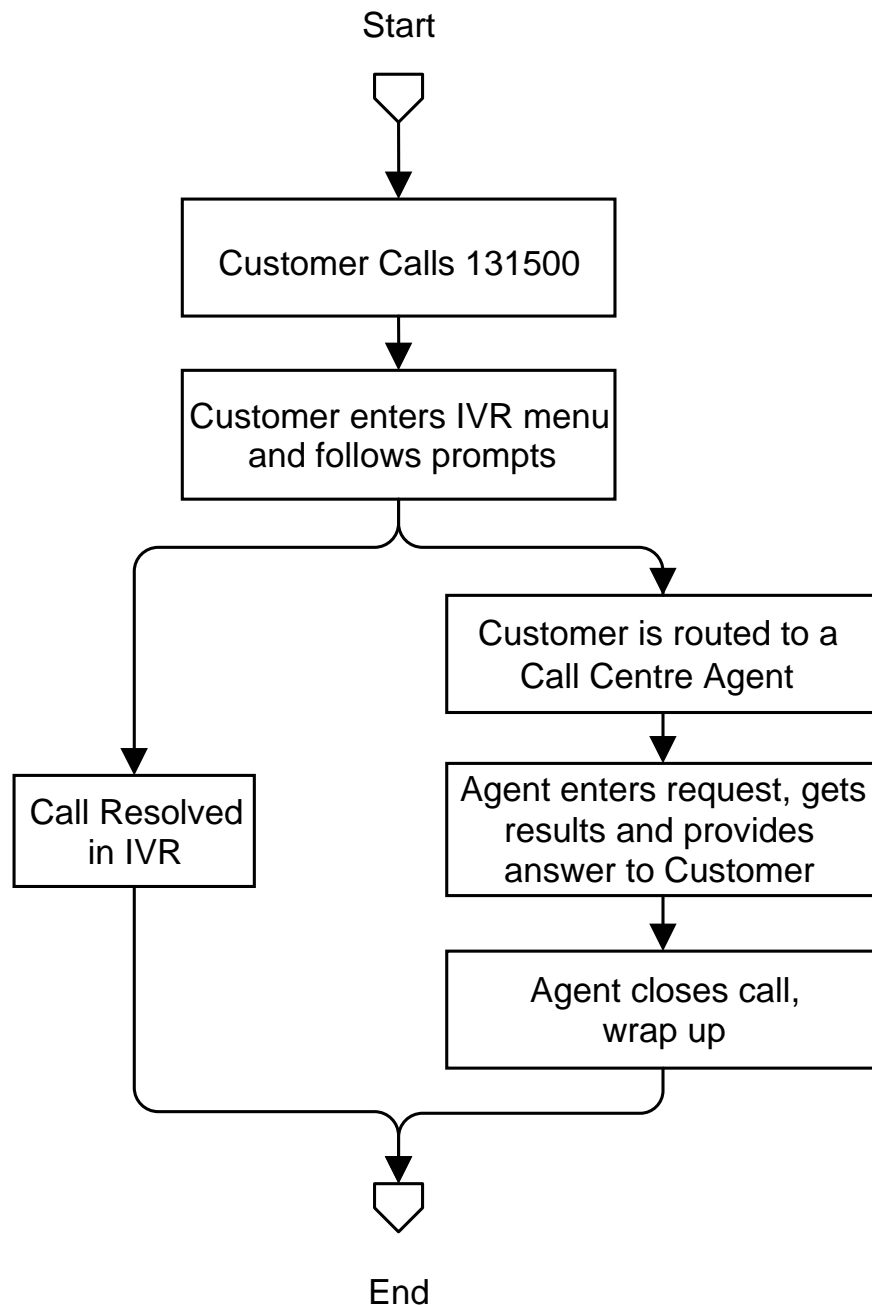
- 2.10 The Principal must approve the procedures and guidelines implemented by the Contractor for this Component Service. The Principal will supply an initial 131500 Policy and Procedures Manual to the Contractor.
- 2.11 Copies of the procedures and guidelines relating to this Component Service will be housed in the library at the Call Centre with a copy provided to the Principal.
- 2.12 Updates to the procedures and guidelines should be communicated to all Call Centre Agents within eight hours of the next shift.
- 2.13 Any revisions to the procedures and guidelines with impact to the provision of services under the Contract must be approved in accordance with Change Control procedures set out in Section 6.
- 2.14 Where a procedure with impact to the service is developed or changed by the Principal or an Agency, it must be forwarded to the Call Centre in written format via the Principal's Contract Manager, except during Changed Transport Conditions, whereby changes will be accepted from the Agency Liaison Officer in charge.

