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**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 Government State Contracts Control Board**

## **PART A – THE REQUIREMENT AND TENDER INFORMATION**

## **PART B – THE TENDER PROCESS**

**Contract:** NSW Department of Community Services  
Helpline Technology Replacement Project

**RFT Number:** 0702220

**Tender Issue Date:** 29 January 2008

**Closing Date:** 4 March 2008

**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.

Other matters should be directed to:

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NSW Procurement - Contracting Services  
NSW Department of Commerce  
McKell Building  
2-24 Rawson Place  
Sydney NSW 2000  
Tel: (02) 9372 7504  
Fax: (02) 9372 7533

# DoCS Helpline Technology Replacement

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## **PART A THE REQUIREMENT AND TENDER INFORMATION**

### **1. OUTLINE DESCRIPTION OF THE REQUIREMENT**

1.1 The Department of Community Services (DoCS) Helpline was established in December 2000 to provide a 24-hour, 7-days per week single entry point for people wanting to report child protection issues. The DoCS Helpline was established to provide:

- a 24-hour, 7-days per week single entry point for people wanting to report child protection issues,
- an after-hours crisis team to respond to call-outs.
- a Domestic Violence Line for telephone counselling, information and referrals for people who are experiencing or have experienced domestic violence.
- a Foster Care Recruitment Line for those people interested in fostering children.
- general enquiries line about community services.

In 2006/2007 DoCS received around 150,000 calls through the DoCS Helpline. This translates to 286,000 individual reports (an 80% increase from the 159,000 reports received in 2001/2002).

As a single point of entry, the availability of the DoCS Helpline is mission critical to DoCS, and any interruption or failure of the service not only threatens DoCS ability to deliver crucial services; it literally puts lives at risk.

Due to the ageing technology platform and expanding service requirements of the DoCS Helpline, there is an urgent and critical need to replace the underlying technology.

The objectives of the technology replacement project are to:

- Maintain the ability to provide crucial services to the community
- Increase capacity and scalability to deal with anticipated growth in call numbers
- Be able to record calls as recommended by the Auditor General's Performance Audit of the DoCS Helpline (June 2005)
- Improve reporting, statistics and coaching facilities, to assist in the continuing improvement of call centre effectiveness
- Improve services to clients

To achieve this, DoCS are seeking to replace the underlying technology and improve functionality. Implementation must be with minimum risk to the DoCS Helpline business and is to give priority to the most pressing functional needs.

1.2 This Request for Tender ("RFT") covers the following requirements for the DoCS Helpline:

- Replacement of the hardware and software associated with the existing PABX with one which is highly available, resilient and fully supported.
- Replacement of the hardware and software associated with the existing Interactive Voice Response facility (IVR).

- Supply and implement the hardware and software associated with a Call Recording functionality which is to be introduced into the DoCS Helpline processes.
  - Supply and implementation of the hardware and software associated with a call accounting system which will validate carrier bills, report on trunk utilisation and on trends / caller demographics.
  - Integrate the above components with each other and with key existing DoCS applications.
  - Supply a maintenance contract for the new scope with defined service levels including response times and availability commitments.
- 1.3 The two potential solutions being sought by DoCS are Hybrid (TDM and VOIP) and VOIP.
- 1.4 The period of the Contract will be three years, with two optional extensions, each of twelve months' duration.
- 1.5 The State Contracts Control Board ('the Board') is responsible for the conduct of the tender process, assisted by NSW Procurement - Contracting Services.

## **2. SUMMARY INFORMATION FOR TENDERERS**

### **2.1 Interpretation**

- 2.1.1 Definitions of terms used in Parts A-C are listed at the start of Part B.

### **2.2 Structure of Request for Tender**

- 2.2.1 This RFT is made up of Parts A to E. If submitting a Tender, retain Parts A, B, D and E. The completed Part C forms the Tender.
- 2.2.2 Submit Part C in accordance with instructions in Part B. Part C contains the following:
- Form 1 Prime Contractor Profile
  - Form 2 Pricing, Configuration And Related Information (which incorporates the attached Excel spreadsheet, 'DoCS Helpline Pricing Schedule.xls')
  - Form 3 Statement Of Compliance With Tender Information And Process
  - Form 4 Statement Of Compliance With Proposed Conditions Of Contract
  - Form 5 Statement Of Compliance With Specification Requirements
  - Form 6 Acknowledgement And Confirmation Of Tender
- 2.2.3 Part D comprises the proposed Conditions of Contract. This document will form the basis of the agreement entered into by the successful tenderer(s) and the Principal.
- 2.2.4 Part E comprises the Specification Requirements, defining the goods and/or services to be provided under any resultant Contract.

### **2.3 Contact Officer**

- 2.3.1 Refer requests for information or advice regarding this RFT to:
- Name: Stephen Jones  
 Phone: (02) 6687 1121  
 Email: praxis@mbox.com.au

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

## **2.4 Nature of Agreement**

- 2.4.1 The Requirement is to be met by an agreement between the Principal and the successful tenderer on the terms of Part D.
- 2.4.2 The agreement will be for a term of three years and may be extended by two further terms, each of twelve months.

## **2.5 Eligibility to Tender**

- 2.5.1 Tenders must be submitted by a legal entity or, if a Prime-Contractor Tender, by legal entities, with the capacity to contract. The Principal will only contract with the relevant legal entity.
- 2.5.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If Tenders from trustees are permitted this may include a copy of the relevant trust deed. Any evidence requested is to be provided within 3 working days of the request.
- 2.5.3 The Board may submit any financial information provided by the Tenderer for independent financial assessment of the Tenderer's business.
- 2.5.4 The Board reserves the right to reject any Tender if it judges the tenderer not to have appropriate financial assets.
- 2.5.5 If the Board judges the tenderer's financial position to be marginal, it reserves the right to make acceptance of any Tender conditional upon the tenderer entering into a bank or parent company guarantee, or an unconditional performance bond.
- 2.5.6 Tenderers must read, understand and comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below. Tenderers must disclose any potential conflicts of interest (including any relevant relationships) in the Tender Response.
- 2.5.7 The Board will consider any disclosure and will only enter into an agreement with Tenderers that do not have improper conflicts of interest. If the Board becomes aware of improper conflicts of interest by a successful tenderer at the time an agreement has already been entered into, then the Board reserves the right to terminate the agreement.

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

## **2.6 Other Eligibility Requirements**

- 2.6.1 The Board 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 Response.
- 2.6.2 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 Board's discretion if the Tenderer demonstrates that it will obtain an ABN and GST registration before entering into an agreement with the Board. Such Tenderers must



state how and when they intend to obtain an ABN and register for GST in their Tender Response.

### **3. WHERE TO OBTAIN THIS RFT**

#### **3.1 RFT Copies**

- 3.1.1 A tenderer may obtain either a hard copy or electronic copy of this RFT.
- 3.1.2 NSW Department of Commerce has adopted an electronic tendering system using the internet, which has the capacity for viewing, downloading, or ordering the RFT and for the lodgement of Tenders.

#### **3.2 Hard Copy**

- 3.2.1 A hard copy of this RFT may be obtained by:
- (a) Ordering on-line through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>. Hard copy orders placed through the website will be filled by standard postal delivery.
  - (b) By prior arrangement on (02) 9372 8900 between 8.30am and 4.30pm, Mondays to Fridays (except public holidays) from Tenders Office, McKell Building, NSW Department of Commerce.
  - (c) Ordering by telephone (02) 9372 8900. An additional fee is charged for delivery by express post or by courier, as required.
  - (d) First viewing a full exhibited copy at the Tenders Office by prior arrangement on (02) 9372 8900 between 8.30am and 4.30pm Mondays to Fridays (except public holidays).
- 3.2.2 A copy of the Price Schedule in CD-ROM form or on a floppy disk may in some cases be provided with the hard copy.

#### **3.3 Electronic Copy**

- 3.3.1 An electronic copy of the RFT and any Addenda that may be issued up to the Closing Date and Time, may be viewed and downloaded from the internet at the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>
- 3.3.2 A tenderer is encouraged, to obtain the RFT and to lodge a Tender electronically through the NSW Department of Commerce eTendering website.
- 3.3.3 In order to download an electronic copy of the RFT, a tenderer must first register as a site user.
- 3.3.4 A tenderer should follow the instructions on the site to view an RFT. To locate and view an RFT and its RFT Summary, follow the instructions on the NSW Department of Commerce eTendering website:
- (a) First locate the RFT using the RFT Search, or by looking at the Current RFT listings screen where the additional search function may also be used.
  - (b) You may see some details of the RFT by accessing them through the blue "Viewable Copy" button. This function is provided to assist in making a decision to obtain a "Responsible Copy" of the RFT.
  - (c) Download the "Responsible Copy" files from the website by selecting the blue "Responsible Copy" button (if one appears for that RFT) and then follow

the steps and the instructions on the NSW Department of Commerce eTendering website.

## PART B THE TENDER PROCESS

### 4. DEFINITIONS OF TERMS USED IN PARTS A-C

- 4.1 Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below. Note that not all defined terms will appear in all RFTs.

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

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

**“Alternative Tender”** means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

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

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of Departments and other public sector agencies; and
- On-going contract administration and management,

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

**“Closing Date and Time”** means the Closing Date and Time for receipt of Tenders, specified on the cover sheet to 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 the particular RFT. The code can be viewed and downloaded from:

[http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

**“Conforming Tender”** means a Tender that:

- (a) conforms to the Requirement (i.e. offers either a VOIP Solution or Hybrid Solution or both;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions of Part D, and
- (d) conforms to all of the other requirements of this RFT.

**“Contract”** means the agreement entered by the Contractor and the Principal as a result of and following the completion of this tender process. The Contract shall incorporate: the Conditions of Contract (Part D of the Request for Tender); the Specification (Part E); relevant parts of the successful tenderer's response (taken from the tenderer's returned Part C); and any other matters, including variations to Parts D and E and the tenderer's response to Part C, agreed by the parties before entering the Contract.

**“Contract Period”** means the intended three-year period of the Contract and any agreed extension thereto.

**“Contractor”** means the tenderer as a party to the proposed agreement.

**“Deliverables”** means the goods and/or services sought under this RFT, as detailed in the Specification.

**“Government Businesses”** means in general, entities which: a) have some form of public sector ownership; b) are engaged in trading goods and/or services; c) have a large measure of self sufficiency; and d) are subject to Executive control. In this context, the term Government business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

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

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

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

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

**“Non-Conforming Tender”** means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms and conditions of Part D, including a Tender which seeks to qualify or amend these terms, or
- (d) does not conform to any of the other requirements of this RFT.

**“OHS&R”** means occupational health, safety and rehabilitation.

**“On Request Items”** means any Deliverables nominated as On Request Items.

**“Price”** includes a price expressed as a lump sum or a rate per unit of quantity, calculated in accordance with this Part.

**“Price Schedule”** means the list of Deliverables offered by the tenderer, together with the corresponding pricing information.

**“Principal”** means the Department of Community Services.

**“Requirement”** means the requirement for the Deliverables to be met by the Tender and detailed in the Specification.

**“RFT”** means the Request for Tender.

**“Specification”** means the detailed description of the required goods and/or services contained in Part E.

**“NSW Procurement - Contracting Services”** means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Board.

**“Tender”** means the offer to supply the Deliverables submitted in response to the RFT.

**“Tender Price”** means, in respect of each Deliverable offered, the Price nominated in the Price Schedule for that Deliverable.

## **5. PREPARATION OF TENDER - GENERAL**

### **5.1 Conformity of Tenders**

- 5.1.1 The Board seeks Conforming Tenders.
- 5.1.2 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, or, in the case of electronic tenders, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration, at the Board's discretion.
- 5.1.3 Tenderers may, if they choose, submit an Alternative Tender but only in conjunction with a Conforming Tender. Tenderers are encouraged to offer options or solutions that contribute to the Principal's ability to carry out its business in a more cost-effective manner.
- 5.1.4 The Board may assess an Alternative Tender against the selection criteria where submitted with a Conforming Tender.
- 5.1.5 An Alternative Tender must be clearly marked "Alternative Tender".
- 5.1.6 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
  - (a) any Alternative Tender or part of an Alternative Tender, where submitted with a Conforming Tender; and
  - (b) any other Non-Conforming Tender or part of a Non-Conforming Tender that, in the Board's opinion, is substantially a Conforming Tender.

### **5.2 Prescribed Form of Tender**

- 5.2.1 The Tender, including any Alternative Tender, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.
- 5.2.2 The Tender will be taken to be for the supply of the Requirement on the terms and conditions stated in Part D except to the extent that these are amended by the Tender.

### **5.3 General Instructions for Completion of Tenders**

- 5.3.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 5.3.2 Tenderers must initial and date any alterations to, and deletions from, a hard copy Tender.
- 5.3.3 Tenderers must complete ALL of Part C of this RFT, as directed.
- 5.3.4 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.

## 5.4 Addenda to RFT Before Close of Tenders

- 5.4.1 The Board, during the tender period, 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. They must obtain a copy of all Addenda as given in clause 5.4.2 or 5.4.3 as applicable.
- 5.4.2 Where a RFT has been acquired in hard copy form, tenderers must contact the Contact Officer named under clause 2.3 of Part A or the Tenders Office (Level 8, McKell Building, 2-24 Rawson Place, Sydney, contact number (02) 9372 8900, e-mail: [Tenders@commerce.nsw.gov.au](mailto:Tenders@commerce.nsw.gov.au)).
- 5.4.3 Where an RFT has been acquired in an electronic form, tenderers must check the website address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.

## 5.5 Pre-Tender Briefing

- 5.5.1 A briefing session for all prospective respondents will be held to enable clarification or amplification of the Department of Community Services' requirements.
- 5.5.2 Details of the briefing session are as follows:
- Place: Salvation Army Function Centre, Level 4, 140 Elizabeth Street Sydney, NSW
- Date: Thursday, 14 February, 2008
- Time: 10.30 am
- 5.5.2 Respondents wishing to **register** to take advantage of this opportunity should email Stephen Jones of Contracting Services on [praxis@mbox.com.au](mailto:praxis@mbox.com.au) by 5.00 pm, Monday, 11 February, 2008, or if there are any queries regarding the registration please telephone Stephen on (02) 6687 1211. Due to limited space of the venue, the briefing session is limited to two representatives per organisation.

## 5.6 Tenderers to Inform Themselves

- 5.6.1 Before submitting its Tender, a tenderer must:
- (a) examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
  - (b) satisfy itself:
    - (i) that the Tender, including the Tender Price is correct; and
    - (ii) that it is financially and practically viable for it to enter into and perform the proposed agreement.

## 5.7 Tender Composition

Tenderers are required to respond to the RFT in the following format:

A table of contents shall be provided and the response shall include the following:

### Executive Summary

The executive overview should focus on the requirements and evaluation criteria and be suitable for distribution to senior management.

It should therefore address at least the following:

the tenderer's understanding of the key requirements,  
the ability of the proposed system to meet DoCS' evaluation criteria,  
the strong points associated with the proposal.

### **Proposed Solution**

Tenderers shall provide a detailed commentary of their proposed solution for each section within the technical and functional requirements listed in the tender.

Tenderers are requested to tabulate compliance to each numbered function, using the Response Forms provided with the RFT.

## **6. PREPARATION OF TENDER – POLICY REQUIREMENTS**

### **6.1 Procurement Policy – Introduction**

- 6.1.1 Tenderers should read the main policy documents listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to Tenderers' attention in this cl.6. Their requirements are reflected in the selection criteria listed in clause 9.2 and in the responses required from Tenderers in Part C.

NSW Government Procurement Policy  
<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

### **6.2 Code Of Practice For Procurement**

- 6.2.1 Tenderers must comply with the NSW Government Code of Practice for Procurement, which is available at:  
[http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)
- 6.2.2 Lodgement of a Tender will itself be an acknowledgement and representation by the Tenderer that it is aware of the requirements of the Code, that the Tenderer will comply with the Code and that the Tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded.
- 6.2.3 If a Tenderer has failed to comply with the Code, this failure will be taken into account by the Board when considering its Tender or any subsequent Tender and may result in this or any subsequent Tender being passed over without prejudice to any other rights or action or remedies available to the Board.

### **6.3 Criminal Records & Prohibited Employment Declaration Check**

#### **6.3.1 DoCS Working with Children Screening Process**

It is a requirement that the Tenderer agrees to a criminal records and Prohibited Employment Declaration check of any personnel or subcontractors working on the DoCS technical systems. Such people are to be approved prior to working on any system.

Additionally, it is a requirement of this RFT that the successful Tenderer(s) are required to submit all staff that work on DoCS sites for a prohibited employment

check. This check is required under the NSW Government's Child Protection (Prohibited Employment) Act.

#### 6.3.2 The Child Protection (Prohibited Employment) Act

Relevant details are provided below.

"The Child Protection (Prohibited Employment) Act, 1998 makes it an offence for a person convicted of a serious sex offence (a prohibited person) or a registrable person under the Child Protection (Offenders Registration) Act 2000, to apply for, or remain in, child-related employment. It does not apply if an order, from the Industrial Relations Commission or the administrative Decisions Tribunal, declares that the Act does not apply to a particular person.

Section 5 of the Child Protection (Prohibited Employment) Act, 1998 defines a serious sex offence as an offence involving sexual activity or acts of indecency that was committed in NSW and that was punishable by penal servitude or imprisonment for 12 months or more, or, an offence involving sexual activity or acts of indecency that was committed elsewhere and that would have been an offence punishable by penal servitude or imprisonment for 12 months or more if it had been committed in New South Wales.

Within the Department of Community Services (DoCS), child-related employment means any person employed by DoCS. No distinction is made between different occupational categories of employment or between the different duties that a person may have. This coverage includes permanent, temporary and casual officers and also includes volunteers and students. Where a Vendor or consultant is now engaged, then their agreement of appointment will require them to make a similar declaration.

Tenderers are to state their willingness to accept these checks for all staff and contractors/subcontractors that may be engaged on DoCS sites.

### 6.4 Occupational Health Safety & Rehabilitation

#### 6.4.1 Tenderers must comply with the following OHS&R requirements in the performance of any agreement awarded:

- (a) The *Occupational Health and Safety Act 2000* (NSW) and any regulation made under this Act, including the OHS Regulation 2001
- (b) Codes of Practice, approved and issued pursuant to the above Act and or regulations made under the Act

#### 6.4.2 Tenderers must ensure that the Tenderer's Sub-Contractors will comply with the OHS&R requirements listed in 6.3.1 in the performance of any agreement awarded.

#### 6.4.3 Tenderers must indicate compliance with OHS&R obligations in Part C.

### 6.5 Environmental Management

#### 6.5.1 The NSW Government seeks to promote ecologically sustainable development through procurement. The Tenderer is required in Part C to highlight how the provision of the Deliverables would promote this object if its Tender is accepted.

### 6.6 Economic Development Through Government Procurement

#### 6.6.1 Economic development is a key policy objective in all government procurement. This objective may incorporate policies regarding:

- (a) local industry participation, and;



- (b) Small to Medium Enterprise (SME) involvement, employment and workforce development.

6.6.2 Policies of particular relevance to this procurement are drawn to tenderers' attention in this Part B. Further details are to be found in the NSW Government Procurement Policy and from sources identified in this clause.

6.6.3 Tenderers are encouraged to take up the services offered by the Industry Capability Network (NSW) Ltd (ICN) to assist in maximising the local content of Tenders. The ICN is a business advisory service, managed by industry and funded by the NSW Government, primarily to assist business and buying organisations to source their requirements from local producers who can provide goods, equipment and services against imports. The ICN provides a free service of identifying the supply capabilities of Australian manufacturers and import replacement. The ICN also assists in the preparation of Local Industry Participation Plans. Contact details are given below.

ICN (NSW) Ltd, Suite 3, Century Plaza, 80 Berry Street, North Sydney NSW 2060  
 Phone: 02 9025 3150; Fax: 02 9025 3151  
 Email: [enquiry@icnsw.org.au](mailto:enquiry@icnsw.org.au)  
 Website address: [www.icnsw.org.au](http://www.icnsw.org.au)

6.6.4 The Board makes no representation or promise in relation to the suitability or otherwise of any advice or assistance offered by the ICN or its compliance with the Board's requirements.

## **6.7 Small to Medium Enterprise (SME) Involvement**

6.7.1 If Deliverables may be sourced from SME sub-contracting arrangements, tenderers are to provide details in Part C of the likely percentage of the value of the Deliverables that will be sourced from SMEs and of the activities that will be carried out by SMEs under the agreement.

## **6.8 Regional Development**

6.8.1 It is NSW Government policy to encourage regional development. Tenderers are to provide details in Part C of the positive impact that the work flowing to the local region will generate, and any adverse effect should the same work be awarded to a capital city based organisation. Tenderers should also show the level and range of activities under the agreement that will be affecting the region.

## **6.9 Competitive Neutrality**

- 6.9.1 The objective of NSW Government Policy on the application of competitive neutrality is to ensure that Government Businesses, whether they are Commonwealth, State or Local, do not have any net advantage over their competitors as a result of their public sector ownership. It requires that comparisons between public and private sector bids be made on a similar basis. It means, amongst other things, that in-house bids should reflect adjustments that offset the effects of taxation exemptions, where it is feasible to do so, and be accurately costed.
- 6.9.2 A tenderer who is either a Government agency (including an organisational unit of such an agency) or a Government Trading Enterprise will be required to adhere to the NSW Government Policy Statement on the Application of Competitive Neutrality, January 2002, where applicable.
- 6.9.3 Copies of the Policy Statement are available from the Cabinet Office at Level 37, Governor Macquarie Tower, 1 Farrer Place, Sydney 2000.
- 6.9.4 The principal or other appropriate senior officer of a tenderer who constitutes either a Government agency or a Government Trading Enterprise is required to affirm, in Part C, that the tenderer does or does not comply with this policy.