ACD Set-up

- 2.15 The diagram below indicates the options for Customers to access the Call Centre Agent Response Services via telephone calls.



Call Handling Flowchart



3 Call Centre Agent Response Services Transactions

This section includes the requirements that are specific to Call Centre Agent Response Services transactions. All common transactions are identified and specified in “Summary of 131500 Transactions” table in Appendix C of Section 1.

- 3.1 The Contractor must ensure that ITIS supports the required Call Centre Agent Response Services transactions according to “131500 Transactions and Services Matrix” table in Appendix C of Section 1 and KPIs set out in Section 7.
- 3.2 The Component Service should be able to respond to information requests about Transport Services with special conditions and features (e.g. Kiss and Ride, wheel chair access etc), and the Call Centre Agent should provide such information where possible.
- 3.3 When informing the Customers of an unplanned service interruption, particularly due to an emergency, the Call Centre Agent should adhere to the Emergency Response Plan and, where applicable, read the standard script provided by the Principal.
- 3.4 The Component Service should be able to respond to queries about an unplanned service interruption and requests for information on related problems such as traffic jams, and the Call Centre Agent should provide such information where possible.
- 3.5 For the purpose of later analysis, reporting and cost allocation the Call Centre Agent should complete a brief Call Transaction Record for every call handled. The Call Transaction Record should include:
 - 3.5.1 The type of enquiry.
 - 3.5.2 The relevant Agency for all enquiries related to a specific Agency.
 - 3.5.3 The mode of travel (for all travel related enquiries).
 - 3.5.4 Automatic date and time stamp.
 - 3.5.5 Automatic Call Centre Agent identifier.
- 3.6 The Contractor should ensure that enquiry records where the Call Centre Agent is not able to provide the necessary information to the Customer are flagged. These enquiry records should then be analysed and classified along with the number of enquiries and the Contractor should alert the Agencies and/or Principal of the requirement for additional information.
- 3.7 TTY Services
 - 3.7.1 The TTY Call Centre Agents will receive calls from an incoming 1800 number, separate to the 131500 number.
 - 3.7.2 Text telephone enquiries are currently handled by two SUPERPRINT 4425 Analogue TTY handsets. Any equivalent or

superior hardware in the Call Centre is acceptable in principle but needs to be agreed in writing by the Principal.

3.8 Interpreter Services

3.8.1 The Contractor should provide multilingual facilities for any or all of the Community Languages, at the option of and as required by the Principal.

3.8.2 The additional fees for multilingual Call Centre Agent Response Services will be based on two options, selected by the Principal at its discretion.

a) Option 1: The Contractor to utilise a current multilingual interpreter service for all Community Languages required and pass the cost directly on to the Principal.

b) Option 2: The Contractor to recruit and train staff to meet the most prominent multilingual requirements of the population and utilise an existing multilingual provider to meet the full requirements.

3.9 Trip Planning

3.9.1 Call Centre Agents should operate the Trip Planner in accordance with Section 2.

3.9.2 Trip plan details, alternative trip options and map references as appropriate should be explained to the Customer. The Customer should also be advised to access these details on the Transport Infoline website.

3.9.3 Call Centre Agent should consolidate information about Transit Locations, routes and timetables from multiple Agencies where trip plans generated include multiple Transport Service providers or modes of transport.

3.10 Customer Feedback

3.10.1 Call Centre Agents should accept Feedback from Customers and provide related services to them in accordance with Section 3.