## **7. PREPARATION OF TENDER - PRICE SCHEDULE & PROJECT PLAN**

### **7.1 Price Schedule**

- 7.1.1 Complete the Price Schedule at Part C and the Excel spreadsheet titled 'DoCS Helpline Pricing Schedule'.

### **7.2 Calculating the Tender Price**

#### **7.2.1 General**

- 7.2.1.1 The Tender Price must:
  - (a) be in Australian dollars;
  - (b) cover all costs of performing the agreement, including packing and delivery (if applicable);
  - (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders;
  - (d) include all costs associated with the preparation and submission of the Tender.
- 7.2.1.2 DoCS reserves its rights to procure parts of the tendered scope. Details of optional deliverables are in the Price Schedule in Part C.

### **7.3 Price Basis**

#### **7.3.1 Hardware and Software**

- 7.3.1.1 Tender prices for the supply of all tendered hardware and software shall remain firm and fixed throughout the period of the Contract.

### 7.3.2 Labour

- 7.3.2.1 Tender prices for the provision of labour may be either (a) firm for the whole period of the Contract (three year plus two optional extensions, each of twelve months' duration) or (b) firm for the first twelve months of the Contract and variable annually thereafter.
- 7.3.2.2 The tenderer shall nominate at Form 2 of Part C, paragraph 2.2.2.2 whether its tendered prices for labour shall be (a) firm for the whole period of the Contract or (b) firm for the first twelve months of the Contract and variable annually thereafter.
- 7.3.2.3 Tenderers who nominate in accordance with option (b) of 7.3.2.2 above shall provide hourly contract rates for years 1 to 5 of the period of the Contract.

### 7.4 **GST Free or Input Taxed Supplies**

- 7.4.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the agreement.

### 7.5 **Project Plan**

- 7.5.1 Tenderers are to provide a project plan, to be attached to their Tender, detailing how and when the Deliverables would be supplied under the agreement. If advance or progress payments are required, tenderers are to include details of these in the project plan, together with milestones against which such payments are to be made.

### 7.6 **Minimum Tender Validity Period**

- 7.6.1 Tenders must remain open for acceptance for a period of at least six months from the Closing Date and Time for Tenders. Tenderers must state in Part C if their Tenders will remain open for any longer period.

## 8. **SUBMISSION OF TENDERS**

### 8.1 **General Instructions for Submission of Tenders**

- 8.1.1 A Tender must be received by the Closing Date and Time.
- 8.1.2 A Tender may be submitted by one of the following methods:
- (a) into the Tender Box:
    - (1) It must be marked:  
RFT 0702220  
Tender Box, NSW Department of Commerce  
Level 3 West, McKell Building  
2-24 Rawson Place  
Sydney NSW 2000
  - (b) by facsimile to (02) 9372 8974
  - (d) by electronic lodgement through the NSW Department of Commerce, *eTendering* website at <https://tenders.nsw.gov.au/commerce>
- 8.1.3 If a tenderer intends to submit electronically through the NSW Department of Commerce *eTendering* website or by facsimile, the following must be considered:

- (a) The facsimile machine and NSW Department of Commerce *eTendering* website are at peak use on the morning when Tenders close.
  - 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.
  - 2) When lodging by facsimile or through the NSW Department of Commerce *eTendering* website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.
  - 3) A tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce *eTendering* website is appropriate.
- (b) The facsimile machine and the NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Tender. 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. A tenderer is referred to the clause governing electronic Tenders to the NSW Department of Commerce *eTendering* website for instructions as to compressing electronically submitted Tenders.
  - 1) In order to comply with the above paragraph, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
  - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be designated throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
  - 3) If submitting an electronic tender with supporting documents:
    - (a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Closing Time, and
    - (b) Supporting documents should be clearly designated as "Supporting Documents to RFT 0702220."

8.1.4 A tenderer is not required to provide multiple copies of a Tender.

- (a) If a tenderer provides multiple submissions, the tenderer should clearly state on the front page of the Tender whether it is:
  - (1) A "Copy." A copy must be identical to an earlier or simultaneous submission in every respect.
  - (2) A "Variation." A variation of an earlier Tender will be deemed as superseding a prior submission.
  - (3) An "Alternative Tender".
- (b) In the event that a Tenderer fails to designate whether a submission is a Copy or a Variation, the latest Tender received in the NSW Department of Commerce Tender Box will be deemed as the definitive submission.

8.1.5 If required, a tenderer must provide a copy of the Price Schedule on a CD-ROM or an IBM compatible 1.44MB floppy disk in a file format that can be read, formatted, displayed, manipulated and printed by Microsoft Excel 97.

## 8.2 Electronic Tenders to the NSW Department of Commerce *eTendering* Website

8.2.1 A tenderer is strongly encouraged, although not 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.

- 8.2.2 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce *eTendering* website.
- 8.2.3 A tenderer must follow the following directions:
- (a) RFT for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" button on the web pages for the RFT.
  - (b) To lodge a Tender electronically, the files containing the Tender Response must be up-loaded through the website. Access to the up-loading process is through the blue "Lodge a Response" button, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT Summary and/or Respondable Copy.
- 8.2.4 A tenderer must observe the following format for submissions:
- (a) An electronically lodged Tender must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any 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.
- 8.2.5 Signatures are not required for a Tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a Tender 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.
- 8.2.6 Electronically submitted Tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a Tender that cannot be effectively evaluated because it is incomplete or corrupt. 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.
  - (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.
- 8.2.7 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 Contract Officer. A tenderer should note:
- (a) There are usually alternative Tender lodgement methods described in the RFT. It is always the tenderer's responsibility to lodge the Tender by Closing Date and Closing Time.
  - (b) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the tender process will not be compromised by such an extension.

### **8.3 Custody of Tenders After Receipt**

- 8.3.1 All hard copy tenders submitted (and any accompanying CD-ROMS or floppy disks) are kept in the NSW Department of Commerce Tender Box, which is a locked tender box, until after Closing Date and Closing Time.

8.3.2 Tenders lodged electronically to the NSW Department of Commerce Tenders website 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.

- (a) On receipt of Tenders lodged electronically to the NSW Department of Commerce *eTendering website*, Tenders are encrypted and stored in a secure “electronic tender box.”
- (b) For reasons of probity and security, NSW Department of Commerce is prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.
- (c) The e-mail receipt that is sent to the Tenderer after successfully up-loading the Tender is the only evidence of Tender lodgement provided.

#### **8.4 Late Tenders**

8.4.1 In accordance with the requirements of the Code of Practice for Procurement, Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.

8.4.2 Normally, Late Tenders will not be considered for acceptance if they are:

- (a) hand delivered, including hand delivered by courier; or
- (b) received through Australia Post unless the envelope is clearly postmarked before the Closing Date and Time; or
- (c) received through Australia Post with only the tenderer’s own franking machine on the envelope; or
- (d) received by electronic communication (facsimile or over the internet) and the despatch of the electronic communication of the Tender has occurred after the Closing Date and Time, including where delay may be due to the receiving facsimile or internet facility being engaged, faulty or otherwise inoperative.

#### **8.5 Extension of the Closing Date and Time**

8.5.1 The Board may, in its discretion, extend the Closing Date and Time.

### **9. EVALUATION OF TENDERS**

#### **9.1 General**

9.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.

9.1.2 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 selection criteria listed in this RFT.

9.1.3 If any criterion or sub-criterion is stated to be “mandatory”, a failure by the Tender to fully comply with that criterion or sub-criterion will result in automatic exclusion of the Tender without further consideration.

#### **9.2 Selection Criteria**

- 9.2.1 Specific criteria and weightings will be applied to the requirements outlined in the RFT to aid in the evaluation process and will be used to assist the Evaluation Committee to determine which tenderer and which tendered offer represent best value for money to DoCS. However, to assist tenderers in structuring their responses, following are the generalised evaluation criteria that will be applied to conforming responses to the RFT:

- (a) Tenderer's ability and capacity to perform the agreement including:
  - (i) technical capacity,
  - (ii) human resource capacity and qualifications, skills and experience of key employees,
  - (iii) financial capacity and stability (including years in business and security considerations),
  - (iv) maintenance and support service levels,
  - (v) quality assurance systems,
  - (vi) suitability of sub-contractors,
  - (vii) previous contract experience and standard of contract performance,
  - (viii) satisfactory site inspection and
  - (ix) customer references;
- (b) Tenderer's demonstrated understanding of DoCS requirements, as evidenced in the tender response (Part C, 2.5) and
- (c) Proposed solution's compliance with the Specification;
- (d) Relative technical merit of the proposed solution, as interpreted by the Evaluation Committee, having reference to the tenderer's response to questions raised in the Specification;
- (e) Risks associated with the tendered solution, as interpreted by the Evaluation Committee, having reference to the tenderer's response to questions raised in the Specification; and
- (f) Whole-of-contract cost to DoCS of the proposed solution.

### **9.3 Variation of Tenders**

- 9.3.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may vary its Tender:

- (a) by providing the Board with further information by way of explanation or clarification ("provide an explanation");
- (b) by correcting a mistake or anomaly ("correct a mistake"); or
- (c) by documenting agreed changes to the Tender negotiated under this Part B.

- 9.3.2 Such a variation may be made either:

- (a) at the request of the Board, or
- (b) with the consent of the Board at the request of the tenderer, but only if,
  - (c) in the case of variation requested by the tenderer to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the tenderer to provide the explanation or correct the mistake or anomaly, or
  - (d) in the case of variation to document agreed changes, the Board has confirmed that the draft documented changes reflect what has been agreed.

- 9.3.3 If a Tender is varied to provide an explanation or correct a mistake, the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

- 9.3.4 A variation of a Tender will not be permitted if in the Board's view:
- (a) it would substantially alter the original Tender; or
  - (b) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Tender in a way which would give a tenderer an unfair advantage over other tenderers.

#### **9.4 Exchange of Information Between Government Agencies**

- 9.4.1 Lodgement of a Tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance for any agreement 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.
- 9.4.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 22(1) of the *Defamation Act 1974* (NSW), and the tenderer shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication.
- 9.4.3 In the evaluation of Tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 9.4.4 To avoid doubt, information which 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 Board to collect such information from third parties, and to use and exchange such information in accordance with this clause.
- 9.4.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.
- 9.4.6 The successful tenderer's performance of the agreement may be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government agencies and may result in future opportunities for NSW government work being restricted or lost.

#### **9.5 Corrupt or Unethical Conduct**

- 9.5.1 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 Board, the Client Agency, or the NSW Government in connection with this RFT or the submitted Tender;
  - (b) engaged in corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*;
  - (c) a record or alleged record of unethical behaviour; or
  - (d) not complied with the requirements of Commerce Business Ethics Statement found in the link below:



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

this may result in the Tender not receiving further consideration.

- 9.5.2 The Board is under no obligation to do so, but may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

## **10. OUTCOMES**

### **10.1 Negotiations Before Determination of Outcome**

- 10.1.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers or a preferred tenderer, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 10.1.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part D.

### **10.2 Acceptance or Rejection of Tenders**

- 10.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with this Part B, any Alternative Tender or other Non-Conforming Tender.
- 10.2.2 The Board is not bound to accept the lowest or any Tender.
- 10.2.3 If the Board rejects all the Tenders received it may:
- (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or
  - (b) conduct post tender negotiations in accordance with this Part B.

### **10.3 Discontinuance of the Tender Process**

- 10.3.1 In addition to its rights in relation to acceptance and rejection of Tenders, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 10.3.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

### **10.4 Notification of Outcome**

- 10.4.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.

### **10.5 Entry into Agreement**

- 10.5.1 The Board may enter into an agreement with a successful tenderer by execution of a formal deed of agreement in terms of Part D.

### **10.6 Post Tender Negotiations in the Event all Tenders are Rejected**

- 10.6.1 If the Board rejects all Tenders on the basis that they are all Non-Conforming, but considers that conformity with the requirements of this RFT is achievable, it may enter

into negotiations with any tenderer with a view to achieving a Conforming Tender and entering into an agreement. If such negotiations are unsuccessful, the Board may then enter negotiations with the next most acceptable tenderer. This process may be repeated with each of the rejected Tenders in order of potential acceptability. However, the Board is not obliged to enter into negotiations with any tenderer.

- 10.6.2 The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation. Negotiations will not seek to play off tenderers' prices against other tenderers' prices.

## **10.7 Complaints**

- 10.7.1 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 Requirement, it is invited to write to:

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

## **10.8 Disclosure of Information Concerning Successful and Unsuccessful Tenders**

- 10.8.1 In accordance with NSW Government Policy to publicly disclose details of its contracts, the Board may publish the following information ("public information") about an agreement awarded under this RFT:

- (a) details of the agreement (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the agreement; if applicable, the term of the agreement);
- (b) the full identity of the successful tenderer including details of cross ownership of relevant companies;
- (c) the price payable by the agency and the basis for future changes in this price;
- (d) the significant selection criteria used in Tender assessment and their weightings;
- (e) provisions for re-negotiation (where applicable).

- 10.8.2 The Board will not disclose the following information about any agreement awarded under this RFT unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required:

- (a) the Contractor's financing arrangements;
- (b) the Contractor's cost structure or profit margins;
- (c) items of the Contractor having an intellectual property characteristic (eg. non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights, etc.);
- (d) any other matters where disclosure would, in the Board's view, place the Contractor at a substantial commercial disadvantage with its competitors both at the time of entering into the agreement and at any later date when there would be an effect on future competitive arrangements.

- 10.8.3 A tenderer may request that the Board not disclose particular information included in its Tender but must give the reasons for requesting this. The Board will advise a tenderer in contention for an agreement what information it agrees not to disclose (unless legally required to do so). If the Board and a tenderer cannot agree about what should be disclosed, the Board will seek the advice of the Chair of the Board.

The Board's decision is however final and is at the Board's absolute discretion. Neither a decision by the Board, nor a recommendation by the Chair of the Board under this paragraph is a decision that falls within any dispute resolution procedures specified in Part D.

- 10.8.4 The Board may publish the identities of all tenderers, but will not disclose other information included in an unsuccessful Tender unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required.
- 10.8.5 For agreements valued over \$100,000, the Board will normally publish the names of tenderers when Tenders close, and the other public information about the agreement on the internet, within 90 days after award of the agreement. For other agreements the Board will disclose the public information on request.

#### **10.9 Ownership of Tenders**

- 10.9.1 All Tenders become the property of the Board on submission.
- 10.9.2 The Board may make copies of the Tenders for any purpose related to this RFT.

#### **10.10 Monitoring of Contractor Performance**

- 10.10.1 It is proposed that a Service Level Agreement will be negotiated with the Contractor. The Service Level Agreement will detail agreed minimum levels of service to be provided by the Contractor. Service levels will be measured against an agreed set of key performance indicators.
- 10.10.2 The Service Level Agreement will form an integral part of the agreement between the parties.



**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 Government State Contracts Control Board**

## **PART C - TENDER RESPONSE**

**Contract:** NSW Department of Community Services  
Helpline Technology Replacement Project

**RFT Number:** 0702220

**Tender Issue Date:** 29 January 2008

**Closing Date:** 4 March 2008

**Closing Time:** 9:30 am Sydney Time

<b>Notes to tenderers:</b>	To complete Part C, search for the marks, <>, read the instructions and type over them, leaving the text blue. Mark all supporting documents with your name and the legend: "0702220".
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**Tenderer's Legal Name:** <Insert here company or other name>

**Tenderer's Trading Name:** <Insert trading name (if applicable)>

**Tenderer's ABN:** <Insert Australian Business Number>

**Contact Name:** <Insert name of Contract Administration Officer>

**Contact Phone:** <Insert telephone number>

**Supporting documents:** <Have you provided these in hard-copy or on CD-ROM?>

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# **FORM 1A: PRIME CONTRACTOR PROFILE**

## **REQUEST FOR TENDER**

**RFT 0702220**

**1A.1 PRIME CONTRACTOR DETAILS**

1A.1.1 Please write or type into this Response Form identification details of the legal identity that will enter into a contract.

<b>If Prime Contractor is a company: Registered Company Name:</b>	<b>ACN:</b>	<b>Registered Office:</b>
< >	< >	< >
<b>OR, if Prime Contractor is a partnership: Partnership Name:</b>		
< >		
<b>OR, if Prime Contractor is an individual: Individuals Name:</b>	<b>ABN:</b>	
< >	< >	
<b>Trading Name:</b>		
< >		
<b>Site Office (Principal Place of Business)</b>	<b>Postal Address (Principal Place of Business)</b>	
< >	< >	
<b>Alternative Address</b>	<b>Contract Administration Contact Name</b>	
< >	< >	

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

**Respondent Background:**

Year of incorporation in Australia (if applicable):

&lt; &gt;

Number of years in providing tendered Products and Services:

&lt; &gt;

**Company Financial Information:**

Annual Australian turnover (last reported Financial Year):

\$ &lt; &gt; Australian

Annual turnover in Products and Services tendered:

\$ &lt; &gt; Australian

Annual profit per employee (last reported Financial Year):

\$ &lt; &gt; Australian



**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
< >	< >%
< >	< >%
< >	< >%
< >	< >%
< >	< >%
< >	< >%
< >	< >%

**1A.2 SUB-CONTRACTOR DETAILS**

1A.2.1 If you intend to use sub-contractors for the performance of any part of the Contract, please list details below.

Company Name	Relationship to Contractor	Proposed Role	Proposed %ge of total work by value
< >	< >	< >	< >%
< >	< >	< >	< >%
< >	< >	< >	< >%
< >	< >	< >	< >%
< >	< >	< >	< >%

### 1A.3 EMPLOYEE DISTRIBUTION

1A.3.1 Please 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	<>	<>	<>	<>	<>	<>

### 1A.4 PROPOSED PROJECT PERSONNEL

1A.4.1 Please provide a summary description of employees to be involved in this project (a more detailed description of certain proposed project personnel is required elsewhere in this RFT).

Name	Position in Company	Experience (Years)	Qualifications	Proposed Role
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>

**Note:** This table may be expanded.

**1A.5 PROJECT EXPERIENCE**

1A.5.1 Please provide a summary of the relevant project experience of your company over the past three 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.

## 1A.6 REFERENCES

1A.6.1 Please provide a summary of at least three project reference sites where similar services have been undertaken by your organisation. A more detailed description of these reference sites is required elsewhere in this RFT. Reference sites should be within Australia and preferably include New South Wales clients.

**Important:** These references should be capable of verification by the Department of Commerce. 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.

## 1A.7 PROBITY

1A.7.1 Will the awarding of this Contract give rise to any conflict of interest (including any relevant relationships) which require disclosure?

Answer "Yes" or "No": < >

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

< >

## 1A.8 QUALITY CERTIFICATION

### Respondent Prime Contractor:

1A.8.1 Please provide the following information.

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

Answer "Yes" or "No" < >

- b) If your answer to 1. above is "No", is your organisation currently in the process of obtaining quality certification?

Answer "Full certification" or "Selected elements only" < >

< Please provide details here >

- c) 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: < >

- d) If not seeking formal Quality Certification, please describe below what measures are in place within your organisation to ensure a high level of quality is achieved for work undertaken.

< Please provide details here >



## **FORM 1B: SUBCONTRACTOR PROFILE**

### **REQUEST FOR TENDER**

**RFT 0702220**

Provide the following information for each Subcontractor.

### 1B.1 SUB-CONTRACTOR DETAILS

1B.1.1 Please write or type into this Response Form identification details of the legal identity that will enter into a contract.

<b>If Subcontractor is a company: Registered Company Name:</b>	<b>ABN:</b>	<b>Registered Office:</b>
< >	< >	< >
<b>OR, if Subcontractor is a partnership: Partnership Name:</b>		
< >		
<b>OR, if Subcontractor is an individual: Individuals Name:</b>	<b>ABN:</b>	
< >	< >	
<b>Trading Name:</b>		
< >		
<b>Site Office (Principal Place of Business)</b>	<b>Postal Address (Principal Place of Business)</b>	
< >	< >	
<b>Alternative Address</b>	<b>Contract Administration Contact Name</b>	
< >	< >	

<b>Switchboard Telephone Number</b>	<b>Company E-Mail Address</b>
< >	< >
<b>Website Address</b>	
< >	

**Respondent Background:**

Year of incorporation in Australia (if applicable):

< >
-----

Number of years in providing tendered Products and Services:

< >
-----

**Company Financial Information:**

Annual Australian turnover (last reported Financial Year):

<b>\$&lt; &gt; Australian</b>
-------------------------------

Annual turnover in Products and Services tendered:

<b>\$&lt; &gt; Australian</b>
-------------------------------

Annual profit per employee (last reported Financial Year):

<b>\$&lt; &gt; Australian</b>
-------------------------------



**1B.2 PROJECT EXPERIENCE**

1B.2.1 Please provide a summary of the relevant project experience of your company over the past three 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.

### 1B.3 REFERENCES

1B.3.1 Please provide a summary of at least three project reference sites where similar services have been undertaken by your organisation. A more detailed description of these reference sites is required elsewhere in this RFT. Reference sites should be within Australia and preferably include New South Wales clients.

**Important:** These references should be capable of verification by the Department of Commerce. 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.

### 1B.4 PROBITY

1B.4.1 Will the awarding of this Contract give rise to any conflict of interest (including any relevant relationships) which require disclosure?

Answer "Yes" or "No": < >

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

< >

## 1B.5 QUALITY CERTIFICATION

### Respondent Subcontractor:

1B.5.1 Please provide the following information.