4 Training

Induction training requirements

- 4.1 The Contractor should demonstrate how it will assure that Call Centre Agents are very familiar with and committed to the NSW public transport network, its services and general operations and conditions, including but not limited to familiarity with geography, major landmarks, shopping malls, entertainment centres, and general points of interest etc. This reduces the potential for misunderstanding with a Customer, speeding up the process and ensures that the quality of the call centre service and the experience of the Customer are as high as can be.
- 4.2 The Contractor will undertake appropriate staff induction and training programs to ensure that Call Centre Agents are appropriately trained and skilled in the provision of the Component Services.
- 4.3 Without limiting its obligation under paragraph 4.1 above, the Contractor agrees that it will do all of the following.
 - 4.3.1 During intensive hands-on training, new Call Centre Agents will learn the fundamentals of customer service and care through discussion, training and computer-based instructions.
 - 4.3.2 Call Centre Agents will receive in-depth product practice. This includes a thorough study and practice of the technical “How To”, as well as significant training and reflection on the human side of customer care. To ensure the quality of the training and accuracy of the information, initial Call Centre Agent training will be delivered by service managers who are involved in the daily operations of the Call Centre.
 - 4.3.3 In addition to classroom instructions, Call Centre Agents are tested on each level or “module” as it is completed. To guarantee the quality of customer care provided, only Call Centre Agents who satisfactorily complete their training will be allowed to provide any of the relevant Component Services. Calls to Call Centre Agents will be monitored through transition from training to live Calls to ensure the proper customer care level is reached.
- 4.4 A record of competency achievement will be maintained by the Contractor and be provided to the Principal upon request.
- 4.5 For TTY attendance train-the-trainer training will be provided by PrintAcall, or another service as agreed in writing by the Principal. The Contractor will ensure that through the train-the-trainer process, all Call Centre Agents will be trained as necessary.

- 4.6 Call Centre Agents must have detailed knowledge of the relevant Component Services, so that they can offer appropriate advice to Customers.
- 4.7 Call Centre Agents must have regular first hand experience with the NSW public transport network so that they can provide appropriate advice to Customers.
- 4.8 The Principal reserves the right to assess the knowledge and training of Call Centre Agents.
 - 4.8.1 To facilitate this, the Call Centre Agents must be available to attend assessment activities in person at a time and place reasonably determined by the Principal.
 - 4.8.2 For the purpose of this assessment, the Principal may determine at its sole discretion that assessment by telephone is not acceptable.
 - 4.8.3 The Contractor is to carry all costs associated with the attendance of Call Centre Agents and assessments by the Principal.

5 Operational & Management Processes

- 5.1 The Contractor must ensure that the appropriate ratio of service managers to Call Centre Agents is assigned to ensure that all quality measures of the services are met.
- 5.2 Daily operations in the Call Centre should be managed from a call and resources desk. It is the resource manager's responsibility to manage the call queue and ensure that there is adequate number of staff in place to meet the demands of the queue for each quarter hour period. This is done by ensuring all staff members adhere to their allocated schedule. The resource manager will deploy supervisors within the Call Centre, ensuring that there is sufficient monitoring and coaching at all times. This is to ensure Customer queries are handled with the minimum delay.
- 5.3 The Contractor must ensure that a common information pack is developed and maintained for supervisors and Call Centre Agents to stay current with regards to all Agency specific matters.
- 5.4 The primary objective of the supervisors is to manage the performance of their team. Supervisors are responsible for developing adequate coaching plans to ensure that their team becomes effective in the shortest possible timeframe and remains at a high level of performance.

- 5.5 Supervisors or dedicated “quality managers” must carry out regular coaching observations on each Call Centre Agent. Supervisors provide Call Centre Agents with feedback on the next available shift where required and the results are noted on the Call Centre Agent’s file.
- 5.6 The observations to record the following quality of service standards:
 - 5.6.1 Calls answered by Call Centre Agents using appropriate brand name and/or greeting.
 - 5.6.2 Prompt service.
 - 5.6.3 Correct allocation of an enquiry to an Agency.
 - 5.6.4 Right first time execution.
 - 5.6.5 Fast accurate problem resolution.
 - 5.6.6 Customer friendly.
 - 5.6.7 Adherence to defined procedures.
 - 5.6.8 Correct closure.
 - 5.6.9 Correct recording of call details in Call Transaction Records.
- 5.7 Reports detailing results of such observations should be made available to the Principal promptly on Principal’s request.
- 5.8 The first step in the quality process is recording of the observations made by the supervisor and/or quality monitor. This is to ensure that Call Centre Agents are adhering to the policies and procedures as documented in the Operator Manual (see below) and provided during induction training.
- 5.9 The Contractor should describe any other mechanisms they may employ to ensure appropriate customer care and quality of service.

Preparation of an Operator Manual

- 5.10 The Contractor must prepare, maintain and allow the Principal to access the Operator Manual that describes how the Call Centre Agent Response Services will be provided. This manual will be utilised by the personnel who are to be involved in the delivery of the Component Service. Operator Manual should be made available to the Principal promptly on the Principal’s request.
- 5.11 The initial version of the Operator Manual should be prepared during the implementation period.

- 5.12 The Contractor must facilitate the compilation of an Operator Manual which would best serve the needs of the Call Centre Agents. This manual will cover the software, telephony and the human interaction components of the different types of calls. The Contractor will work in liaison with the appropriate resources (Principal's representatives and Agencies' Liaison Officers) to ensure that the Operator Manual represents the call processes that are required to deliver the specified Component Services.

Update / Modification

- 5.13 Each Agency will provide all relevant and available documentation and information to the Call Centre as required by the Contractor from time to time. As this documentation / information is updated, the Call Centre will be provided with the updated versions. The Contractor must communicate such updates to its staff, IVR and web pages as appropriate to assure that Customers are provided the most up to date information available.

Such documentation and information includes:

- Timetables ticketing / fare information.
- Relevant brochures.
- Timetable variation notices.
- Facilities and amenities information.
- Other documents as agreed from time to time.

6 Call Centre Call Avalanche Process

This section sets out the process in identifying and responding to a Call Avalanche scenario identified by the Contractor on the 131500 Transport Infoline.

Call Avalanche Conditions

- 6.1 Call Avalanche conditions are defined as a sudden and dramatic increase in Voice Services' call volume against forecast that may result in approaching or exceeding maximum capacity of the IVR, queue slots and Call Centre Agent response.

Business rules implying that Call Avalanche conditions have been reached at the Call Centre may be defined as:

- a) An increase in calls in queue (more than 25).
- b) Increased average wait time (more than one minute).

- c) The length of time the queue remains congested with calls and high queue wait times.

All three triggers combined, provide a true indicator of the severity of the Call Avalanche. That is, the higher the queue call volume, wait time and length of congestion, the greater the severity of the Call Avalanche.

Call Avalanche Response Process

6.2 Actions during a Call Avalanche situation required are:

- 6.2.1 Determine Call Avalanche severity & grade of response.
- 6.2.2 Emergency scripting.
- 6.2.3 Agree on review periods.

Call Avalanche Reactions

6.2.4 IMMEDIATE (react within 15 minutes of detection)

1	Placing an emergency message on the IVR overflow queue	Review every 30 minutes
2	Emergency message on website	Review every 30 minutes
	Record an emergency message on the IVR (i.e. reconfigure IVR)	Review every 30 minutes

6.2.5 SHORT TERM (react within 30 minutes)

3	Increase capacity (telecommunication service provider permitting)	Contractor to contact and advise action within 3 hours (or ASAP after advice received from the telecommunication service provider
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6.2.6 MEDIUM TERM (react within 1 hour)

4	Existing staffing utilised including call centre administration staff and staff not rostered Note: Limitations with system training means non phone staff provide basic emergency information only. Staff availability may be limited.	Review and revise as appropriate every hour
5	Reconfigure IVR messaging	Send avalanche callers to new

		Option 1 (if possible, this should be part of immediate response) Principal/Agency rep to raise change request via email
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6.2.7 LONG TERM (react within 4 hours)

6	Call Overflow to alternate site	Determine viability	Contractor preferences (in order: Site1, Site2 / DRP site)
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Call Avalanche Events and Grade of Response Matrix

- 6.3 Events can be broadly categorised according to their impact on the transport system, the number of potential users affected and the expected duration of the incident at its outset. The table below outlines the measures recommended to address various incidents according to the severity of the impact and expected duration of the incident.