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

Answer "Yes" or "No" < >

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

Answer "Full certification" or "Selected elements only" < >

< Please provide details here >

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: < >

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

< Please provide details here >



## **FORM 2: PRICING, CONFIGURATION AND RELATED INFORMATION**

### **REQUEST FOR TENDER**

**RFT 0702220**

## 2.1 PRICING

2.1 You must provide prices in the places provided in the Excel spreadsheet (file name 'DoCS Helpline Pricing Schedule') attached to the Request for Tender. If a specific table or portion does not apply to your proposal, the section should be marked "**Not Applicable**".

2.2 The spreadsheet comprises six worksheets, in which you are required to provide the following information and prices:

<u>Worksheet</u>	<u>Required information</u>
'Price Summary' -	overall tendered prices for hardware, software, etc;
'Hardware' -	breakdown of tendered prices for the hardware component of the project;
'Software' -	breakdown of tendered prices for the software component of the project;
'Implementation' -	breakdown of milestones and progress payments for all phases of the project;
'Maintenance' -	hardware and software maintenance costs for each of the three years of the project plus the two optional extensions, each of 12 months' duration; and
'Labour Rates' -	daily labour rates by description/category, proposed usage and skill.

2.3.1 You are required to provide information in the spreadsheets in the green and yellow cells only, thus:

text information in the green cells
GST-EXCLUSIVE price information in the yellow cells.

2.3.2 All other cells in the spreadsheet are password-protected and

black cells are automatically updated as you provide price and other information in other cells.

2.3.3 The text you enter into cells will 'wrap' automatically if it the text is wider than the cell.

**Note:** You will find a reference to "Miscellaneous" in the worksheets titled 'Price Summary' and 'Implementation'. Under "Miscellaneous" you have the opportunity to offer hardware, software and services that you consider are not covered by the Specification and/or preceding price items.

2.4 To make a valid tender you must provide all the information required in the attached 'DoCS Helpline Pricing Schedule' spreadsheet.

## 2.2 PRICE BASIS

### 2.2.1 Hardware and Software

2.2.1.1 Tender prices for the supply of all tendered hardware and software shall remain firm and fixed throughout the period of the Contract.

### 2.2.2 Labour

2.2.2.1 Tender prices for the provision of labour may be either (a) firm for the whole period of the Contract (three years plus two optional extensions, each of twelve months) or (b) firm for the first twelve months of the Contract and variable annually thereafter.

2.2.2.2 Please indicate below ("Yes" or "No") whether your tender prices for labour are:

(i) firm for the whole period of the Contract <>

as follows

Labour category name	Years 1 through to 5
<>	\$<>
<>	\$<>
<>	\$<>
<>	\$<>
<>	\$<>
<>	\$<>

OR

(ii) firm for the first twelve months of the Contract and variable annually thereafter <>

2.2.2.3 If you have indicated at 2.2.2.2 that labour rates will be variable after the first twelve months of the Contract, please indicate below:

- (a) the categories of labour to be used for the purposes of the Contract; and
- (b) the daily rates that would apply (during normal working hours) for those categories of labour for years 1 to 5 of the period of the Contract.

Labour category name	Daily rate (8 hours) during normal working hours				
	1st year *	2nd year	3rd year	4th year	5th year
<>	\$<>	\$<>	\$<>	\$<>	\$<>
<>	\$<>	\$<>	\$<>	\$<>	\$<>
<>	\$<>	\$<>	\$<>	\$<>	\$<>
<>	\$<>	\$<>	\$<>	\$<>	\$<>
<>	\$<>	\$<>	\$<>	\$<>	\$<>
<>	\$<>	\$<>	\$<>	\$<>	\$<>

\* As per 'Labour Rates' worksheet of attached Excel spreadsheet 'DoCS Helpline Pricing Schedule'

## **2.3 SETTLEMENT DISCOUNT**

2.3.1 The Tender Prices are subject to a settlement discount for the one-off charges of:-

- (a) <>% for payment within 14 days from the date of receipt of invoice;
- (b) <>% for payment within 30 days from the date of receipt of invoice;
- (c) <>% for payment within <> days from the date of receipt of invoice.

## **2.4 DISCOUNTS FOR ADVANCE PAYMENTS FOR MAINTENANCE**

2.4.1 The Tenderer shall indicate the levels of discount offered should the ongoing Maintenance Charges be paid in advance:

- (a) <>% for payment three months in advance;
- (b) <>% for payment six months in advance;
- (c) <>% for payment twelve months in advance.

## **2.5 YOUR UNDERSTANDING OF DOCS' REQUIREMENTS**

2.5.1 Please describe below your understanding of DoCS' requirements and the ways in which they may be met.

<>

## **2.6 DESCRIPTION OF TENDERED SOLUTION/S**

2.6.1 Please describe below a description of the solution you tender. If you offer more than one solution (Hybrid or VOIP) please describe the nature of each.

<>

## **2.7 PROJECT PLAN**

2.7.1 Please provide below your suggested project plan for delivery of the Requirement to your Tender, identifying a start and finish date, milestones and any required advance payments or progress payments. If the latter, progress payments should be tied to completion of milestones.

<>

## **2.8 OTHER COMMENTS ON CAPACITY OR ABILITY TO PERFORM THE AGREEMENT**

- 2.8.1 State here 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.

< >

## **2.9 CODE OF PRACTICE FOR PROCUREMENT**

- 2.9.1 Have you read the *NSW Government Code Of Practice For Procurement* and taken it into consideration in preparing and submitting your Tender?

Answer "Yes" or "No": < >

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

Answer "Yes" or "No": < >

- 2.9.3 Please provide any other relevant information below

< >

## **2.10 CRIMINAL RECORDS & PROHIBITED EMPLOYMENT DECLARATION CHECK**

- 2.10.1 Do you agree to a criminal records and Prohibited Employment Declaration check of any personnel or subcontractors working on the DoCS technical systems?

Answer "Yes" or "No": < >

- 2.10.2 Do you agree to submit for all staff that work on DoCS sites for a prohibited employment check? This check is required under the NSW Government's Child Protection (Prohibited Employment) Act.

Answer "Yes" or "No": < >

## **2.11 OCCUPATIONAL HEALTH SAFETY AND REHABILITATION**

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

Answer "Yes" or "No": < >

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

< >



## **2.12 ENVIRONMENTAL MANAGEMENT**

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

< >

## **2.13 VALUE-ADDED ACTIVITY**

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

< >

## **2.14 SME INVOLVEMENT**

- 2.14.1 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 (SMEs) and of the activities that will be carried out by SMEs under the agreement.

< >

## **2.15 REGIONAL DEVELOPMENT**

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

< >

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

< >

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

< >

## **2.16 COMPETITIVE NEUTRALITY**

(Public-sector tenderers only need respond to this paragraph.)

- 2.16.1 As a public sector tenderer, 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?

Answer "Yes" or "No": < >

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

< >

## 2.17 FURTHER INFORMATION

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

< >

## 2.18 TENDER VALIDITY PERIOD

- 2.18.1 The Tender will remain valid for acceptance within < > months from the deadline for lodgement of tenders, in accordance with clause 7.6, Part B.

## 2.19 SITE VISITS

- 2.19.1 The Evaluation Committee may wish to conduct a site visit of your premises during the evaluation period. Will you permit the Committee to conduct a site visit?

Answer "Yes" or "No": < >

What restrictions, if any, would you place on the Committee while it is conducting the site visit?

< >

## 2.20 ADDENDA TO THIS RFT AFTER ISSUE

- 2.20.1 If there have been any Addenda by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender. (Delete those which do not apply.)

< YES/NO/THERE HAVE BEEN NO ADDENDA BY THE BOARD >

If "**NO**", please provide reasons below

< >



# **FORM 3: STATEMENT OF COMPLIANCE WITH TENDER INFORMATION AND PROCESS**

**REQUEST FOR TENDER**

**RFT 0702220**

### Statement of Compliance with Tender Information and Process

Req. No.	Item	Read & Understood (Yes/No)	Compliance (Yes/No)	Modification Proposed (Yes/No)	Alternative Proposed (Yes/No)	Tenderer's Reference/Comments Indicate relevant location in your response
<b>PART A</b>	<b>THE REQUIREMENT AND TENDER INFORMATION</b>					
1.	Outline Description Of The Requirement					
2.	Summary Information For Tenderers					
3.	Where To Obtain This RFT					
<b>PART B</b>	<b>THE TENDER PROCESS</b>					
4.	Definition Of Terms Used In Parts A-C					
5.	Preparation Of Tender – General					
6.	Preparation Of Tender – Policy Requirements					
7.	Preparation Of Tender – Price Schedule And Project Plan					
8.	Submission Of Tenders					
9.	Evaluation Of Tenders					
10.	Outcomes					



# **FORM 4: STATEMENT OF COMPLIANCE WITH PROPOSED CONDITIONS OF CONTRACT**

## **REQUEST FOR TENDER**

**RFT 0702220**

**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
<b>PART 1</b>	<b>EXECUTION OF AGREEMENT</b>					
<b>PART 2</b>	<b>STANDARD TERMS AND CONDITIONS</b>					
<b>1.</b>	<b>Agreement Administration</b>					
1.1	Authorised Representatives					
1.2	Notices					
<b>2.</b>	<b>Agreement Operation</b>					
2.1	Term					
2.2	Entire Agreement					
<b>3.</b>	<b>Management Of Agreement</b>					
3.1	Co-Operation					
3.2	Duty Not To Hinder Performance					
3.3	Contractor's Warranties					
3.4	Agreement Details					
3.5	Issue Resolution					
3.6	Amicable Resolution					

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
3.7	Referral To Expert Determination					
3.8	Notification Of Change In Control Or Transfer Of Ownership					
3.9	Notification Of Contractor's Insolvency					
3.10	Taxes, Duties and Government Charges					
<b>4.</b>	<b>Risk Management</b>					
4.1	Minimum Insurance Requirements					
4.2	Financial Security					
4.3	Performance Guarantee					
4.4	Third Party Indemnity					
4.5	Liability Under The Agreement					
4.6	Limitation Of Liability					
<b>5.</b>	<b>Information Management</b>					
5.1	Confidentiality					
5.2	Intellectual Property					

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
<b>6.</b>	<b>Security And Access</b>					
6.1	Access To Principal's Site					
6.2	Privacy					
6.3	Secrecy And Security					
<b>7.</b>	<b>Contractor's Obligations Under This Agreement</b>					
7.1	Product And Service Warranties					
7.2	Rectification Of Defects					
7.3	Third Party Warranty					
7.4	Compliance With Laws, Standards and Codes					
7.5	Industrial Relations Issues					
7.6	Licences And Approvals					
7.7	Keeping Of Records And Access To Records					
7.8	Credit/Debit Card Or Electronic Facility					
7.9	Contractor's Obligations In Relation To The Principal's Materials					



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
7.10	Reports					
<b>8.</b>	<b>Principal's Obligations</b>					
8.1	Principal To Provide Information					
8.2	Principal's Materials					
8.3	Principal's Personnel					
8.4	Site Preparation					
<b>9.</b>	<b>Personnel</b>					
9.1	Restriction On Engaging Personnel Of Other Party					
9.2	Contractor's Personnel					
9.3	Removal Of Specified Personnel					
9.4	Sub-Contracting					
<b>10.</b>	<b>Performance Of This Contract</b>					
10.1	Delivery Notification					
10.2	Delivery					
10.3	Rejection And Actual Acceptance Date					

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
10.4	Rejection Notification					
10.5	Acceptance Testing					
10.6	Documentation					
10.7	Extension Of Time					
10.8	Escrow Of Source Code					
10.9	Additional Services					
<b>11.</b>	<b>Project Management</b>					
11.1	Application Of Project Management Clauses					
11.2	Management Committee					
11.3	Progress Reporting					
11.4	Contract Review Procedures					
11.5	Site Specification					
11.6	Implementation Planning Study (IPS)					
11.7	Project Implementation And Payment Plan (PIPP) – If Applicable					

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
11.8	Staged Implementation And The Right To Terminate					
11.9	Service Level Agreement					
11.10	Time Of The Essence					
11.11	Retention Of Moneys					
11.12	Business Contingency Arrangements					
<b>12.</b>	<b>Payment</b>					
12.1	Payment Of Contract Price					
12.2	Invoices And Time For Payment					
12.3	Set-Off/Money Recoverable By The Principal					
12.4	Suspension Of Payments					
<b>13.</b>	<b>Variations</b>					
<b>14.</b>	<b>Termination</b>					
14.1	Termination For Convenience					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

<b>Req. No.</b>	<b>Item</b>	<b>Applicable For Proposed Solution? (Yes/No)</b>	<b>Compliance (Yes/No)</b>	<b>Modification Proposed (Yes/No)</b>	<b>Alternative Proposed (Yes/No)</b>	<b>Tenderer's Reference/Comments Indicate relevant location in your response</b>
14.2	Termination Of This Agreement For Breach By Contractor					
14.3	Effect Of Termination Of Agreement					
14.4	Termination For Breach By The Principal					
<b>15.</b>	<b>General</b>					
15.1	Disclosure Of Conflicts Of Interest					
15.2	Events					
15.3	Assignment Or Novation					
15.4	Waiver					
15.5	Severability					
15.6	Counterparts					
15.7	Applicable Law					
15.8	Rights Cumulative					
15.9	No Agency, Employee Or Partnership Relationship					

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
<b>PART 3      DICTIONARY</b>						
<b>1.</b>	<b>Interpretation</b>					
1.1	Definitions					
1.2	Rules For Interpreting This Agreement					
<b>PART 4      SCHEDULES</b>						
Schedule 1	Agreement Details					
Schedule 2	Agreement Documents					
Schedule 3	Product And Service List					
Schedule 4	Statutory Declaration By Sub-Contractor					
Schedule 5	Expert Determination Procedure					
Schedule 6	Confirmation Of Insurances					
Schedule 7	Financial Security					
Schedule 8	Performance Guarantee					
Schedule 9	Deed Of Confidentiality					
Schedule 10	Privacy					

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					
Schedule 12	Variation Procedures					
Schedule 13	Risk Management					
<b>PART 5 MODULES</b>						
<b>Module 01</b>	<b>Hardware Acquisition And Installation</b>					
1.	Interpretation					
2.	Delivery And Installation Of The Hardware					
3.	Integration And Training					
4.	Warranty Period					
5.	Continued Availability Of Hardware					
<b>Module 02</b>	<b>Hardware Maintenance Services</b>					
1.	Interpretation					
2.	Period Of Services					
3.	Hardware Maintenance Services					
4.	Preventative Maintenance					

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.	Remedial Maintenance					
6.	Spares, Test Equipment And Diagnostic Routines					
7.	Engineering Changes					
8.	Modification Or Attachment Of Additional Equipment					
9.	Removal Or Substitution Of Hardware					
10.	Movement Of Hardware					
11.	Maintenance Records					
<b>Module 03</b>	<b>Licensed Software</b>					
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					

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.	Updates And New Releases					
8.	Change Of Designated Equipment					
9.	Termination					
10.	Consequences Of Termination Of Licence					
11.	New Licence					
12.	Reverse Engineering					
<b>Module 04</b>	<b>Development Services</b>					
1.	Interpretation					
2.	Period Of Services					
3.	Development Services					
4.	Implementation Planning Study					
5.	Project Implementation And Payment Plan (PIPP)					
6.	Scope And Inclusions					
7.	Design Specification					
8.	Methodology					



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
9.	Source Code					
10.	Use Prior To Acceptance					
11.	Warranty Period For The Software Solution					
12.	Updates And New Releases					
13.	Contractor's Warranties					
<b>Module 05</b>	<b>Software Support Services</b>					
1.	Interpretation					
2.	Period Of Services					
3.	Software Support Services					
4.	Principal's Obligations					
5.	Defects					
6.	Defect Logging					
7.	Service Levels					
8.	Transition					

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
<b>Module 12</b>	<b>Systems Integration Services</b>					
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					
<b>PART 6</b>	<b>SERVICE LEVEL AGREEMENT (SLA)</b>					
1.	General					
2.	Services					
3.	Assumptions					

Form 4 – Statement Of Compliance With Proposed Conditions Of Contract

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



# **FORM 5: STATEMENT OF COMPLIANCE WITH SPECIFICATION REQUIREMENTS**

**REQUEST FOR TENDER**

**RFT 0702220**

**Statement Of Compliance With Specification Requirements**

**Code: M – mandatory requirement; H – highly desirable requirement; D – desirable requirement**

The following Response Forms contain summaries of the user requirements from Part E. Tenderers must state hereunder whether the goods/services offered conform to the Specification.

The following terms are appropriate in providing a statement of 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;
- (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 offer is to provide the characteristics or standard.

Tenderers should explain or describe how the requirement is or is to be met.

**PARTIALLY COMPLIES** means, in the case of a clause which specifies a characteristic or performance standard, it can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the condition, characteristic or performance standard the tenderer must explain and cost the required change, modification or custom development.

**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 system or process either does not require the feature due to inherent design or capability in the operation of the system or the tenderer's system or process fully complies in a manner different to that described. In both cases a description must be provided.

**SIGNIFICANTLY EXCEEDS REQUIREMENTS** means, in some cases, the goods or services offered may significantly exceed the specified requirements. As this may have a bearing on the evaluation process, full details must be stated.

The Specification is indicative of the needs of the Principal, and any goods/services offered must be of at least the same standard and potential. Consideration may be given, however, to deliverables of a higher standard if they are available and better suited to the Principal's requirements.

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.

Tenderers are required to tender in accordance with the tender requirements.

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
1.	GENERAL As per this section in Part E	D		
1.1	OVERVIEW As per this section in Part E	H		
1.2	BACKGROUND AND PURPOSE As per this section in Part E	D		
1.3	SPECIFICATIONS DOCUMENTATION STRUCTURE As per this section in Part E	D		
1.4	DOCS CURRENT ENVIRONMENT As per this section in Part E	D		
1.4.1	DoCS Helpline Technologies As per this section in Part E	D		
1.4.2	DoCS Helpline Network Configuration As per this section in Part E	D		
1.4.3	DoCS Floorplan of computer room As per this section in Part E	D		
1.4.4	Call Centre call volumes and profiles As per this section in Part E	D		
1.4.5	Contact Centre Environment As per this section in Part E	D		
1.4.6	Workstation SOE As per this section in Part E	D		
1.5	SOLUTION CONCEPTS As per this section in Part E	D		
1.5.1	Hybrid (TDM and VoIP) Solution As per this section in Part E	D		
1.5.2	VoIP Solution As per this section in Part E	D		
1.5.3	Handset Requirements As per this section in Part E	D		
2.	FUNCTIONAL REQUIREMENTS Describe solution including an overall architecture that delivers all functionality required as specified in the following sections with the reliability and volumes.	H		
2.1	VOICE SWITCHING SYSTEM DoCS is seeking recommendations from Respondents as to the technical solution that may best meet DoCS' requirements.	M		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	Respondents are to describe their solution to meet the requirements described in this section.			
2.1.1	Technical Requirements As per this section in Part E	H		
2.1.1.1	Connectivity  Respondents are to indicate compliance to: <ul style="list-style-type: none"> <li>Termination of PSTN/ISDN connections (as specified in DoCS Helpline Network Configuration section 1.4.1)</li> <li>Connection will be QSIG (ETSI)</li> <li>ISDN connectivity will be ETSI</li> </ul>	D		
2.1.1.2	Physical requirements  Respondents are to indicate compliance to: <ul style="list-style-type: none"> <li>Connection of all equipment to the building earth as required by ACMA standards and provide readings of all tests to demonstrate that this is within the acceptable levels,</li> <li>Install and test all peripheral equipment supplied by DoCS (but not limited to) eg.music on hold,</li> <li>Supply all documentation relevant to the installation.</li> </ul>	D		
2.1.1.3	Cabling Respondent is to provide and install all internal building cabling required for the technical solution up to 30m either side of the equipment. Respondents are to provide advice as to the cabling requirements for PoE.  Respondents are to detail the cabling standards by which all cabling will be performed.	D		
2.1.1.4	Rack Requirements Respondents are to provide the rack and environmental specifications required for the solution to allow DoCS to allocate the space required within the Computer Room as shown in section 1.4.3.			
2.1.1.5	Power Requirements All changes to mains and low voltage power including any additional cabling and switchboard work is to be included as part of the costed solution.	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
2.1.2	<p>Other inclusions</p> <p>Respondents are to provide details of the types of handsets available and what will be required for each of the different types of roles (e.g. Agent, Operator, Supervisor, Management).</p> <p>Respondents are to supply specifications for adapters to existing Plantronics and Polaris headsets.</p> <p>Respondents are to indicate compliance to the following:</p> <ul style="list-style-type: none"> <li>• System backup at 2 hourly intervals;</li> <li>• Centralised alarms. Respondents are to provide details of how Centralised alarms will function. As part of the solution, an option of a SMS alert mechanism is to be included;</li> <li>• Remote diagnostics facility;</li> <li>• CAT/MAT GUI software;</li> <li>• Softphone capability to extend or replace existing Genesys-based softphone application;</li> <li>• Voice switching system must have sufficient capacity to double the number of agents in the first year of use to allow for growth.</li> <li>• If dongles are required, the type of dongle is to be stated particularly with respect to access to USB ports;</li> <li>• Any necessary network or programming equipment</li> </ul> <p>The Respondent is to provide details on the licensing arrangements. Licences are to be concurrent or enterprise based and not linked to any specific user.</p>	H		
2.2	<p>INTERACTIVE VOICE RESPONSE AND SPEECH RECOGNITION</p> <p>DoCS require an IVR platform that is reliable and provides a 99.99% (53 minutes downtime per annum) available system for the critical DoCS Helpline business.</p> <p>Respondents are to describe their solution to meet the requirements described in this section.</p>	M		
2.2.1	<p>Technical Requirements</p> <p>Respondents are to indicate compliance to the following functionality:</p> <ul style="list-style-type: none"> <li>• The use of Caller Line Identification (CLI) if presented.</li> </ul>	H		



Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<ul style="list-style-type: none"> <li>• Support caller prompts by: recorded voice; and text-to-speech.</li> <li>• Support caller responses by: DTMF (Automated Call Distribution – ACD); and spoken word; spoken phrase; spoken letter; or spoken number.</li> <li>• Spoken responses are to be converted to text. The range of recognised spoken responses may be limited to a dictionary of not less than 500 elements made up of: words; phrases; numbers and letters.</li> <li>• It is anticipated that recognition dictionary elements will be populated in text form.</li> <li>• The system to recognise responses at different pitches, rates and accents. Recognition accuracy is to be 90% of responses after a self learning period of not more than one month of typical call volumes.</li> <li>• The system will have the ability to score the stress level of the caller based on the quality (rather than the content) of their spoken responses.</li> <li>• The system will have the capacity to store at least 5 responses from each caller and pass these to the Genesys system.</li> <li>• The system will have the ability to place and queue out-bound calls.</li> <li>• The system is to detect caller hang-up and automatically terminate the call.</li> <li>• In the event of any single point failure of the IVR/NLSR system: all currently queued calls must continue to be delivered to agents; all new calls are to be placed in a default queue and delivered to agents.</li> <li>• Caller classification and prioritisation capability</li> <li>• CTI messages exported to Siebel.</li> <li>• Ability to for users to perform routine maintenance or make some level of changes without requiring IT resources.</li> <li>• Ability to display and print call routing configurations.</li> <li>• Within DoCS, staff members include their contact information in LDAP compliant Directory. The speech recognition IVR system is to use the personnel information stored in the LDAP compliant directory as the basis for locating staff, business unit and other contact details for the switchboard.</li> </ul>			

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
2.3	CALL ACCOUNTING Respondents are to provide detailed product briefs with respect to the DoCS Helpline's requirements with reference to their call accounting solution(s) technologies, operating systems, software, licences, capacities and applicable product roadmaps.	M		
2.3.1	Telephony Call Accounting Respondents are to indicate compliance to the following: <ul style="list-style-type: none"> <li>To provide a platform for telephony call accounting across the DoCS Helpline's key sites. The replacement service is to exceed the current level of service by PhoneControl Version 5.X.</li> <li>The call accounting and directory system will have a powerful database with a detailed hierarchical structure and must be capable of being synchronised with other DoCS Helpline data sources.</li> <li>The system must have the ability to provide separate charging and reporting structures.</li> <li>The telephony call accounting service to be used Australia and internationally in the future.</li> </ul>	H		
2.3.2	Directory Database Respondents are to indicate compliance to the following: <ul style="list-style-type: none"> <li>This solution is to provide to the DoCS Helpline Administration operator an LDAP-compliant lookup capability integrated with one or more of the following directories supported by NSW Businesslink: SAP, Novell eDirectory, Microsoft Active Directory.</li> <li>The Directory must support the addition of local information.</li> </ul>	D		
2.3.3	Data Integration requirements DoCS Helpline requires information on the following capability: <ol style="list-style-type: none"> <li>Ability to export key directory attributes from the telephony billing and directory system in customisable data formats.</li> <li>Ability to update the directory system via a user-friendly interface or via system interfaces.</li> <li>Support for industry standard data formats and interfaces for defining and accessing the directory data store.</li> </ol>	D		
2.3.4	Security Requirements	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>The proposed product must be able to meet with the DoCS Helpline's information security requirements as specified in section 2.4.11 and the Respondents must identify what issues will be envisaged and the applicable indicative cost for mitigation.</p> <p>Respondent will, in accordance with the DoCS Helpline security standards and the DoCS Information Security Management and Governance Framework, make allowance to put in place and maintain all commercially reasonable measures to help prevent the DoCS Helpline's data from being read, modified, copied, accessed, replayed, destroyed, or intercepted by unauthorised users while it is being stored and or transmitted.</p> <p>As a minimum, the Respondent will ensure:</p> <ul style="list-style-type: none"> <li>a) Stored information is password protected and passwords are changed monthly, and</li> <li>b) That the system meets the DoCS Helpline's confidentiality, integrity and availability requirements via information security controls, and</li> <li>c) Ensure all appropriate staff are informed on the DoCS Helpline security standards and policies, and</li> <li>d) Will conduct a biannual audit and provide feedback to the DoCS Helpline on its ability to comply with the DoCS Helpline security standards.</li> </ul>			
2.3.5	<p>Inclusions</p> <p>Respondents are to indicate compliance to the following inclusions:</p> <ul style="list-style-type: none"> <li>a) Call Accounting</li> <li>b) Provision of CDR/SMDR collection, processing and analysis</li> <li>c) Carrier bill alignment</li> <li>d) Traffic analysis</li> <li>e) Directory Services</li> <li>f) Ongoing support and upgrades</li> <li>g) Training</li> <li>h) Databases accessible by other multi-service Web based reporting systems for direct business unit access</li> </ul>	D		
2.3.6	Exclusions	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>Respondents are to indicate compliance to the following exclusions:</p> <ul style="list-style-type: none"> <li>Management or support of actual carrier (Telstra) services</li> </ul>			
2.3.7	<p>Assumptions</p> <p>Respondents are to indicate compliance to the following assumptions:</p> <ul style="list-style-type: none"> <li>Any replacement service MUST provide no less than the current service. That is, the services, features and functionality as currently used by the DoCS Helpline, whether identified within these requirements or not, are to be included as part of these requirements.</li> <li>The data collection service will be operational 24 All costs and charges are rolled up into and included in the applicable service charge. Examples of these are (but not limited to) Training, Adhoc reports, Account &amp; Service management, etc.</li> </ul>	D		
2.4	<p>CALL RECORDING</p> <p>The Respondent is to describe their approach to recording and quality monitoring in general terms including the technical solution approach for enterprise-wide access to recordings</p>	M		
2.4.1	<p>General Requirements</p> <p>Respondents are to indicate compliance to the following requirements:</p> <ul style="list-style-type: none"> <li>All inbound calls to the DoCS Helpline agents are to be recorded, with storage for on-line access to calls for at least a 3 month window. Archive access is acceptable for calls older than 3 months. It is anticipated that access to calls over 12 months old will be required rarely, to support cases before the Coroner. For the purpose of estimating storage requirements the following may be assumed: <ul style="list-style-type: none"> <li>a) Recorded voice quality must be at least that of the telephony system;</li> <li>b) The average rate of change in an agent's display during a call will be 25% per minute after an initial screen refresh to support a new incoming call;</li> <li>c) Archived calls should be accessible for replay within 24 hours.</li> </ul> </li> <li>The call recording system is required to link the sequence of recorded voice and data as a call is transferred from one agent to another.</li> <li>Agents require the capability to tag a call during its capture for easy reference at a later time.</li> <li>Call recordings are to be retrievable using either a tag, or by browsing calls, sorted by date, time, duration and agent</li> </ul>	H		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<ul style="list-style-type: none"> <li>The call recording system is required to build a call retrieval list based on a configurable set of quality and coaching parameters.</li> <li>The system is required to restrict read access to recorded calls at the following levels: <ul style="list-style-type: none"> <li>agent's own calls;</li> <li>team leader's agent group; and</li> <li>the call centre.</li> </ul> </li> <li>It is anticipated that erasure privileges will be restricted to the system administrator.</li> <li>All completed calls must be recoverable in the event of any single point failure of the call recording system.</li> <li>No single point of failure of the call recording system is to impact the queuing, delivery or conduct of calls.</li> </ul>			
2.4.2	<p>Access</p> <p>Solution to be capable of expansion to accommodate recording at multiple sites via multiple methods (e.g. TDM, VoIP, trunk side, station side, etc.)</p> <p>Describe what applications are supported by the proposed solution. The Respondent is to specify any additional system components that are required to support each application cited that are not part of the proposed solution.</p> <p>Describe how the solution is able to provide an optional desktop application to allow agents to initiate and /or terminate recording (ie. Record on Demand). This option is to allow for the addition of data fields to the call record which would then be made available as search criteria for call retrieval.</p> <p>There is to be initially the capability to record 300 agent positions simultaneously however a plan to scale up in accordance with evolving business requirements and peak activity periods is required.</p>	D		
2.4.3	<p>General Application Requirements</p> <p>The Respondent is to describe how the following requirements are to be met.</p> <ul style="list-style-type: none"> <li>Licensing is to be on an enterprise wide, concurrent use basis and not based on user ids.</li> <li>Real-time monitoring of synchronized voice and screens are to be provided.</li> </ul>	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<ul style="list-style-type: none"> <li>The solution is to allow for automatic login authentication based on the underlying network operating system for ease of use and simplified administration/user management, rather than a separate user login to access the application.</li> <li>The application is to provide a flexible "rule editor" to define business rules for recording control, storage management and workflow.</li> <li>The Respondent is to list all dependencies between the applications support and recording environments.</li> </ul>			
2.4.4	<p>Interface</p> <p>The Respondent is to describe how the following requirements are to be met.</p> <ul style="list-style-type: none"> <li>All end user and administrative application functions are to be provided in a unified, web-based interface.</li> <li>The solution is to provide each user with a web-based customised, role-based User Interface for all application functionality.</li> <li>The web-based user interface is to present users with customisable dashboards.. Dashboards are to include graphical reports, speech analytics results, data mining results, training course status. The Respondent is to show a sample of unified User Interface and dashboards.</li> </ul>	D		
2.4.5	<p>Playback</p> <p>The Respondent is to describe how the following requirements are to be met.</p> <ul style="list-style-type: none"> <li>The solution is to be able to provide playback from any LAN/WAN attached workstation with audio delivery via the workstation or a telephone.</li> <li>The multi-media playback application is to be similar to the Microsoft media player and support standard playback features including, volume control, jump forward, jump backward, direct (slider-bar) access to sections of the recording, call visualization and call segment tagging and annotation.</li> <li>For calls that have been processed by speech analytics, the user is to be able to jump ahead to various points in the call based on words or phrases that have been highlighted by the speech analytics application.</li> <li>Screen playback is to be fully synchronized with the audio, through any jumps or re-positioning of the playback – forward or backward.</li> </ul>	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<ul style="list-style-type: none"> <li>The solution is to allow the user to re-size the screen playback window and to view it in parallel with the evaluation form. When doing so, the image is to scale smoothly. This is to be applicable regardless of the resolution of the recorded screen or the desktop on which the playback is taking place.</li> <li>The playback application is to provide instantaneous call retrieval for all contacts for the life of the system. No special "archive query" is to be required.</li> <li>The playback application is to impose no restrictions or limitations on the number of users who can simultaneously access a single call record.</li> <li>The solution's playback application is to allow an authorized user to download the audio and/or screen elements of the contact in a synchronized media file (e.g. AVI). Non-authorized users are to be restricted of this functionality. The Respondent is to explain how security is assured.</li> <li>The solution is to provide a unified view of calls across holds, transfers including calls transferred from one centre to another. Each segment of the recorded call is to be visualized separately but one-click cradle-to-grave playback is to be supported.</li> </ul>			
2.4.6	<p>Recording Environment</p> <p>The Respondent is to describe how the following requirements are to be met.</p> <ul style="list-style-type: none"> <li>The solution is to support passive trunk and station side recording including VoIP and TDM.</li> <li>Describe the migration strategy for migrating from TDM to VoIP.</li> <li>The solution is to provide scalable screen recording that can be selectively turned on by agent basis. The Respondent is to describe any system limitations on screen recording capacity.</li> <li>Describe the compression methodology for voice and screen recordings for storage and archival purposes.</li> <li>Describe any software requirements for recordings to be played back from a Windows workstation.</li> </ul>	D		
2.4.7	<p>Quality Monitoring (QM) Application</p> <p>The Respondent is to describe how the following requirements are to be met.</p> <ul style="list-style-type: none"> <li>QM solution is to provide access to all segments related to that contact for an end-to-end review, including both audio, and, where relevant, screens.</li> </ul>	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<ul style="list-style-type: none"> <li>• The QM solution is to incorporate advanced workflow, including an intelligent inbox so that supervisors / quality specialists and customer retention / customer experience specialists have automated access to the correct contacts without the need to execute search queries.</li> <li>• It is desirable to have calls automatically routed to the intelligent inbox of an evaluator, based on a quota of evaluations per agent.</li> <li>• It is desirable to have calls automatically routed to intelligent inboxes of users such as evaluators, quality analysts or business analysts based on the following criteria: Date and Time, Extension, ANI, DNIS, Agent Name/ID, Call Length, Call ID (switch or middleware provided), User annotated data (e.g. tagged call), Line of business, where line of business is determined by the system based on such criteria as DNIS, agent group (Education), Case Worker, Domestic Violence etc., Speech analytics category (e.g. calls should be categorized by speech analytics, and then based on the tagged category routed to the intelligent inbox), Screen analytics data (e.g. data captured by screen analytics from the agent's desktop environment).</li> <li>• Users are required to have the ability to search for calls on an ad-hoc basis. Call search criteria is to include items a) through k) listed above.</li> <li>• The Respondent is to describe how the solution gives contact centre managers tools to distribute or share monitoring workload across supervisors.</li> <li>• The QM solution is to: <ul style="list-style-type: none"> <li>a) present evaluators with a single unified screen that includes audio and screen capture playback as well as the evaluation form.</li> <li>b) provide flexibility to handle complex question types.</li> <li>c) improve efficiency in filling out forms.</li> <li>d) provide flexibility in scoring.</li> <li>e) make workflow easier.</li> <li>f) provide quality data to supervisors and contact centre managers in a time and manner that is actionable.</li> <li>g) provide real-time agent monitoring.</li> <li>h) provide tools for agent coaching and training.</li> </ul> </li> </ul>			



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2.4.8	<p>Analytics</p> <ul style="list-style-type: none"> <li>The solution is to support the automatic categorization of contacts based on spoken keywords or phrases. The Respondent is to describe the process by which categories are built, any tools that exist for building categories, and the amount of time that is typically required to build effective categories.</li> <li>The solution is to support ad-hoc or "serendipitous" search for contacts based on spoken keywords or phrases.</li> <li>The solution is to perform automated root cause analysis to surface key issues impacting contact centre and enterprise performance.</li> <li>The Respondent is to describe the dictionary or vocabulary size that the system can perform ad-hoc word or phrase searches on at any one time.</li> <li>All analytics capabilities and output is to be fully integrated within the proposed solution and is to be completely accessible from the unified application suite. The Respondent is to describe their approach and any user requirements.</li> <li>The solution is to include integrated data mining capabilities that can spot positive and negative correlations between various contact centre metrics and data.</li> <li>The solution's data mining capability is to automatically uncover trends in contact centre performance and suggest root cause of these trends.</li> <li>The Respondent is to state whether the analytics solutions is preset or customisable. If the latter, the Respondent is to describe the process of customisation.</li> <li>The Respondent is to describe the granularity of user permissions and access rights included in the application.</li> <li>Screen Analytics capabilities are to be available to automatically capture and analyse agents' on-screen actions and data entering. This data is to be correlated with the calls in order to identify trends in contact centre performance. The Respondent is to describe their approach, and detail any integration or user requirements to implement the solution.</li> <li>The solution architecture is to enable introduction of future analytic technologies without affecting the system's behaviour or performance.</li> </ul>	D		
2.4.9	User Administration	D		

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	<p>The Respondent is to describe the following user administration component of the solution:</p> <ul style="list-style-type: none"> <li>• administrative functions that are easily accessed from a single, web-based interface.</li> <li>• a user administration capability that supports flexible organizational hierarchies, so that the structure of users and groups can be matched to the structure of our organization.</li> <li>• include multiple levels of permissions to allow for the precise control of users' visibility (i.e. what data users can see).</li> <li>• include multiple levels of permissions to allow for the precise control of users' rights (i.e. what users can do.)</li> <li>• The task of user management is to be able to be distributed according to the DoCS Helpline's organizational structure.</li> </ul>			
2.4.10	<p>Platform Requirements</p> <p>The Respondent is to describe compliance to the following:</p> <ul style="list-style-type: none"> <li>• The solution is to be a LAN/WAN based system with all system communication via standard protocols.</li> <li>• The platform is to utilize a layered / tiered architecture such that new interfaces, media streams, and applications can be incorporated. The Respondent is to identify the distinct layers within the solution and where those layers live in the physical deployment of the solution.</li> <li>• The Respondent is to describe the scalability inherent in the platform design to accommodate both initial systems sizing as well as growth.</li> <li>• The Respondent is to describe the largest implementation of a single instance of the solution.</li> <li>• The platform is to utilize standard service layer protocols (e.g. Web Services) with no direct communication between user applications and system servers (database, recording devices, etc.). The Respondent is to describe their compliance with this requirement.</li> <li>• The Respondent is to describe how the platform can be deployed in a centralized model so we can make use of existing technology infrastructure and personnel.</li> </ul>	D		

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	<p>The Respondent is to detail where each system component will live when deployed in our environment.</p> <ul style="list-style-type: none"> <li>• The Respondent is to identify any proprietary components of the system that cannot be purchased directly by The DoCS Helpline from other sources.</li> <li>• The solution is to include browser-based applications for playback, evaluation, etc. And user administration, etc.</li> <li>• The recording solution is to be scalable to support recording for a number of agent positions in any configuration of sites. The Respondent is to describe how the platform scales both up and out.</li> <li>• The proposed system is to be able to support a number of user/playback workstations. The Respondent is to indicate if additional licensing is required when adding additional users to the system.</li> <li>• All servers are to utilize commercially available hardware in either turnkey or customer provided hardware configurations.</li> <li>• The proposed platform is to incorporate a relational database for the management of contact-related data and indices. This database is to be scalable to support millions of on-line records.</li> <li>• The proposed platform is to include fully autonomous system fault alarming capabilities in addition to providing support for SNMP managed alarming.</li> <li>• The Respondent is to describe their policy for allowing 3rd party IT applications for server management, antivirus, etc. on the platform.</li> </ul>			
2.4.11	<p>Security</p> <p>The Respondent is to describe compliance to the following:</p> <ul style="list-style-type: none"> <li>• The proposed solution is to utilize a services layer (e.g. Web Services) to isolate all end-user applications from direct-access to servers, databases, stored media, etc. at the operating-system level.</li> <li>• User authentication is to be fully integrated with Windows Networking. The solution is to provide a single network login, full support for all security policies and devices supported by Windows, etc.). There is to be no requirement for recording-system-specific users and passwords. Any Windows-compatible security software and/or device is to be supported without custom integration.</li> </ul>	D		

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	<ul style="list-style-type: none"> <li>All end-user login, query, and playback activity is to be fully audited. Audit logs are to be in a format that can be easily imported into tools such as Microsoft Excel for analysis.</li> <li>The solution is to include an extensive set of access control mechanisms including selectively limiting access to applications and application features (playback, download, evaluation, etc.)</li> <li>The solution is to include filters that are settable per user to limit access to contacts based on any contact-related data – e.g. agent, extension, DNIS, ANI, etc.</li> <li>The solution is to rely only on industry-standard communication protocols, web servers, storage, etc.</li> <li>The solution is to be compatible with firewalls, Network Address Translation, and other IP-network security features.</li> </ul>			
2.4.12	<p>Storage</p> <ul style="list-style-type: none"> <li>The Respondent is to describe their technology approach regarding storage of recordings.</li> <li>The solution is to provide unlimited online, near-online, and offline storage capability in any combination. This capability is to meet our current, as well as future storage needs.</li> <li>The DoCS Helpline desires an open storage platform that can provide instant access to any recording with any amount of on-line storage desired. The solution is to leverage any Networked-Attached Storage (NAS) or Storage Area Network (SAN) solution utilized now or in the future.</li> <li>Looking towards the future, the solution is to be compatible with any standards based storage technology, including next-generation technologies such as iSCSI, when they become available.</li> <li>The proposed solution is to include an automatic archive/backup function that supports archive to any media/device supported by Windows.</li> <li>The solution is to utilise industry-standard file-formats (such as WAV or AVI) and codecs (such as G.723.1)</li> <li>The solution is to be capable of leveraging hardware and software storage</li> </ul>	D		

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	solutions from industry leaders and be capable of utilising any commercial storage subsystem and media type (optical disc, DVD, tape, WORM) with no proprietary storage/archiving solutions.			
2.4.13	Upgrades The Respondent is to provide regular updates to any software or system upgrades and service pack releases. The Respondent is to describe their policy for system upgrades and service pack releases.	D		
2.5	REPORTING The proposal is to indicate which reporting tools and technologies are included in the solution.  Respondents are to provide detail of all "out of the box" reporting capability and as an option, provide costs for the customisation of the reporting post implementation.  Functionality is required to allow the information that pertains to the calls and their progress to be exported into a CSV (or similar) file to allow further analysis or investigation.  Standard reporting templates are to be included such as: a) Activity report by operator/agent; b) Operator/agents performance; c) Talk, wait & ready times; d) Statistics per queue; e) Call volume report by type; f) Statistics per site (DoCS Helpline and AGD); and g) Summary performance against target.	M		
2.5.1	Queue Reports Respondents are to indicate compliance to the following DoCS Helpline reporting parameters: a) Total Calls Offered/Daily/Weekly/Monthly; b) Total Calls Answered/Daily/Weekly/Monthly; c) Rate of Calls Taken Per Hour/Weekly;	D		