Event Type	Expected Duration of Event				
	→ Avalanche Reactions				
	< 6hrs	6-12 hrs	12-24 hrs	24-48 hrs	> 48 hrs
Road/Track disruption, accident, fallen powerlines	1,2,3	1,2,3,4,5		1,2,3,4,5,6	
Special Event interrupting traffic provision/flow					
Anticipation/eventuation of industrial or union action					
Natural event including flood, storm, hail, tornado	1,2,3,4,5,6				
Station facility unavailability, e.. gas leak, biochemical hazard					
Bomb or terrorist threat					

Notification of Call Avalanche – During Business Hours

6.4 Upon detection of a Call Avalanche (according to criteria as specified in clause 0 or as revised by mutual agreement between the Parties) the Contractor must advise the Principal on the conditions of Call Avalanche including:

6.4.1 Calls in queue.

6.4.2 Current call wait times.

6.4.3 Any known cause.

The Principal will communicate with all Agencies via telephone or email immediately after notification by the Contractor.

Notification of Call Avalanche - Outside of Business Hours

6.5 The above measures must be in place to deal with Call Avalanche conditions on a working day (e.g. except Saturday, Sunday or public holiday).

6.6 Where Call Avalanche conditions occur on a non-working day, the Contractor is authorised to enact options for immediate and short term response (options 1, 2 & 3). Unless alternative capacity is readily available formal approval via telephone or email for options 4, 5 and 6 is required.

The Principal will provide out of hours contact numbers for representatives of the Principal and Agency Liaison Officers for Contractor to contact and notify where appropriate.

Roles and Responsibilities

Role	Responsibility
Contractor's Call Centre Manager or the Service Manager on duty	Notify the Principal of Call Avalanche Implement agreed mitigation activity Provide post-event summary report
Principal's Contract Manager	Notify Agency Liaison Officers in charge Provide ongoing updates re avalanche response

Role	Responsibility
Principal's Contract Manager or Agency Liaison Officers in charge	Provide scripting for emergency announcements Provide approval for mitigation measures

6.7 Post Call Avalanche steps to be completed include:

6.7.1 Reporting of performance.

6.7.2 Issues identified & potential resolutions.

6.7.3 Updating of relevant documentation.

Post Call Avalanche Reporting

6.8 Due to the criticality of responding quickly in a true Call Avalanche situation, the Contractor, Principal and the Agencies accept that there may be a large number of communications via telephone during an event.

6.9 Once the Call Avalanche situation has been resolved or has reached manageable levels, the Contractor will provide a summary report of issues identified and actions taken including who provided authorisation to proceed and any 'lessons learnt' for application in future Call Avalanche situations.

6.10 If the Contractor requires additional IVR options or Call Centre Agent groups, the Change Request must be supported by the relevant IVR statistics and / or Call Transaction reports.

7 Automated Tools

7.1 The Contractor should ensure that utilities and tools are adequate to the task of providing an effective service consistent with the specification in this Section and in accordance with the KPIs as set out in Section 7. Hard copies of time tables, fares and other brochures should only be used as a last resort and should remain a temporary solution while the automatic utilities are updated or improved.

8 IVR Services

Current IVR Structure

The current IVR structure set out in Appendix A of this Section has been designed with the Agencies to cater for 131500 call types, maximise resolutions and comply with AS/NZS 4263:2003 – Interactive voice response systems - User-interface - Dual tone multi frequency (DTMF) signalling standard.

- 8.1 The Contractor may wish to make adjustments to this structure to support Service Continuity. If so, the Contractor should specify the changes and the reasons for them.

Critical Functions

- 8.2 The Critical Functions for this Component Service are:

- 8.2.1 Automated IVR information in response to Next Service calls.
- 8.2.2 Special Events and public transport service information.
- 8.2.3 Up to date timetable information, track work and other disruptions and service resumptions as advised by the Agencies.