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	<p>d) Total Calls Abandoned/Daily Weekly/Monthly;</p> <p>e) Percentage of Calls Abandoned/Weekly/Monthly;</p> <p>f) Number of Calls Abandoned within 30 seconds/Daily/Weekly/Monthly;</p> <p>g) Number of Calls Abandoned after 30 seconds but within 120 seconds/Daily/Weekly/Monthly;</p> <p>h) Number of Calls Abandoned after 120 seconds/Daily/Weekly/Monthly;</p> <p>i) Percentage &amp; Number of Calls Answered within 30 seconds/Weekly/Monthly;</p> <p>j) Percentage &amp; Number of Calls Answered within 120 seconds/Weekly/Monthly;</p> <p>k) Percentage &amp; Number of Calls Answered after 120 seconds/Weekly/Monthly;</p> <p>l) Average Wait Time of Calls Answered Total/Weekly/Monthly;</p> <p>m) Average Wait Time of Calls Answered – Weekly/Monthly;</p> <p>n) Percentage of KPI Achieved/Weekly;</p> <p>o) Percentage of KPI Achieved Weekly;</p> <p>p) Number of Calls Abandoned during IVR;</p> <p>q) Number of Calls Received by Region (or even Base);</p> <p>r) Average Talk Time/Weekly;</p> <p>s) Average Wrap-up Time/Weekly;</p> <p>t) Average Handle Time (Talk Time + Wrap-up Time)/Weekly; and</p> <p>u) Number of Calls Wrapped Up/Weekly.</p> <p>Call Management reports required are:</p> <p>a) Total Call Delivered 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;</p> <p>b) Total Call Abandoned 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;</p> <p>c) Total Number of Calls Answered in 30seconds (SLA1) 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;</p> <p>d) Total Number of Calls Answered within 120seconds (SLA2) 15minutes / 30 minutes</p>			

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	<p>/ Hourly/ Daily / Weekly intervals;</p> <p>e) Total Percentage of Calls Meeting SLA1 15minutes / 30 minutes / Hourly/ Daily / Weekly intervals;</p> <p>f) Total Percentage of Calls Meeting SLA2 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;</p> <p>g) Cumulative reports month to date; and</p> <p>h) Operationally cumulative daily.</p>			
2.5.2	<p>Other Reports</p> <p>Respondents are to indicate compliance to the following reporting requirements:</p> <p>a) provide instant access to key metrics, including “drill down” for additional detail as part of the application.</p> <p>b) include a full set of productivity and quality reports. The Respondent is to provide information about the standard reporting templates.</p> <p>c) include analytic reports, charts to provide operational, quality, and customer-intelligence performance management data in easily visualized presentations.</p> <p>d) provide flexible trending over time reports for different metrics in the contact centre.</p> <p>e) preferably be based on an industry-standard reporting framework.</p> <p>f) support displaying rolled-up information at any level in the organization (e.g. agent, team, group, contact centre, Line of Business, etc.).</p> <p>g) support comparing metrics across different call attributes. Example of call attributes are the Line of Business the call is associated with, or the site / contact centre that took (or placed) the call.</p> <p>h) display reports in graphical as well as textual manner.</p> <p>i) generate reports on-demand or to schedule reports.</p> <p>j) define various destinations to reports, such as e-mail addresses, user's folders, FTP locations, etc. The Respondent is to describe the options the system offers for sending reports and sharing them with other users.</p> <p>k) export reports to various standard formats, such as RTF, PDF, etc. The Respondent is to describe the report formats supported by the system.</p> <p>l) to compare reported metrics to a peer (or reference) agent or group. The</p>	H		

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	<p>Respondent is to describe how this is supported in the system.</p> <p>m) to define filters on reports, such as time, agent, group, DNIS, etc. The Respondent is to describe the filters supported by the system.</p> <p>n) to define the order by which the report is generated (e.g. display lowest-scoring agents). The Respondent is to describe the options the system offers for sorting data.</p> <p>o) to support defining ad-hoc and customized reports by the user. The Respondent is to provide any non-standard, customised reports that are currently required as part of the system delivery. The Respondent is to describe what facilities the system provides for ad-hoc or customized reports. The Respondent is to indicate the technical skills needed for generating ad-hoc or customized reports.</p>			
2.6	<p><b>DOCUMENTATION</b></p> <p>Respondents are to detail what documentation will be provided as part of the solution. This is to include all hardware, applications and training documentation.</p> <p>All documentation is to be written in English and provided in hard-copy and soft-copy formats.</p> <p>As a minimum, application documentation is to be provided to support the solution, including:</p> <p>a) Customer data;</p> <p>b) System design and configuration documentation (including but not limited to, technical architecture diagrams and specifications for all programs, scripts, applications, database tables, and database entity-relationship diagrams)</p> <p>c) Software program documentation, including for all third party products used;</p> <p>d) Systems administration documentation;</p> <p>e) Training documentation;</p> <p>f) User documentation including user guides, cue cards etc.</p> <p>g) Implementation specific documentation is to be delivered in conjunction with the phases of implementation of the solution and is to be included as part of the deliverables for the project management component.</p> <p>h) All work undertaken is to be fully documented to provide a clear and concise</p>	M		



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	<p>audit trail.</p> <p>i) Site specific support handover documentation is to be supplied, clearly documenting:</p> <p>j) All documents necessary to maintain all systems</p> <p>k) Support documentation (eg. Vendor call logging)</p> <p>l) Knowledge base documentation (eg. "How to"s)</p>			
3.	IMPLEMENTATION REQUIREMENTS As per this section in Part E	H		
3.1	IMPLEMENTATION Respondents are to design, implement and commission the new solution across all sites ensuring that the sites link together and is to operate as a single virtual Contact Centre environment. This is to include look ahead routing and load balancing.	H		
3.1.1	<p>Timings for Implementation Respondents are to nominate the earliest possible time for the implementation of the replacement of the PABX and associate hardware and software equipment which is to be detailed in the Project Plan.</p> <p>A phased approach to implementation is required.</p> <p>The two phases to implementing the new solution are:</p> <ul style="list-style-type: none"> <li>Phase 1 – implement the core system. This will include the main voice switching system, IVR to replicate the current functionality, reporting, call accounting.</li> <li>Phase 2 – implement call and desktop recording, IVR (natural speech recognition).</li> </ul> <p>DoCS may choose to not implement Phase 2 or to implement as a separate project. To that end, there is to be no dependency between each phase of implementation.</p>	H		
3.1.2	<p>Requirements from DoCS Respondents are to detail any requirements that are necessary for the successful implementation of the new solution. This is to include at a minimum:</p> <p>a) accommodation requirements;</p> <p>b) interface requirements;</p> <p>c) power requirements;</p> <p>d) HR requirements including project management resources;</p>	D		

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	<p>e) cabling requirements not included as part of all the submission;</p> <p>f) management requirements;</p> <p>g) security requirements; and</p> <p>h) quality requirements</p> <p>The response is to state any and all assumptions made for the successful implementation.</p> <p>Any costs required for incidentals such as travelling and meals are to be included.</p>			
3.2	<p><b>SYSTEMS INTEGRATION</b></p> <p>The tender is to include services for the integration and configuration of all systems included in the solution to support the DoCS Helpline business processes documented at section 6.</p> <p>Respondents must provide the Systems Integration Services to ensure that the solution, including all components and functionality:</p> <ul style="list-style-type: none"> <li>• Interact and operate with each other and</li> <li>• Are installed, operate in conjunction with, integrate with, and are fully compatible with, the existing systems.</li> </ul> <p>The Respondents are to be accountable for the integration and accept the Prime Contractor role and be responsible for all aspects of the project, including any project management and/or liaison with the DoCS Helpline and other vendors. DoCS will play a supportive role.</p> <p>The Respondent as the Prime Contractor must be responsible for:</p> <ul style="list-style-type: none"> <li>• Acquiring, establishing, testing, installing and commissioning the technology refresh within DoCS's existing hardware and network.</li> <li>• Configuring, modifying, installing and commissioning all proposed hardware and software including but not limited to, the proposed equipment, any system management.</li> <li>• Project management, a project management methodology, a systems development lifecycle including systems design, project resourcing and project plan, including an implementation strategy, as part of the project management methodology.</li> <li>• Configuration and establishment of the environment, establishment of appropriate</li> </ul>	M		

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	<p>operations, system administration and help desk procedures and scripting.</p> <ul style="list-style-type: none"> <li>Support for all systems, including technical and applications training, documentation, technical and application support services, and ongoing maintenance and support.</li> <li>Planning, testing, training and post implementation support for the proposed solution.</li> <li>An implementation strategy including a staged implementation and applications integration.</li> <li>Any sub-contractors used.</li> <li>Guaranteeing the level of performance as detailed in an SLA to be finalised at contract initiation.</li> <li>Liaison with DoCS, sub-contractors and other relevant parties.</li> </ul> <p>Respondents are to describe their proposal for integration services. If the proposed solution is to involve any software development,</p> <p>Respondents are to describe these details including, but not limited to, functionality to be developed, development scope, complexity and required time for development.</p>			
3.2.1	<p>Carriage Services</p> <p>The DoCS Helpline currently uses Telstra for the provision of carriage services. To that end, it is highly desirable that Respondents provide details of the interconnection into the public network and what measures are taken to ensure connectivity, quality and management of the services.</p>	H		
3.2.2	<p>Genesys</p> <ul style="list-style-type: none"> <li>It is a requirement that the PABX equipment integrates to the DoCS Genesys CTI system Version 7.2. Additionally, the solution is required to integrate into the DoCS ActiveX based software through Genesys.</li> <li>Respondents are to provide details on how this will be achieved as part of their implementation plan.</li> </ul>	H		
3.2.3	<p>Rightfax</p> <ul style="list-style-type: none"> <li>The PABX equipment is to integrate to the DoCS RightFax Server through an analogue interface.</li> </ul>	H		

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	<ul style="list-style-type: none"> <li>Respondents are to provide details on how this will be achieved as part of their implementation plan.</li> </ul>			
3.2.4	<p>Siebel CRM</p> <ul style="list-style-type: none"> <li>The DoCS Helpline process is supported by a Siebel CRM system, built on Siebel 7.8. It is DoCS' electronic system for keeping records of its clients. The solution specified in this document requires a Genesys interface to populate a screen on the CRM system with calls to CSOs and Case Workers.</li> <li>The current softphone application uses a Genesys G-Plus Adaptor for Siebel CRM.</li> <li>Respondents are to include cost for the redevelopment or replacement of existing Genesys based soft phone application, including implementation.</li> <li>Respondents are to provide details of prior experience working with integration with Siebel platforms.</li> <li>DoCS intends to extend the Genesys Siebel Integration to handle other media types.</li> </ul>	H		
3.2.5	<p>Remote Capability</p> <p>The offer should indicate how the proposed solution could be expanded to provide for up to 50 DoCS Helpline agents to operate off the platform from a remote location, including indicative costs for implementation and maintenance.</p> <p>DoCS may purchase additional products and/or services to implement a further disaster recovery solution in the future.</p>	D		
3.3	<p>PLANS AND PROJECT MANAGEMENT</p> <p>A Draft Project Plan, Risk Plan and Test and Acceptance Plan are required.</p> <p>The Respondent is to provide the following plans following contract signature:</p> <ol style="list-style-type: none"> <li>Project Plan;</li> <li>Test and Acceptance Plan;</li> <li>Risk Plan;</li> <li>Warranty Plan;</li> <li>Transition Plan;</li> <li>Training Plan;</li> </ol>	H		

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	<p>g) Business Continuity Plan;</p> <p>The Project Plan is to include:</p> <ul style="list-style-type: none"> <li>a) Key aspects of the Technical Solution, including design, dimensioning, implementation, testing and commissioning of the Technical Solution;</li> <li>b) Detailed schedule;</li> <li>c) De-commissioning or reprogramming requirements for existing DoCS equipment; and</li> <li>d) Details of Training to be provided to DoCS Personnel.</li> </ul> <p>The Test and Acceptance Plan is to describe how the Respondent will test the Technical Solution in preparation for commissioning and Acceptance.</p> <p>The Risk Plan is to identify the risks that will be part of the project and detail mitigation strategies to allow visibility and management of the specific issues. At the commencement of the project, a Risk Register is to be established for the management of these risks on an ongoing basis.</p> <p>The Warranty Plan is to set out how the Respondent intends to address warranty issues including the provision of a sixty (60) day defect free period and a twelve (12) month warranty period commencing from the date of Final Acceptance by DoCS. Defects with the meaning of defect free period refers to significant hardware failure or core system software failures.</p> <p>The Transition Plan is to include the Respondent's approach to Implementation and Training and Decommissioning and Reprogramming, having regard to the impact on the delivery and continuity of the Business As Usual. This are to be critically linked to the Risk Plan with definitive direction with respect to the mitigation strategies. Along with normal training arrangements, the Training Plan is to include 'train the trainer' Training for:</p> <ul style="list-style-type: none"> <li>a) Operators;</li> <li>b) Agents;</li> <li>c) Supervisors;</li> </ul>			

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	<p>d) Workforce Management Staff;</p> <p>e) Reporting Staff; and</p> <p>f) DoCS Personnel responsible for delivering ongoing support for the Technical Solution.</p> <p>The Business Continuity Plan is to address the Respondent's approach to ensure the continued operation of the Technical Solution after Acceptance including the hardware and software roadmap.</p>			
3.4	<p><b>TESTING</b></p> <p>As per this section in Part E.</p>	M		
3.4.1	<p><b>Test Plan</b></p> <p>Respondents are to prepare and submit a draft Test and Acceptance Plan as part of their Response, identifying the proposed test methods, acceptable performance levels and acceptance milestones requiring DoCS authorisation.</p> <p>As part of the testing regime, Respondents are to:</p> <ul style="list-style-type: none"> <li>• Identify the minimum acceptable performance levels of the proposed equipment;</li> <li>• Describe the proposed acceptance testing of the delivered, installed and configured system, including: <ul style="list-style-type: none"> <li>a. Functional;</li> <li>b. Installation programming;</li> <li>c. Process;</li> <li>d. Performance and scalability;</li> <li>e. Integration;</li> <li>f. Load; and</li> <li>g. Operational.</li> </ul> </li> </ul>	H		
3.4.2	<p><b>Development and Test Environment</b></p> <ul style="list-style-type: none"> <li>• Respondents are to provide a stand alone Development and Test Environment that replicates the production environment on a small scale and integrates to the existing Genesys CTI Development and Test Environment.</li> <li>• Respondents are to perform tests, measurements and development prior to</li> </ul>	D		

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	<p>implementing into the production systems.</p> <ul style="list-style-type: none"> <li>The Development and Test equipment is to be certified for calibration by a National Association of Testing Authorities (NATA) registered organisation.</li> <li>DoCS will sign-off on the Development and Testing Environment implementation before proceeding to implement the production environment.</li> <li>Any equipment or diagnostics programs that are required to perform tests and measurements are to be provided by the vendor.</li> </ul>			
3.4.3	<p>Change Management</p> <ul style="list-style-type: none"> <li>Respondents are to describe the proposed change management approach to the initial implementation of the DoCS Helpline and to updating the system in the future.</li> <li>The Change Management approach is to be in line with a recognised methodology or process.</li> </ul>	D		
3.4.4	<p>Defect Free Period</p> <p>Respondents are to note that from the date of acceptance, a 60 day period defect free is required prior to final acceptance. Should a defect be detected in this period, the 60 day period will recommence.</p>	D		
3.5	<p>PROOF OF CONCEPT</p> <p>Short listed Respondents may be requested to build a prototype system or demonstrate a proof of concept at the Respondent's costs to show that the solution satisfies the requirements for DoCS.</p> <p>Reference sites may be requested for visits by DoCS representatives. See section 5 for further information on reference sites.</p>	D		
3.6	<p>TRAINING</p> <p>Respondents are to provide training for all aspects of the solution's functionality (eg. Switching system, IVR, reporting tool, call accounting), configurations, operations and maintenance.</p> <p>System training and certification of three DoCS ICT technical staff are to be included as part of the solution. These staff are to be trained to Level 1 Technical Support of the PABX solution.</p> <p>Respondents are to provide the following details of the training at a minimum:</p>	H		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<ul style="list-style-type: none"> <li>a) Training methodology and the levels of training offered,</li> <li>b) Training materials, if any, to be provided,</li> <li>c) Training class sizes to be specified,</li> <li>d) Train-the-trainer training to be offered.</li> </ul>			
4.	<p><b>MAINTENANCE SUPPORT REQUIREMENTS</b> Respondents are to provide details of their approach to maintenance given the parameters listed in this section.</p> <p>Where support is offered in terms of a specified time over the year, DoCS needs to be able to use the time to suit its needs and not be restricted to a specified number of hours or weeks per month.</p>	M		
4.1	<p><b>LEVELS OF SUPPORT</b> It is a highly desirable requirement that the Respondent works with the DoCS technical staff to provide the following levels of support:</p> <ul style="list-style-type: none"> <li>a) First level support basis will usually be undertaken by the DoCS technical staff who are available on a 24x7, including weekends and public holidays.</li> <li>b) Second level support basis will usually be undertaken by the DoCS technical staff and/or the Respondent. This will depend on the nature of the problem. The hours of support will be 24x7, including weekends and public holidays.</li> <li>c) Third level support basis will be undertaken by the Respondent and/or escalated to the original equipment or system manufacturer or supplier. The hours of support will be 24x7, including weekends and public holidays.</li> </ul> <p>There may be occasions when the Respondent is required to undertake any of these levels. It is highly desirable the offer states any additional costs involved in providing all levels of support.</p> <p>Respondents are to describe the Service Levels offered.</p>	H		
4.2	<p><b>INCIDENT MANAGEMENT</b> The Respondent's obligation is the provision of Incident Management for all aspects of the solution, the key objective of which is to ensure that all incidents caused by errors within the DoCS Helpline are recorded, responded to and resolved in accordance with the agreed processes and meet KPIs. The Respondent should describe their approach to Incident Management in their response.</p>	D		



Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>The Respondent is to monitor and respond to all DoCS Helpline related alarms. In responding to the alarms, the Respondent is to determine whether the alarm constitutes an error, and resolve the incident. All alarms not constituting an incident is to be recorded in an electronic alarm log for performance analysis purposes.</p> <p>During Transition, the Respondent is to finalise:</p> <ul style="list-style-type: none"> <li>the design of an ITIL compliant Incident Management process for approval by DoCS,</li> <li>the design, implementation and use of a DoCS approved Incident escalation process.</li> </ul>			
4.3	<p><b>PROBLEM MANAGEMENT</b></p> <p>The Respondent's obligation is to provide a Problem Management process to minimise the adverse impact of incidents and problems on DoCS' business that are caused by errors within the DoCS Helpline environment, and to prevent recurrence of incidents related to those errors.</p> <p>The Respondent should describe their approach to Problem Management in their response.</p> <p>During transition, the Respondent is to finalise:</p> <ul style="list-style-type: none"> <li>the design of an ITIL compliant Problem Management process for approval by DoCS,</li> <li>the design, implementation and use of a DoCS approved Problem escalation process.</li> </ul>	D		
4.4	<p><b>REQUEST MANAGEMENT</b></p> <p>The Respondent's obligation is to provide a structured Request Management Process that is linked to the Change Process.</p> <p>The Respondent should describe their approach to Request Management in their Response.</p> <p>During Transition, the Respondent is to finalise the design of an ITIL compliant Request Management process for approval by DoCS.</p> <p>The Respondent is to implement authorisation checkpoints, as required by DoCS, in the Request process.</p>	D		
4.5	<p><b>CHANGE AND RELEASE MANAGEMENT</b></p> <p>The Respondent should describe their approach to Change and Release Management in their Response.</p>	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>The Respondent is to manage the Change and Release processes for:</p> <ul style="list-style-type: none"> <li>a. Software used in the DoCS Helpline Infrastructure;</li> <li>b. Hardware used in the DoCS Helpline Infrastructure;</li> <li>c. The connection/disconnection of voice related Carrier Services.</li> </ul> <p>During Transition, the Respondent is to finalise:</p> <ul style="list-style-type: none"> <li>• the design of an ITIL compliant Change Management process for approval by DoCS,</li> <li>• the design of an ITIL compliant Release Management process for approval by DoCS</li> </ul> <p>The Respondents Release Management process are to take in to account the DoCS IT&amp;C Release process and show the linkage between the Respondents' proposed Release process and the DoCS process.</p> <p>Where required by DoCS the Respondent is to analyse and document 'best fit for purpose' technical solutions in the scope of work.</p> <p>The Respondent is to obtain quotes against the scope of work and provide recommendations on the most cost effective solution. Non-standard Change work is to be invoiced separately.</p>			
4.6	<p><b>SERVICE CONTINUITY</b></p> <p>The Respondent should describe their approach to Service Continuity in their Response.</p> <p>During Transition, the Respondent is to finalise the design of an ITIL compliant Service continuity process for approval by DoCS.</p>	H		
4.7	<p><b>SCHEDULED MAINTENANCE</b></p> <p>All Scheduled maintenance is to be performed outside of DoCS Helpline critical business hours.</p> <p>The Respondent should describe their approach to Scheduled maintenance in their Tender.</p> <p>During Transition, the Respondent is to finalise the design of an ITIL compliant Scheduled maintenance process for approval by DoCS which addresses the:</p> <ul style="list-style-type: none"> <li>a) Test and adjustment;</li> <li>b) Repair;</li> </ul>	H		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>c) Removal;</p> <p>d) Disassembly;</p> <p>e) Cleaning;</p> <p>f) Inspection;</p> <p>g) Reassembling or replacing; and</p> <p>h) Upgrading of the Voice Environment.</p> <p>The Respondent is to report on completion of Scheduled Maintenance activities against the Scheduled Maintenance Plan. The Respondent is to conduct an annual review of the SMP and propose changes for approval by DoCS.</p> <p>The Respondent is to also propose ad hoc changes to the SMP as a result of ongoing experience.</p> <p>The Respondents are to perform Scheduled maintenance on the Active infrastructure which includes the implementation of:</p> <p>a) OEM software upgrades and patches to current release versions; and</p> <p>b) Hardware upgrades to support software version upgrades.</p> <p>The Scheduled Maintenance Plan is to include a Backup process which:</p> <p>a) Schedules backups in accordance with the Backup Plan;</p> <p>b) Initiates unscheduled backups as a result of a Change;</p> <p>c) Analyses and rectifies failed backups and</p> <p>d) Reports backup schedule completion.</p>			
4.8	<p><b>SPARE PARTS</b></p> <p>The Respondent should describe their approach to spares management in their Tender. The Respondent is to hold adequate spare parts and consumables to meet KPIs.</p> <p>During transition, the Respondent is to provide distribution proposals to ensure that required spare parts are available when, and where, needed.</p> <p>DoCS will pay for spare parts on a consumption basis.</p>	D		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>As part of the RFT, the Respondent is to provide DoCS with a proposal for the supply of the DoCS Helpline Infrastructure spares and consumable items.</p> <p>The Respondent is to provide, on a quarterly basis, a price list of spare parts held to meet DoCS requirement. The Respondent is to provide a monthly report of spare parts usage and the cost of each spare part used.</p> <p>The Respondent is not required to purchase Client Peripherals. The Respondent is to provide proposals for the forward quarter, for client Peripheral replacement including type, quantity and distribution. DoCS will purchase Client Peripherals based on the proposal.</p>			
4.9	<p><b>WARRANTY MANAGEMENT</b> The Respondent should describe their approach to warranty management in their Response.</p> <p>The Respondent is to manage manufacturer and/or third party warranty provisions in the DoCS Helpline Solution.</p> <p>The Respondent is to enter the warranty details of equipment introduced into the DoCS Helpline in CMDB. The warranty details are to include, but not limited to, Warranty number, Expiry date and OEM.</p> <p>The Respondent is to use spare parts to restore the service(s) in order to achieve KPIs. If a warranty claim is declined by the OEM, the Respondent is to notify DoCS and seek approval to invoice the replacement item.</p> <p>The Respondent is to ensure its personnel comply with manufacturer and/or OEM warranty requirements.</p>	D		
5.	<p><b>REFERENCE SITES</b> As per requirements in this section in Part E.</p>	M		
5.1	<p><b>CUSTOMER LISTS</b> Respondents are to provide a complete list of their current client base noting that DoCS reserves the right to speak with any of the customers on this list</p>	H		
5.2	<p><b>REFERENCE REQUIREMENTS – IMPLEMENTATION AND PROJECT MANAGEMENT</b>  Respondents are to provide detailed description of three (3) major implementations of a</p>	H		

Form 5 – Statement Of Compliance With Specification Requirements

Clause No.	Brief Description	Priority	Statement of Compliance	Explanation/Description including Tenderer's Reference (including reference to alternatives or modifications; also reference location in Tender)
	<p>similar size, complexity and integration. Reference sites are to be located in Australia. As part of the description, the following is to be included:</p> <ul style="list-style-type: none"> <li>• Type of implementation;</li> <li>• Levels of integration;</li> <li>• Issues that were experienced and how they were overcome;</li> <li>• The various platform and vendors involved; and</li> <li>• The project management aspects – who was the prime, how many sub Vendors and what were the client challenges (if any).</li> </ul>			
5.3	<p>REFERENCE REQUIREMENTS – MAINTENANCE</p> <p>Respondents are to provide detailed description for three (3) major sites for the provision of maintenance of a similar size. Reference sites are to be located in Australia. As part of the description, the following is to be included:</p> <ul style="list-style-type: none"> <li>• The KPIs and SLA's associated with the contract;</li> <li>• Level of adherence to these SLAs</li> <li>• What penalties are included as part of the contract (if any) for non compliant;</li> <li>• If the site is ITIL, how the maintenance has been structured. If not, whether that was a requirement from the client.</li> </ul>	H		
6.	<p>BUSINESS PROCESSES</p> <p>As per this section in Part E</p>	D		
6.1	<p>DOCS HELPLINE</p> <p>As per this section in Part E</p>	D		
6.2	<p>DOMESTIC VIOLENCE LINE PROCESSES</p> <p>As per this section in Part E</p>	D		
6.3	<p>AGD PROCESSES</p> <p>As per this section in Part E</p>	D		

## FORM 6: ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

Note to tenderers: If submitting a hard copy Tender, execute this page at clause 3. If submitting an electronic Tender, only respond to clauses 4 and 5.

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. I affirm that this is my Tender which will form part of my agreement if my Tender is successful:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of tenderer (if an individual, as identified in Part C, Form 1 - Prime Contractor Profile)

OR

\_\_\_\_\_  
Signature of authorised officer of tenderer (as identified in Part C, Form 1 - Prime Contractor Profile)

OR

\_\_\_\_\_  
Signature of partner completing tender on behalf of partnership (as identified in Part C, Form 1 - Prime Contractor Profile)

4. 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

5. 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



**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 Government State Contracts Control Board**

## **PART D – CONDITIONS OF CONTRACT**

**Contract:** NSW Department of Community Services  
Helpline Technology Replacement Project

**RFT Number:** 0702220

**Tender Issue Date:** 29 January 2008

**Closing Date:** 4 March 2008

**Closing Time:** 9:30 am Sydney Time

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## PART 1 - EXECUTION OF AGREEMENT

Deed of Agreement dated the            day of            20           

Between the State Contracts Control Board, acting for and on behalf of *[insert name of Government party]*

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 or its Personnel exists or is likely to arise in the performance of their 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 the 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 the 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 the 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.



## 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 MANAGEMENT COMMITTEE

11.2.1 By the date specified in the Agreement Details, the Parties must mutually agree and establish 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 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.

#### 11.10 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 a price adjustment mechanism that is to apply periodically.

### 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 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 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.

14.1.4 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.

## 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 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 the 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 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. A Conflict of Interest also includes any matters materially affecting the Contractor’s ability to perform any of its obligations under this Agreement that include but are not limited to:

- (a) any material litigation or proceeding whatsoever, actual or threatened, against the Contractor; or
- (b) the existence of any material breach or default or alleged breach or default of any agreement, order or award binding upon the Contractor;
- (c) 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
- (d) 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 the 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 1,2,3,4,5 and 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 Materials”** means the items set out in Schedule 1 to be supplied by the Principal under this Agreement.

**“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 the 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 Commencement Date”** means the day following Actual Acceptance Date of all Deliverables, or the date on which Service Levels are invoked by mutual agreement by the parties, whichever is later.

**“Service Levels”** means the levels of performance to be achieved by Contractor in the provision of the Services as described 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 the 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

<b>Item 1</b>	<b>Agreement Number</b>	
<b>Item 2</b>	<b>Principal's Name</b>	
	<b>Authorised Representative</b>	
<b>Item 3</b>	<b>Contractor's Name/Address and ABN/ACN</b>	
	<b>Authorised Representative</b>	
<b>Item 4</b>	<b>State and Applicable Law</b>	<i>New South Wales</i>
<b>Item 5</b>	<b>Modules agreed between the Parties</b>	
	Module 1 – Hardware Acquisition and Installation	<input checked="" type="checkbox"/>
	Module 2 – Hardware Maintenance Services	<input checked="" type="checkbox"/>
	Module 3 – Licensed Software	<input checked="" type="checkbox"/>
	Module 4 – Development Services	<input checked="" type="checkbox"/>
	Module 5 – Software Support Services	<input checked="" type="checkbox"/>
	Module 12 – Systems Integration Services	<input checked="" type="checkbox"/>
<b>Item 6</b>	<b>Schedules to apply</b>	
	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 checked="" type="checkbox"/>
	Schedule 6 – Confirmation of Insurances	<input checked="" type="checkbox"/>

Item 6	<b>Schedules to apply</b>	
	Schedule 7 – Financial Security	<input checked="" type="checkbox"/>
	Schedule 8 – Performance Guarantee	<input checked="" 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	<b>Term (clause 2)</b>	
	(i) Commencement Date of this Agreement:	Contract Execution
	(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)	
	3 years support & maintenance from Services Commencement Date.	
Item 8	(iii) Period of extended term (if any): (clause 2.1)	2 x 12 months
	<b>Issue Resolution (clause 3.5 and Schedule 5)</b> \$AUS 200,000 Specify the expert determination amount:	
Item 9	<b>Broad Form Liability Insurance Policy Amount (clause 4.1.1)</b>	
	(a) Public Liability Insurance Limit of Indemnity: \$AUS M:	20, in respect of each claim
	(b) Product Liability Insurance Limit of Indemnity: \$AUS M:	10, for the total aggregate liability for all claims arising out of the contractor's products for the period of cover
	(c) (if requested in 4.1.1) Professional Indemnity Insurance Limit of Indemnity: \$AUS M:	10
	The Principal is to state the period that the Contractor must maintain its Professional Indemnity Insurance. If the Contractor is a member of occupational association with an approved scheme under <i>The Professional Standards Act (NSW) 1994</i> or similar State or Territory legislation, then the insurance amount may be limited by the Principal, accordingly.	
	(d) Insert other insurances required (if requested in 4.1.1)	Workers' compensation insurance for all the contractor's employees
	<b>Financial Security (clause 4.2 and Schedule 7)</b>	
Item 10	(i) Specify here if Financial Security is required: (Yes / No)	To be defined at time of contract
	(ii) Amount:	
Item 11	<b>Performance Guarantee (clause 4.3 and Schedule 8)</b>	
	(i) Specify here if Performance Guarantee is required: (Yes / No)	To be defined at time of contract
	(ii) Guarantor (clause 4.3):	
Item 12	<b>Liability (clauses 4.5 and 4.6)</b>	
	(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:	
	(ii) Parties to annex risk management assessment plan:	

<b>Item 13</b>	<b>Information Management (clause 5.1)</b>
	(i) Principal to specify and/or annex any information that the Contractor must treat as Confidential Information: To be defined at time of contract
	(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:
<b>Item 14</b>	<b>Intellectual Property (clause 5.2)</b>
	(i) Specify any Deliverables that the Contractor will own (clause 5.2.3): To be defined at time of contract
	(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):
<b>Item 15</b>	<b>Secrecy and Security (clause 6.3)</b>  Specify any secrecy or security requirements with which the Contractor is to comply during the Term: Criminal Records and Prohibited Employment Declaration Check as specified in Part E. Other security requirements such as DoCS site access are specified in Part E.
<b>Item 16</b>	<b>Product and Service Warranties (clause 7.1)</b>
	(i) Specify whether Deliverables are new or otherwise (clause 7.1.1(c)): Deliverable are new.
	(ii) Specify any quality assurance and compliance arrangements required (clause 7.1.2(b)):  All specifications relating to quality assurance and compliance requirements are specified in Part E.
<b>Item 17</b>	<b>Compliance with Laws and Standards and Codes (clause 7.4)</b>
	(i) Specify any codes, policies or guidelines with which the Contractor is to comply:  All specifications relating to quality assurance and compliance requirements are specified in Part E.
	(ii) Specify any standards to apply:
<b>Item 18</b>	<b>Credit/Debit Card (clause 7.8)</b>  Specify any credit/debit card or electronic facility that the Principal may use to pay the Contractor: None identified
<b>Item 19</b>	<b>Principal's Materials (clause 7.9)</b>
	(i) Specify Principal's Materials: To be determined at time of contract
	(ii) Specify costs for Principal's Materials: To be determined at time of contract
<b>Item 20</b>	<b>Reports (clause 7.10)</b>  Specify reports required (if any), time for provision and format: Principal to advise.
<b>Item 21</b>	<b>Site Preparation and Maintenance (clause 8.4)</b>  Specify the Party responsible: Principal
<b>Item 22</b>	<b>Specified Personnel (clause 9.2)</b>  Nominate the key personnel (if any) who are to be dedicated to provide the Deliverables: Contractor to advise.
<b>Item 23</b>	<b>Subcontractors (clause 9.4)</b>

	(i) Principal is to specify if statutory declaration from subcontractors, substantially in the form of Schedule 4, is required:
	(ii) List of Subcontractors: Contractor to advise.

<b>Item 24</b>	<b>Delivery (clauses 10.1 and 10.2) Contractor to advise</b>
	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:
<b>Item 25</b>	(vi) Delivery costs to be applied:
	<b>AAD (clause 10.3)</b>
<b>Item 26</b>	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): 10 business days elapsed before deemed AAD.
	<b>Acceptance Testing (clause 10.5) To be determined at time of contract</b>
	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:
<b>Item 27</b>	<b>Documentation (clause 10.6) To be determined at time of contract</b>
	(i) Specify any additional publications or aids to be made available by the Contractor and the charge (if any):
	(ii) Specify the number of additional copies of the Documentation being purchased by the Principal and the charge:
	(iii) Specify dates for delivery of Documentation:
<b>Item 28</b>	<b>Escrow (clause 10.8) Contractor to advise whether they require. Should include if code is being developed</b>
	(i) Specify if an Escrow arrangement is required:
	(ii) Specify time for Escrow arrangement to endure:
	(iii) List Escrow Materials:
<b>Item 29</b>	<b>Management Committee (clause 11.2)</b>
	(i) Specify if clause 11.2 applies: Yes
	(ii) Specify by when management committee and its processes to be established: At contract execution
	(iii) Specify the persons on the management committee and any additional functions they are to carry out: <b>To be determined at time of contract</b>



<b>Item 30</b>	<b>Progress Reporting (clause 11.3)</b>
	(i) Specify if clause 11.3 applies: Yes
	(ii) Nominate Project Manager/Officer for each Party: <b>To be determined at time of contract</b>
<b>Item 31</b>	<b>Contract Review Procedures (clause 11.4)</b>
	(i) Specify if clause 11.4 applies: Yes
	(ii) Specify any specific time intervals for service and performance reviews: To be determined at time of contract
	(iii) Specify any other matters to be reviewed:
<b>Item 32</b>	<b>Site Specification (clause 11.5)</b>
	(i) Specify if clause 11.5 applies: No
	(ii) Specify if the Contractor is to provide a Site Specification:
<b>Item 33</b>	<b>Implementation Planning Study (clause 11.6)</b>
	(i) Specify if clause 11.6 applies: Yes
	(ii) Insert IPS objectives and time for provision of study:
<b>Item 34</b>	<b>Project Implementation and Payment Plan (clause 11.7)</b>
	Specify if clause 11.7 applies: Yes
<b>Item 35</b>	<b>Staged Implementation and Right to Terminate (clause 11.8)</b>
	Specify if clause 11.8 applies: Yes
<b>Item 36</b>	<b>Service Level Agreement (clause 11.9)</b>
	Specify if clause 11.9 applies: Yes
<b>Item 37</b>	<b>Time of the Essence (clause 11.10)</b>
	(i) Specify if clause 11.10 applies: Yes
	(ii) Due Date for performance and Milestones: To be determined at time of contract
	(iii) Method of calculation of Liquidated Damages (LD's): To be determined at time of contract
	(iv) Number of days LD's are to be applied:
<b>Item 38</b>	<b>Retention of Moneys (clause 11.11)</b>
	(i) Specify if clause 11.11 applies: Yes
	(ii) Specify percentage of Contract Price is to be retained by the Principal until AAD of a Deliverable: To be determined at time of contract
<b>Item 39</b>	<b>Business Contingency Plan (clause 11.12)</b>
	(i) Specify if clause 11.12 applies: Yes
	(ii) Specify by when BCP to be provided: <b>To be determined at time of contract</b>
	(iii) Specify the BC Services it requires and the period of the services: Principal to advise.
	(iv) State the periods that the BCP must be updated by the Contractor: To be determined at time of contract

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



Item 40	<b>Payment (clause 12)</b>
	(i) Specify whether the Contract Price is fixed: Yes
	(ii) Specify price variation mechanism: As per Schedule 12
Item 41	<b>Variations (clause 13)</b> Specify whether Schedule 12 to apply: Yes
Item 42	<b>Termination for Convenience (clause 14.1.2)</b> Specify whether further compensation is payable and amount: To be determined at time of contract
Item 43	<b>Warranty Period for Deliverables:</b>
	<b>Module 1 - Hardware Acquisition and Installation:</b> Specify Warranty Period, if greater than 365 days: Principal to advise
	<b>Module 3 - Licensed Software:</b> Specify Warranty Period, if greater than 90 days: Principal to advise
	<b>Module 4 - Development Services:</b> Specify Warranty Period, if greater than 365 days: Principal to advise
	<b>Module 12 - Systems Integration Services:</b> Specify Warranty Period, if greater than 90 days: Principal to advise
Item 44	<b>Notices (clause 1.2)</b>
	<b>The Principal's contact details and Service Address:</b>
	(Insert details of Government party) To be advised at time of contract
	Name:
	Address:
	Position:
	Telephone:
	Facsimile:
	<b>The Contractor's contact details and Service Address:</b>
	Name:
	Address:
	Position:
	Telephone:
	Facsimile:

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.

## Schedule 3 – Product and Service List

### **General:**

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 – Contractor to advise

#### **Delivery and installation** (clause 2 of Module 1):

- (i) Specify if the Contractor is to install the Hardware - Yes
- (ii) Specify if the Contractor is to remove all packing materials - Yes
- (iii) Specify if the Contractor is required to demonstrate the use of the Hardware - Yes
- (iv) Specify any additional costs for installation and demonstration – Contractor to advise
- (v) Specify any additional costs for removal of packaging – Contractor to advise

#### **Integration and Training** (clause 3 of Module 1): - To be determined at time of contract

- (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 – Contractor to advise
- (ii) Specify the Hardware that is the subject of the Hardware Maintenance Services – Contractor to advise
- (iii) Specify the Support Service Fees – Contractor to advise

#### **Contract Period** (clause 2 of Module 2):

Specify the Contract Period of the Hardware Maintenance Services – 3 years from the expiry of warranty period.

#### **Commencement Date** (clause 2 of Module 2):

Specify the Commencement Date of the Hardware Maintenance Services – Services Commencement Date

#### **Contract Specifications and SLA** (clause 3 of Module 2):

- (i) Annex or reference the Contract Specifications (clause 3.1) – Contractor to advise
- (ii) Annex or reference the SLA, if any (clause 3.1) – N.B. Include response times in the SLA for rectification of Defects – To be determined at time of contract



**Site** (clause 3.2 of Module 2): – To be advised by Principal at time of contract

- (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): To be determined at time of contract

- (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 – Contractor to advise
- (ii) Specify the times Remedial Maintenance Services are to be performed - To be determined at time of contract
- (iii) Specify the charge payable for any Remedial Maintenance Services performed outside the maintenance period – Contractor to advise

### **Module 3 – Licensed Software** – Contractor to advise

**Licensed Software** (clause 1.2 of Module 3):

Specify the Licensed Software to be provided – Contractor to advise

**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 – Contractor to advise

**Class of Licence** (clause 2.1 of Module 3):

- (i) Specify the Class of Licence – Contractor to advise
- (ii) Specify the number of copies of the Licensed Software to be provided to the Principal – Contractor to advise

**Licence Rights** (clause 4.1 of Module 3):

Specify any additional licence rights that the Contractor must provide to the Principal – Contractor to advise

**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 – Contractor to advise

**Updates and New Releases** (clause 7 of Module 3):

- (i) Updates and New releases (clause 7.1 of Module 3): – Contractor to advise  
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 – Contractor to advise
- (iii) Installation (clause 7.4(a)): – Contractor to advise  
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): – Contractor to advise

- (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): – Contractor to advise

- (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): – Contractor to advise

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 – Only to be required if the Contractor's solution includes these development in its Deliverables.**

**Licensed Software** (clause 1.2 of Module 4): - Contractor to advise

- (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): - Contractor to advise

- (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): - Contractor to advise

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): - Contractor to advise

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): - To be determined at time of contract

- (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): - Contractor to advise

- (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): - Contractor to advise

- (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 – minimum 12 months
- (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): - Contractor to advise

Specify the Designated Equipment on which the Supported Software is to be installed and/or used

**Contract Period** (clause 2 of Module 5): - Contractor to advise

Specify the period of the Software Support Services – minimum 12 months

**Commencement Date** (clause 2 of Module 5):

Specify the Commencement Date of the Software Support Services – Services Commencement Date

**Additional Services** (clause 3.4 of Module 5): - Contractor to advise

- (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): - To be determined at time of contract

Specify any performance rebates for not meeting Service Levels, or reference any relevant Service Level Agreement provision

**Module 12 – Systems Integration Services****Systems Integration Services** (clause 1.2 of Module 12): To be determined at time of contract

- (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): To be determined at time of contract

Specify the period of the Systems Integration Services

**Commencement Date** (clause 2 of Module 12):

Specify the Commencement Date of the Systems Integration Services – Contract Commencement Date

**Systems Integration Services** (clause 4 of Module 12): To be determined at time of contract

- (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): To be determined at time of contract

Annex or reference the Principal's Statement of Requirements

**Implementation Planning Study** (clause 5 of Module 12): - Contractor to advise

Annex the implementation planning study

**Project Implementation and Payment Plan** (clause 6 of Module 12): - Contractor to advise

Annex or reference the Project Implementation and Payment Plan

**Maintenance of Principal's Materials** (clause 7 of Module 12): To be determined at time of contract

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): - Contractor to advise

Annex or reference the Contract Specifications

**Transition Out Plan** (clause 10 of Module 12): - Contractor to advise

Specify the hourly rate (Time and Materials) for the Contractor to provide a transition out plan

**Transition Out** (clause 11 of Module 12): - Contractor to advise

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**

**Print name****Signature of Witness**

**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**

**Print name****Signature of Director/Secretary**

**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 of .....20..., 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.