Hours of Operation

- 8.3 The IVR is to be available at all times and in accordance with the KPIs set out in Section 7.
- 8.4 Call Centre Agents may not be available at all times. During the Hours of Operation for Call Centre Agent Response Services, the IVR can connect Customers to the Component Services as specified. Outside these hours, when the Component Service is not available, a different message must be played explaining the actual hours of Call Centre Agent Response Services. This message should be played before or instead of a Customer being offered the option to connect to a Call Centre Agent.
- 8.5 Any update or other maintenance service on the IVR should not affect the IVR availability and performance.

Development of IVR Scripts

- 8.6 Any further development of the IVR will occur via Change Requests by the Principal or the Contractor in consultation with the Principal (and/or Agency) Representatives. The Principal must approve in writing any IVR

script changes proposed before that script is implemented as part of the IVR solution.

Process for Updating Script on the IVR

- 8.7 Any major updates to the IVR script will, where possible, be agreed by the Principal one month prior to implementation.
- 8.8 Changes or updates to voice recordings on the IVR (including message updates) should preferably be performed by the Contractor, utilising Contractor's nominated voice talent, which should be approved by the Principal.
- 8.9 Agencies must be able to update relevant IVR messages directly. The Contractor should devise a secure protocol for remotely updating IVR messages.
- 8.10 Minor or incidental changes to the script, not interfering with the IVR functionality, may be sourced by the Contractor subject to the Principal's right to pre-approve talent and pre-approve script.
- 8.11 In urgent situations where pre-approval by the Principal of the script or of the talent is impossible or impractical, the Contractor may use its own talent and script on an interim basis. The Contractor will make all efforts to revise talent and script as directed by Principal to conform to Principal's subsequent instructions.
- 8.12 During Changed Transport Conditions, there may be specific messages required to inform Customers up front of the situation at hand. The Contractor must accept wording for these messages communicated via the Agency Liaison Officer in charge for the area concerned or by the Principal's Contract Manager as appropriate.
- 8.13 During Special Events, there may be specific messages inserted to cater immediately to Customers needs and minimise the impact on the Call Centre Agent Response Services. The Contractor must accept the wording, associated with these messages from or being approved by the Principal. Apart from the Principal, the only other authorised sources to communicate messages are the Agency Liaison Officers in charge.

IVR Termination

- 8.14 The Contractor should use all reasonable efforts to resolve calls within the IVR and in accordance with the KPIs set out in Section 7.
- 8.15 The Contractor should use all reasonable endeavours to improve the IVR resolution rate KPI set out Section 7, subject to meeting the other

performance requirements under the Contract. Calls expected to terminate in the IVR include, but are not limited to:

- a) Next Service Calls
- b) Most service disruption calls
- c) Enquiries regarding track work, strikes and Special Events
- d) Enquiries concerning tickets and fares

8.16 REMOVED.

Call Centre IVR Transactions

This section includes the requirements that are specific to Call Centre IVR transactions. All common are identified and specified in "Summary of 131500 Transactions" table in Appendix C of Section 1.

- 8.17 The Contractor must ensure that ITIS supports the required IVR transactions according to "131500 Transactions and Services Matrix" table in Appendix C of Section 1 and KPIs set out in Section 7.
- 8.18 During the Hours of Operation, Customers must always have the option of speaking to a Call Centre Agent if they do not wish to use the IVR functions or a particular function is not available.
- 8.19 For the purposes of the IVR, the timetable information functionality is currently limited to bus mode of Transport Services queries only.
- 8.20 When browsing the timetable information, Customers are to interact with the IVR by sending the DTMF tones from the devices they are calling from.
- 8.21 To retrieve information about a particular bus service, Customers are expected to provide the following input:
- Bus stop number (mandatory)
 - Time of travel options (now, other time today or tomorrow)
 - Route number (either entered or selected from a list)
- 8.22 The IVR should always validate the entries and prompt the user when inputs do not pass the validation requirements or there are no matching results for the input.