**“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.

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 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
<b>Draft 01</b>		

### DOCUMENT DISTRIBUTION

Copy NO	Location	Holder
<b>01</b>		
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<b>07</b>		
<b>08</b>		

### 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.*

<b>Contract No:</b>		
<b>Parties</b>	Principal	
<b>And</b>	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:

- ☐ Hardware Maintenance Services
- ☐ Software Support 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 *6 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
<b>Level 1</b>	<p><b>Principal:</b> Service Level Agreement Manager Name and Contact Details</p> <p><b>Contractor:</b> Service Level Agreement Manager Name and Contact Details</p>
<b>Level 2</b>	<p><b>Principal:</b></p> <p><b>Contractor:</b></p>
<b>Level 3</b>	<p><b>Principal:</b></p> <p><b>Contractor:</b></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

*Specify the transition out or disengagement services required from the Contractor.*



**2.2.6 Technical**

- ☐ Hardware Maintenance Services
- ☐ Software Support 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 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.



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**NSW Procurement - Contracting Services invites this tender for and on behalf of the NSW Government State Contracts Control Board**

## **PART E – SPECIFICATIONS**

**Contract:** NSW Department of Community Services  
Helpline Technology Replacement Project

**RFT Number:** 0702220

**Tender Issue Date:** 29 January 2008

**Closing Date:** 4 March 2008

**Closing Time:** 9:30 am Sydney Time

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# 1. GENERAL

## 1.1 Overview

This Request For Tender ("RFT") covers the following requirements for the Department of Community Services (DoCS) Helpline:

- Replacement of the hardware and software associated with the existing PABX with one which is highly available, resilient and fully supported.
- Replacement of the hardware and software associated with the existing Interactive Voice Response facility (IVR) with one which is highly available, resilient and fully supported.
- Supply and implement the hardware and software associated with a Call Recording functionality which is to be introduced into the DoCS Helpline processes with one which is fully supported.
- Supply and implementation of the hardware and software associated with a call accounting system which will validate carrier bills, report on trunk utilisation and on trends / caller demographics.
- Integrate the above components with each other and with key existing DoCS applications.
- Supply a maintenance contract for the new scope with defined service levels including response times and availability commitments.

## 1.2 Background and Purpose

Management of Information and Communications Technology (ICT) functions at the Department of Community Services (DoCS) Helpline is shared between the ICT Branch within the Corporate Services Directorate and staff on site at the DoCS Helpline.

In its capacity as the Human Services Agencies shared services provider, Businesslink is responsible for the management of DoCS' core ICT infrastructure and for the hosting and support of corporate support systems including SAP Finance and Human Resources. Management of Businesslink IT related service delivery is a function of the ICT Branch.

DoCS has a strategic relationship with NSW Businesslink for the delivery of many of DoCS ICT services including hosting of application systems and provision of the local and wide area network.

The DoCS Helpline was established in December 2000 to provide a 24-hour, 7-days per week single entry point for people wanting to report child protection issues.

In 2006/2007 DoCS received about 150,000 calls through the DoCS Helpline. This translates to 286,000 individual reports (an 80% increase from the 159,000 reports received in 2001/2002).

The DoCS Helpline was established in December 2000 to provide:

- a 24-hour, 7-days per week single entry point for people wanting to report child protection issues,
  - an after-hours crisis team to respond to call-outs.
  - a Domestic Violence Line for telephone counselling, information and referrals for people who are experiencing or have experienced domestic violence.
  - a Foster Care Recruitment Line for those people interested in fostering children.
-

- general enquiries line about community services.

As a single point of entry, the availability of the DoCS Helpline is mission critical to DoCS, and any interruption or failure of the service not only threatens DoCS ability to deliver crucial services; it literally puts lives at risk.

Due to the ageing technology platform and expanding service requirements of the DoCS Helpline, there is an urgent and critical need to replace the underlying technology.

The objectives of the technology replacement project are:

- Maintain the ability to provide crucial services to the community
- Increase capacity and scalability to deal with anticipated growth in call numbers
- To be able to record calls as recommended by the Auditor General's Performance Audit of the DoCS Helpline (June 2005)
- Improve reporting, statistics and coaching facilities, to assist in the continuing improvement of call centre effectiveness
- Improve services to clients

To achieve this, DoCS are seeking to replace the underlying technology and improve functionality. Implementation must be with minimum risk to the DoCS Helpline business and is to give priority to the most pressing functional needs.

### 1.3 Specifications Documentation Structure

This document is divided into the following sections.

Section	Description
Section 1. General	This section provides an overview and information on the current environment.
Section 2. Functional Requirements	This section specifies the features and functionality of the solution. It includes: Voice Switching System, IVR & Speech Recognition, Call Accounting, Call Recording, Reporting and Documentation.
Section 3. Implementation Requirements	This section outlines the implementation considerations and requirements pertaining to how the Respondent is to implement the solution. It includes: Implementation, Integration, Testing, Transition, Decommissioning, Training and Proof of Concept.
Section 4. Maintenance Support Requirements	This section defines the support requirements.
Section 5. Reference Sites.	This section describes the details of the references DoCS requires from the Respondent.
Section 6. DoCS Business processes	This section provides a sample of DoCS business processes to assist Respondents to



	gain a better understanding of DoCS' business.
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## 1.4 DoCS Current Environment

The table below presents a high-level overview of the current technology, its purpose, and describes how each component may be affected by the technology replacement project.

Other hardware and software is used by the call centre staff (for example, rostering systems, and email systems) but they are beyond the scope of this project.

The various components have been colour-coded as follows:

- The outdated and unsupported components that are included in the scope of the RFT for replacement are highlighted in light red,
- The components that will become redundant as a result of implementing the technology replacement project are marked in yellow.
- Products which are shaded green are expected to be retained and integrated into the new platform.

Component	Type	Purpose	Comment
Siemens HiCOMM 350E	PABX	Core Voice Switching system Interconnects to all other Voice systems.	Product listed by Vendor as 'End of Life' (EOL). Not supportable. Reached maximum capacity, can not be expanded for more lines. Maintenance contract covers – best effort for hardware repairs. No further software support is available to resolve new issues (only existing patches). To be replaced.
Intervoice Brite IVR / RVA	Interactive Voice Response System	Integrated in processing most call scenarios. User selection of call destination. Provides criteria for routing decisions. Statistical reporting of choices integrated with reporting system.	Over 6 years old and cannot be readily repaired. Spares or components must be used as the system runs on Windows NT4 SP6 (unsupported). New components cannot be used, as compatible drivers for NT4 are not available. Maintenance contract covers best effort. Development system being rebuilt as hot standby DR system to mitigate extensive delays resulting from failure. Weekly monitoring / reboot required to address buffer overload issue, impacting call routing capability. To be replaced.

Component	Type	Purpose	Comment
TIMS	Phone Control	Call accounting PC for Telco call charging analysis or comparison and Department / extension level reporting.	Equipment and application over 6 years old. Vendor classifies as EOL. No longer supported. Operating on a Pentium 2 PC running Windows 98. To be replaced
Repartee	Voice Mail	Recording of messages left by unanswered or missed callers.	Used by administration staff only, not required by agents PC based system running on Pentium 2 and OS2 operating system – EOL and not supportable. Unreliable and not recommended for use. To be replaced
RACAL	Voice Recorder	Records call conversations in order to provide Case Worker training and reference for legal	System was never commissioned. Now considered obsolete and unusable. To be replaced
Interalia – XMU	Voice Announcement	Multiple voice announcement repository. Inserting specific messages such as call greetings, in queue routing select	Supported, with available spares. Additional capacity can be obtained if required. Unlikely to be required post PABX replacement, as announcement cards are normally incorporated in newer PABX systems.
CC Pulse	Reporting	Real-Time reporting	Used to monitor and report current state. Expected to be replaced by new, improved facilities
Hyperion	Reporting	Statistical Reporting	Will be replaced by new, improved facilities
Genesys V 7.2	Computer Telephony Integration	Provides integration between PABX and other computer based facilities	This is a core component of the DoCS Helpline. The product is current and fully supported. It will be integrated into the new platform.
Oracle RDMS	Database	Used to hold data and statistics	Used to record statistics for every call and every operator state change which is then used by Brio reporting for business intelligence. May be used by new systems for reporting.
Rightfax	e-Fax	Used to capture faxed reports	Does not currently integrate with Siebel environment.
G-Plus adaptor	e-Fax Router		
Genesys 3rd Party Router	e-Fax Router		

Component	Type	Purpose	Comment
BluePumpkin	Witness Impact 360	Workforce Management	

Table 1 – Call Centre Technical Components

#### 1.4.1 DoCS Helpline Technologies

The DoCS PaBX currently supports 4 individual call centres (DoCS Helpline, Domestic Violence (DV) Line, Births Deaths and Marriages and Law Access) across two agencies (DoCS and Attorney General's Department) which are all physically located in the same building. DoCS Helpline and Domestic Violence Line are 24-hour Call Centres with Births Deaths Marriages and Law Access operating normal business hours.

DoCS Helpline is available to the general public and mandated reporters for the reporting of child abuse with Domestic Violence Line also available to the general public for reporting of Domestic Violence.

Both these call centres operate throughout NSW every day of the year. The public calls a single telephone number 132-111 or 13DOCS for DoCS Helpline and 1800 656 463 for Domestic Violence Line from anywhere in NSW.

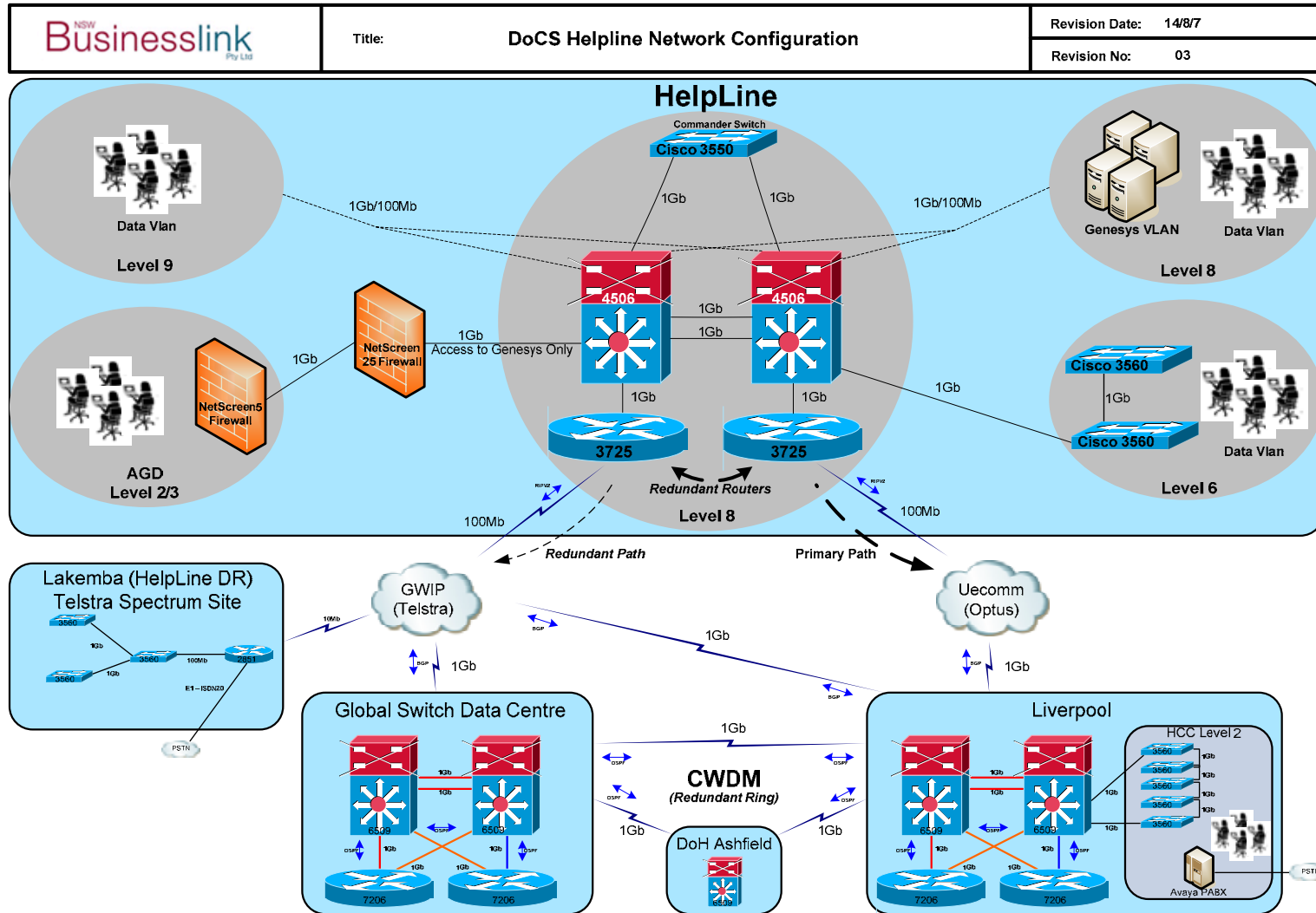
The DoCS Helpline consists of primarily the following technical sub-systems, a Siemens HiCom 350E PABX and ACD and Genesys Version 7.2 Computer Telephony Integration or CTI.

Other components include:

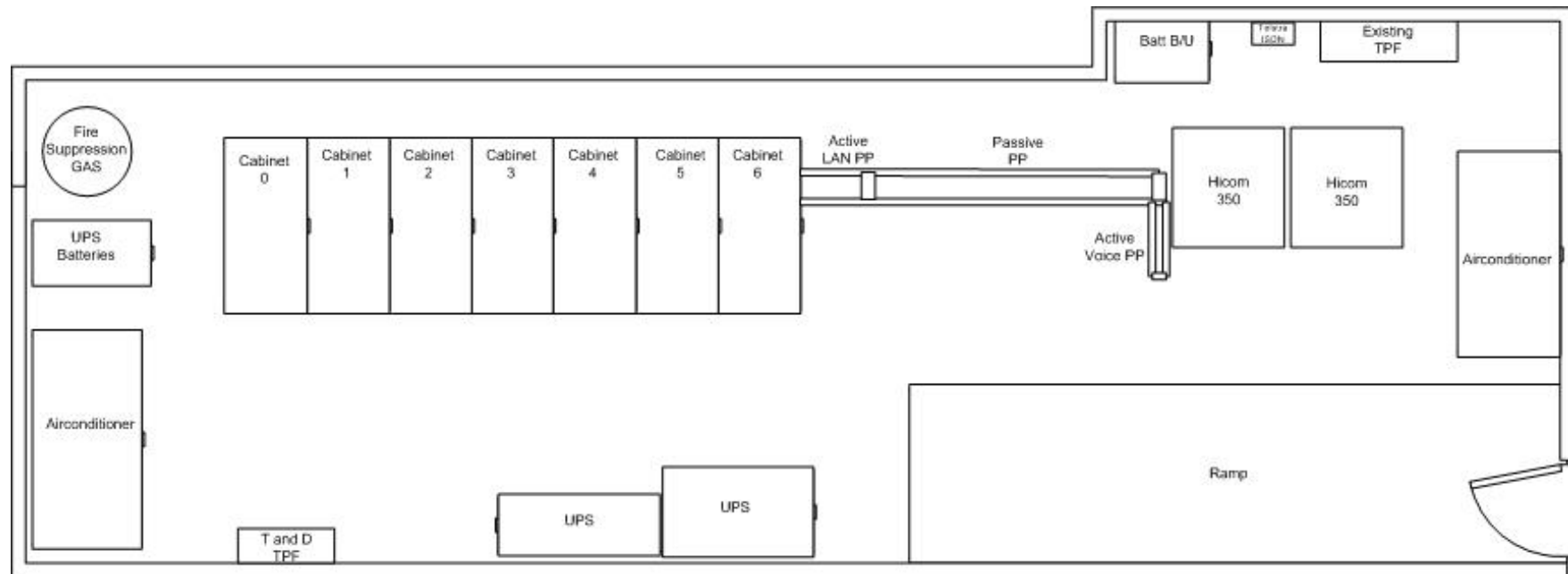
- Trunks: 270 / 9 PRI's
- Call Centre Agents: 252
- Administration / Management ends: 50
- Genesys High Availability (HA) Routing
- Genesys ERS and Call Concentrator, both HA
- Genesys G Plus Adaptor and Genesys 3rd Party Routing for Siebel CRM
- Oracle 9.xi database in which statistics for every call and every agent state change are recorded and used for reporting at a operation management level and to the Minister
- Windows 2003 Server Standard Edition
- Windows 2000 Server
- An Active X based softphone customised for DoCS Helpline use.
- BluePumpkin/ Witness Impact 360 Workforce Management
- Intervoice Brite IVR/RVA
- Interallia XMU (PaBX/IVR attached messaging system)
- RightFax 9.3
- Repartee Voicemail
- MS Outlook 2003 and MS Exchange email
- Brio/Hyperion reporting

- Windows XP SP1 workstations are used by DoCS Helpline's Case Workers's and CSO's. Although DoCS Helpline currently operates as an inbound telephone call centre, it is planned to migrate the facility to a multimedia contact centre where the public may make contact via a web page on the Internet, email, facsimile and other means. All transactions will have the ability to integrate into the DoCS CRM
-

## 1.4.2 DoCS Helpline Network Configuration



## 1.4.3 DoCS Floorplan of computer room



#### 1.4.4 Call Centre call volumes and profiles

Service	Agents	Calls/day	AHT (m)	ACW (m)	Ans SLA
DoCS Helpline	250	CSOs queue (expected range 400 - 650)  Agent queue (expected range 420 – 700, including calls routed from CSOs)	CSO queue 1 - 10 Min in talk time.  Agent queue 5 - 30 Min in talk time. Average is 15 minutes.	20 minute to 1 hour range in wrap up time.  (Total average talk + work = 66 min)	
Domestic Violence	21	Weekdays 100 Weekends 50	1 – 60 min in talk time		
Law Access	58	900	7	1	5
Births Deaths Marriages	40	2000	3.5	0.1	5

#### 1.4.5 Contact Centre Environment

Days / hours of operation	24/7
Critical business hours	7am – 7pm Monday - Friday
Peak call volume per hour	49 - 77 calls per hour at 1000-1100 and 1500-1600
Call type	Inbound mostly with follow up outbound
Hot desking <sup>1</sup>	Required for the call centre components of the DoCS Helpline but not for AGD.

#### 1.4.6 Workstation SOE

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<sup>1</sup> Hot desking involves one desk shared between several people who use the desk at different times

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Operating System	Microsoft Windows XP (SP1)
Processor	Intel Pentium D (2.8 GHz)
RAM	512 MB
Disk	40 GB
Display	1280 x 960 32-bit colour

## 1.5 Solution concepts

The current voice solution implemented in DoCS is on a TDM platform. DoCS is seeking proposals for a hybrid TDM/IP SIP-enabled platform and/or a pure IP SIP-enabled platform. Given the mission critical nature of the DoCS Helpline operation, DoCS's preference is for a hybrid technology (TDM and VoIP) solution to address system reliability in support of its service obligations. However the Respondent may include an alternative proposal for an IP technology platform where the Respondent can demonstrate the reliability of that solution in meeting DoCS's requirements.

As shown in the network diagram in section 1.4.2, an IP only solution would have to operate in a more complex environment which includes a LAN managed by DoCS's external service provider, NSW Businesslink.

### 1.5.1 Hybrid (TDM and VoIP) Solution

A hybrid platform consisting of TDM handsets for all call centre agents and IP handsets for administrative and other functions would integrate into the existing cabling infrastructure more readily than an IP only solution. TDM handsets could use the existing Cat 5 cabling on Levels 8 and 9 and Cat 3 cabling from each floor to the patch frame in the Level 8 Computer Room.

AGD (Law Access and BDM) located on Level 2, are connected via a Cat 3 tie cable to Level 8. Cabling to the desk is via Cat 5 cabling from the floor's Patch Frame.