- 8.23 Customers should easily be able to navigate between the previous and next bus services.
- 8.24 The following types of information are provided to Customers via IVR navigation as recorded messages:
- The Special Events and associated travel information
 - Planned service disruptions
 - Unplanned service interruption
 - Miscellaneous and FAQs
- 8.25 A Customer should be able to get routed to all Agencies' relevant customer service departments.
- 8.26 For every Special Event IVR call, the IVR should record the event's details.
- 8.27 For all IVR calls, the IVR should record the types of enquiries, IVR call paths, statistics and modes of travel.
- 8.28 The IVR should not reach a state where the Customer is neither able to return to the main (initial) menu nor be routed to the Call Centre Agent Response Services,

9 Reporting

- 9.1 The Contractor should meet the Voice Services reporting requirements as specified under "Voice Services" heading in Appendix D of Section 1.
- 9.2 The Contractor should meet the Voice Services KPI reporting requirements as specified under "Performance, Billing and Management" heading in Appendix D of Section 1.

10 Review of Services

- 10.1 The Principal may conduct a review of the Component Service in accordance with the audit and review process set out in the "Standard Terms & Conditions" and "Module 11" of the Contract.

Service Enhancements

11 Scope of Service Enhancements to IVR

Currently identified scope of Service Enhancements to the IVR is as follows.

- 11.1 Introducing speech recognition to Critical Functions (see below).
- 11.2 Optionally including advanced speech synthesis capabilities in the IVR as may be required for more complex natural language dialogs.
- 11.3 The Contractor is requested to provide details if there is an extended capability available to undertake any of the other services currently available only via Call Centre Agent Response Services or Internet Services, for instance trip planning or fare enquiries using natural language over the phone.
- 11.4 The Principal requires a proof-of-concept phase to be completed prior to the introduction of such a system.

12 Natural Language Speech Recognition

- 12.1 For the purposes of this Section, using natural language refers to the speaker being able to use his/her normal conversational way of speaking.
- 12.2 Any speech dialog must be able to be interrupted easily (e.g. pressing a key), if a Customer wants to speak to an Call Centre Agent.
- 12.3 Speech recognition must be independent of the speaker. No “training” of the system to select speakers must be required. The system is required to recognise spoken words by the common people of NSW, male, female, old, young, and speaking fast or slow and with a large tolerance to accents.
- 12.4 Tolerance is also required to limited sound quality as all conversation will use phone lines, and background noise and other artefacts may be present.
- 12.5 The vocabulary to control the dialog will be limited, probably to less than 50 commands and key words.
- 12.6 Commands and key words must be recognised at all times and in all dialog contexts as appropriate.
- 12.7 The commands and key words include the service selections (e.g. plural and singular of buses, trains, ferries, timetable, fares etc.) and dialog controls (e.g. Cancel, Stop, Operator, Yes, No etc.).

- 12.8 In the appropriate dialog context all the colloquial expressions for numbers should be recognised (e.g. Zero, Oh, Nought, double-oh, three-hundred-fifty-one, threehundredandfiftyone, nineteen hundred etc.).
- 12.9 In the appropriate dialog context the typical expressions for date and time (November 7, 30th of March, today, tomorrow, next Tuesday, tonight half past 7, seven thirty, seven o'clock, midnight, a-quarter-to-eleven, four-twenty, before, after, past, minutes to etc.) should be recognised.
- 12.10 The major issue is to recognise names of towns, suburbs, streets and stations, but a structured dialog can be built so that the number of alternatives can be limited in the context of the sub-dialog (e.g. town or suburb first than street or landmark);
- 12.11 Recognised expressions with high degrees of certainty or probability should be acted upon without confirmation. Expressions with a low degree of recognition or with a major impact in the dialog should be confirmed via reading back the system's recognised standard text and expecting a yes/no reply.

13 Voice Output in Natural Speech Dialogs

- 13.1 The Contractor is required to provide details about the speech output for the proposed natural speech dialog (using compilation of prepared speech elements or a general text-to-speech approach) for:
 - 13.1.1 Response to IVR commands and options.
 - 13.1.2 Extended response to queries (trip planning, time tables, fares).

Appendix A: Current IVR Schema