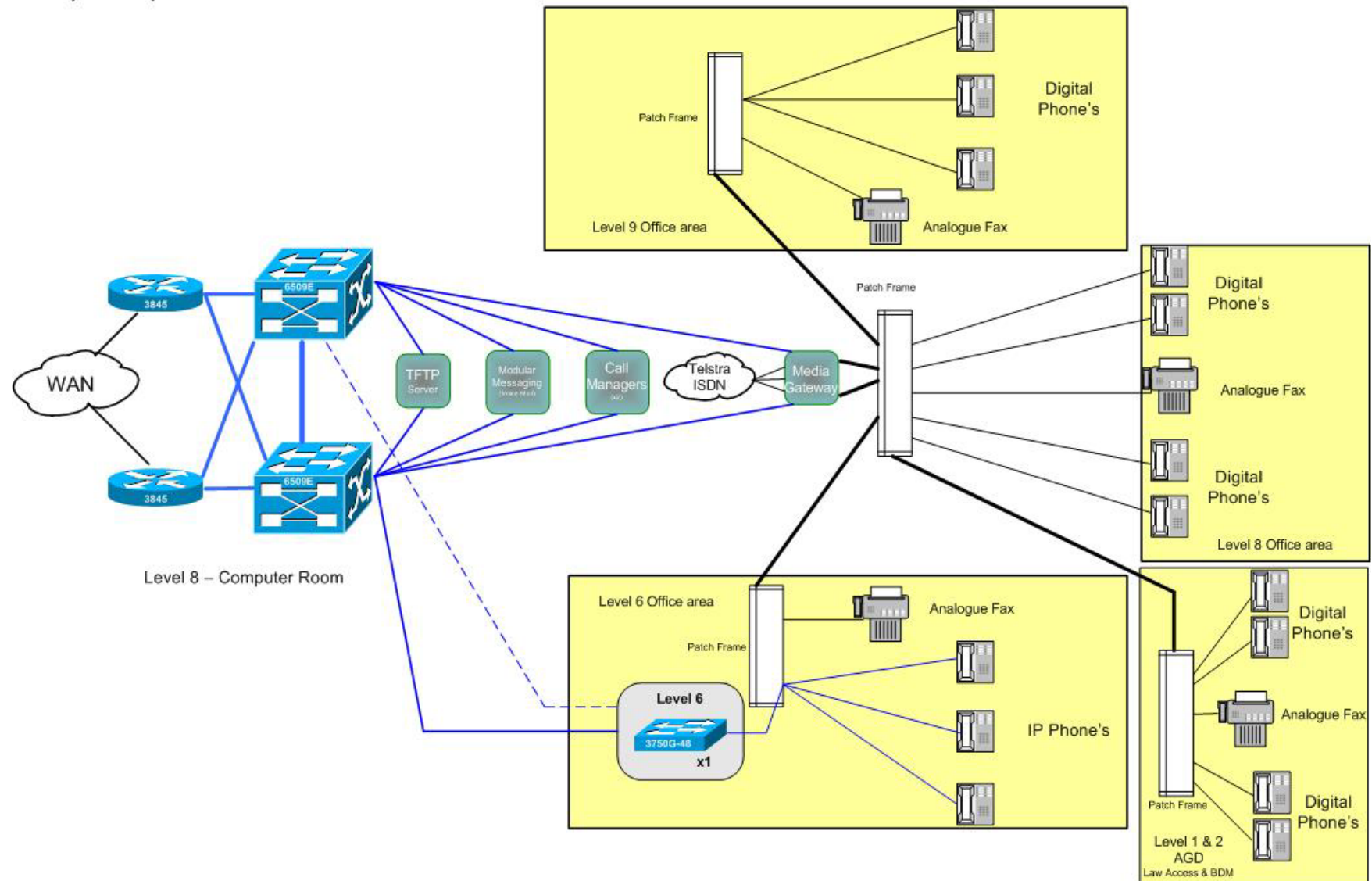
The following diagram represents a conceptual view of how this solution might be configured in the DoCS Helpline environment.



## DoCS – Helpline Voice Topology (Proposed Hybrid)

Last updated : 10.01.2008 Version 0.4  
 Drawn by : Barry Brown

Confidential



### 1.5.2 VoIP Solution

In an IP only solution, all non-analog handsets would be replaced with IP handsets. Two options exist for cabling handsets to the switch infrastructure.

#### Option 1

IP handsets could be integrated on the existing data LAN managed by NSW Businesslink, subject to appropriate Quality of Service (QoS) configuration. The IP handsets would share the same Cat 5 cabling to PCs, but require Power over Ethernet (PoE) switches to be installed on Level 9 for connection to the Level 8 Computer Room.

#### Option 2

IP handsets could be connected to the switches using new, separate LAN cabling, independent of the data LAN managed by Businesslink. This option would provide an increased level of independence for the voice platform and may improve the reliability of the solution.

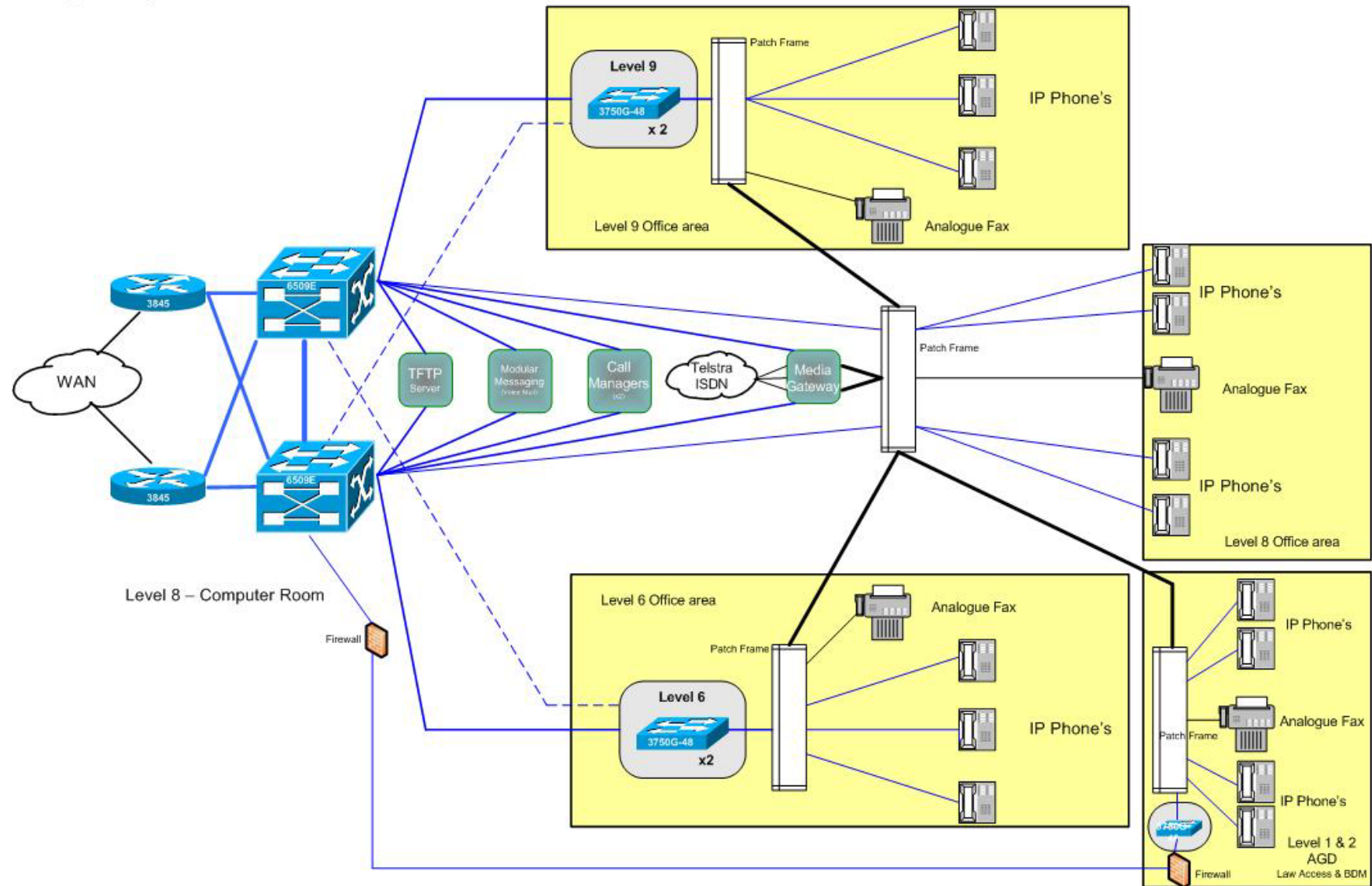
AGD (Law Access and BDM) located on Level 2, are connected via a Cat 3 tie cable to Level 8 for analogue circuits. While IP connections are via a Cat 5 connection passing through isolating Firewall's. Cabling to the desk is via Cat 5 cabling from the floor's Patch Frame.

The following diagram represents a conceptual view of how this solution might be configured in the DoCS Helpline environment.

## DoCS – Helpline Voice Topology (proposed IP)

Last updated : 10.01.2008 Version 0.4  
 Drawn by : Barry Brown

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### 1.5.3 Handset Requirements

The following table shows the breakdown of the handsets required. In a VoIP solution, the TDM handsets become IP handsets.

Level/Org	H/set Type	Type	Qty
<b>AGD BDM Level 1</b>	Exec	TDM	2
	Agent	TDM	40
	Std	TDM	6
	Wall Mt	TDM	1
		Analogue	4
<b>AGD LA Level 2</b>	Exec	TDM	5
	Agent	TDM	58
	Std	TDM	4
	Wall Mt	TDM	0
		Analogue	4
<b>DoCS Helpline Admin / Management / IT Level 6</b>	Exec	IP	15
	Agent	TDM	4
	Std	IP	29
	Wall Mt	IP	1
		Analogue	6
<b>DoCS Helpline / Domestic Violence Line Level 8</b>	Exec	IP	3
	Agent	TDM	73
	Std	IP	3
	Wall Mt	IP	1
		Analogue	4
	Training	TDM	20
<b>DoCS Helpline Level 9</b>	Exec	IP	8
	Agent	TDM	94
	Std	IP	4
	Wall Mt	IP	0
		Analogue	4
<b>Development Environment</b>	Agent	TDM	3
	Std	IP	2
		<b>TOTALS</b>	<b>398</b>

## 2. FUNCTIONAL REQUIREMENTS

DoCS is seeking a fully integrated, turnkey solution comprising voice switching system (aka PABX), Interactive Voice Recognition (IVR) system, Call and Desktop Recording system, and ancillary systems (TIMS, voicemail, etc), as described in the following sections.

Respondents are to describe their solution including an overall architecture that delivers all functionality required as specified in the following sections with the reliability and volumes.

### 2.1 VOICE SWITCHING SYSTEM

DoCS is seeking a solution that encompasses technology proven to deliver the high service level required to support the DoCS Helpline business as well as innovative technology that will pave the path for future enhancements and requirements. The voice switching system needs to be highly configurable and be able to be integrated with associated systems as specified in section 3.2. It should use Industry Standards wherever possible.

DoCS require a voice switching platform that is reliable and provides a 99.99% (53 minutes downtime per annum) available system for the critical DoCS Helpline business. The management and administration departments have a lower availability requirement of 99.8% (4 hours downtime per annum).

The DoCS Helpline has seen significant growth in demand over the past few years and it is expected that will continue in the foreseeable future. While the NSW Government's ICT Strategy, People First, calls for consolidation of government contact centres, it is not anticipated that the DoCS Helpline platform will be required to support the requirements of any additional agencies.

Some possible solution concepts have been depicted in Section 1.5. DoCS is seeking recommendations from Respondents as to the technical solution that may best meet DoCS' requirements. DoCS expects future expansion capability to be in the VoIP/SIP technology.

DoCS requires the following features from the voice switching system:

- a) Malicious Call Tracing<sup>2</sup>;
- b) Night switching;
- c) Announcements for greetings and Hold messages (minimum 8 x 30 second announcements)<sup>3</sup>;
- d) Three way call capability for a minimum of 50% of the total agents;.
- e) A voice mail system which provides a minimum of 30 minutes recording for each administration/management phones. Messages need to be changed quickly and without complex iterations (eg. Network outage). <sup>4</sup>

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<sup>2</sup> Respondents are to provide details on how MCT is to be provided and the call flows and mechanisms associated

<sup>3</sup> This may be provided through other mechanisms as an alternative

<sup>4</sup> Respondents are to provide detail on how this is accomplished.

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Respondents are to describe their solution to meet the requirements described in this section.

### 2.1.1 Technical Requirements

The following technical requirements and inclusions need to be met within the overall design of the switching solution.

#### 2.1.1.1 Connectivity

- Termination of PSTN/ISDN connections (as specified in DoCS Helpline Network Configuration section 1.4.1 )
- Connection will be QSIG (ETSI)
- ISDN connectivity will be ETSI

#### 2.1.1.2 Physical requirements

- Connection of all equipment to the building earth as required by ACMA standards and provide readings of all tests to demonstrate that this is within the acceptable levels,
- Install and test all peripheral equipment supplied by DoCS (but not limited to) eg.music on hold,
- Supply all documentation relevant to the installation.

#### 2.1.1.3 Cabling

The Respondent is to provide and install all internal building cabling required for the technical solution up to 30m either side of the equipment including:

- a) Local Area Network (LAN) cabling;
- b) extension of existing Wide Area Network (WAN) cabling; and
- c) Voice switching system cabling.

Specific attention is to be brought to the issue of separate colours for the patch and related cabling. All patch cables are to be grey in colour including fibre.

Power over Ethernet (PoE) is a requirement for the VoIP component of the solution. Respondents are to provide advice as to the cabling requirements for PoE specifically whether Cat5, Cat5e or Cat6 or any other emerging or later standard is required in order to facilitate PoE.

Respondents are to detail the cabling standards by which all cabling will be performed.

#### 2.1.1.4 Rack Requirements

Racks are to be included as part of the solution. Respondents are to provide the rack and environmental specifications required for the solution to allow DoCS to allocate the space required within the Computer Room as shown in section 1.4.3.

Equipment racks are to be of a high quality, are enclosed with adequate ventilation, have a glass-fronted door and are lockable.

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### 2.1.1.5 Power Requirements

All changes to mains and low voltage power including any additional cabling and switchboard work is to be included as part of the costed solution.

The DoCS computer room has its own standalone generator.

UPS/Battery backup provision requirement is for a minimum four hour runtime if mains power unavailable.

### 2.1.2 Other inclusions

- Telephone handsets as specified in section 1.5.3<sup>5</sup>
- Any adapters required for the headsets to be used with the new handsets<sup>6</sup>
- System backup at 2 hourly intervals;
- Centralised alarms. Respondents are to provide details of how Centralised alarms will function. As part of the solution, an option of a SMS alert mechanism is to be included;
- Remote diagnostics facility;
- CAT/MAT GUI software;
- Softphone capability to extend or replace existing Genesys-based softphone application;
- Voice switching system must have sufficient capacity to double the number of agents in the first year of use to allow for growth.
- If dongles are required, the type of dongle is to be stated particularly with respect to access to USB ports;
- The Respondent is to provide details on the licensing arrangements. Licences are to be concurrent or enterprise based and not linked to any specific user.
- Any necessary network or programming equipment

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<sup>5</sup> Respondents are to provide details of the types of handsets available and what will be required for each of the different types of roles (e.g. Agent, Operator, Supervisor, Management).

<sup>6</sup> Respondents are to supply specifications for adapters to existing Plantronics and Polaris headsets.

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## 2.2 INTERACTIVE VOICE RESPONSE AND SPEECH RECOGNITION

DoCS require an Interactive Voice Response (IVR) and Natural Language Speech Recognition (NLSR) system that is easily configurable and capable of providing a high-level of self-service functionality to DoCS' customers.

The DoCS Helpline aims to continuously improve caller satisfaction by enhancing the self-service channel experience and improving call routing based on intelligent call data gathering during IVR sessions.

DoCS require an IVR platform that is reliable and provides a 99.99% (53 minutes downtime per annum) available system for the critical DoCS Helpline business.

The IVR/NLSR system will be used for first step call routing of all call to the DoCS Helpline contact centre before handoff to the Genesys system.

The main objectives of the new IVR system are to:

- a) Allow callers to speak naturally to queries thus eliminating excessive menu layers and options, with the option of exiting NLSR.
- b) Maintenance of single IVR architecture with business logic maintained separately from the voice infrastructure.
- c) Industry standards architecture including VoiceXML, and Voice over Internet Protocol (VoIP).
- d) Improved reporting capabilities, in support of section 2.5.
- e) Ability for users to perform routine maintenance or make some level of changes without requiring IT resources.

Currently, only the DoCS Helpline has a currently identified requirement for caller classification and prioritisation prior to being answered by an Agent.

Respondents are to describe their solution to meet the requirements described in this section.

### 2.2.1 Technical Requirements

The following features are to be included in the IVR and Speech Recognition functionality.

- The use of Caller Line Identification (CLI) if presented.
  - Support caller prompts by: recorded voice; and text-to-speech.
  - Support caller responses by: DTMF (Automated Call Distribution – ACD); and spoken word; spoken phrase; spoken letter; or spoken number.
  - Spoken responses are to be converted to text. The range of recognised spoken responses may be limited to a dictionary of not less than 500 elements made up of: words; phrases; numbers and letters.
  - It is anticipated that recognition dictionary elements will be populated in text form.
  - The system to recognise responses at different pitches, rates and accents. Recognition accuracy is to be 90% of responses after a self learning period of not more than one month of typical call volumes.
  - The system will have the ability to score the stress level of the caller based on the quality (rather than the content) of their spoken responses.
-



- The system will have the capacity to store at least 5 responses from each caller and pass these to the Genesys system.
  - The system will have the ability to place and queue out-bound calls.
  - The system is to detect caller hang-up and automatically terminate the call.
  - In the event of any single point failure of the IVR/NLSR system: all currently queued calls must continue to be delivered to agents; all new calls are to be placed in a default queue and delivered to agents.
  - Caller classification and prioritisation capability
  - CTI messages exported to Siebel.
  - Ability to for users to perform routine maintenance or make some level of changes without requiring IT resources.
  - Ability to display and print call routing configurations.
  - Within DoCS, staff members include their contact information in LDAP compliant Directory. The speech recognition IVR system is to use the personnel information stored in the LDAP compliant directory as the basis for locating staff, business unit and other contact details for the switchboard.
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## 2.3 CALL ACCOUNTING

Respondents are to provide detailed product briefs with respect to the DoCS Helpline's requirements with reference to their call accounting solution(s) technologies, operating systems, software, licences, capacities and applicable product roadmaps.

### 2.3.1 Telephony Call Accounting

- To provide a platform for telephony call accounting across the DoCS Helpline's key sites. The replacement service is to exceed the current level of service by PhoneControl Version 5.X.
- The DoCS Helpline expects that a call accounting and directory system will have a powerful database with a detailed hierarchical structure. This employee and hierarchy data must be capable of being synchronised with other DoCS Helpline data sources. (e.g. number of levels, number of fields, capacity, flexibility, management, etc.)
- The system must have the ability to provide separate charging and reporting structures.
- The telephony call accounting service is predominantly used in Australia however there may be a future need for some International accounting.

### 2.3.2 Directory Database

- Additional to the current system, the DoCS Helpline requires a new directory service. Whilst this is not a critical component, this is seen as providing a service that will speed up enquiries to the DoCS Helpline.
- This solution will provide to the DoCS Helpline Administration operator an LDAP-compliant lookup capability integrated with one or more of the following directories supported by NSW Businesslink: SAP, Novell eDirectory, Microsoft Active Directory.
- The Directory must support the addition of local information.

### 2.3.3 Data Integration requirements

To meet the objectives of reduced avenues for data maintenance, and increasing consistency in directory information, the DoCS Helpline requires information on the following capability:

- a) Ability to export key directory attributes from the telephony billing and directory system in customisable data formats.
- b) Ability to update the directory system via a user-friendly interface or via system interfaces.
- c) Support for industry standard data formats and interfaces for defining and accessing the directory data store.

### 2.3.4 Security Requirements

- The DoCS Helpline has a robust security environment, and thus the Respondent must expect to encounter integration issues in this area. The proposed product must be able to meet with the DoCS Helpline's information security requirements as
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specified in section 2.4.11 and the Respondents must identify what issues will be envisaged and the applicable indicative cost for mitigation.

- Furthermore the Respondent will, in accordance with the DoCS Helpline security standards and the DoCS Information Security Management and Governance Framework, make allowance to put in place and maintain all commercially reasonable measures to help prevent the DoCS Helpline's data from being read, modified, copied, accessed, replayed, destroyed, or intercepted by unauthorised users while it is being stored and or transmitted.
- As a minimum, the Respondent will ensure:
  - a) Stored information is password protected and passwords are changed monthly, and
  - b) That the system meets the DoCS Helpline's confidentiality, integrity and availability requirements via information security controls, and
  - c) Ensure all appropriate staff are informed on the DoCS Helpline security standards and policies, and
  - d) Will conduct a biannual audit and provide feedback to the DoCS Helpline on its ability to comply with the DoCS Helpline security standards.

#### 2.3.5 Inclusions

- a) Call Accounting
- b) Provision of CDR/SMDR collection, processing and analysis
- c) Carrier bill alignment
- d) Traffic analysis
- e) Directory Services
- f) Ongoing support and upgrades
- g) Training
- h) Databases accessible by other multi-service Web based reporting systems for direct business unit access

#### 2.3.6 Exclusions

- Management or support of actual carrier (Telstra) services

#### 2.3.7 Assumptions

- Any replacement service MUST provide no less than the current service. That is, the services, features and functionality as currently used by the DoCS Helpline, whether identified within these requirements or not, are to be included as part of these requirements.
- The data collection service will be operational 24x7. All costs and charges are rolled up into and included in the applicable service charge. Examples of these are (but not limited to) Training, Adhoc reports, Account & Service management, etc.

## 2.4 CALL RECORDING

Only DoCS has a currently identified requirement for the recording of the audio content of calls and screen capture of data supporting agents during calls.

The requirement for call recording is primarily related to accountability and the policy requirement of the NSW audit office. This is the main priority of the call recording feature. The other priority for call recording is that DoCS plans to use the call recording and screen capturing features for the purposes of skills development and staff training.

The Respondent is to describe their approach to recording and quality monitoring in general terms including the technical solution approach for enterprise-wide access to recordings

### 2.4.1 General Requirements

- All inbound calls to the DoCS Helpline agents are to be recorded, with storage for on-line access to calls for at least a 3 month window. Archive access is acceptable for calls older than 3 months. It is anticipated that access to calls over 12 months old will be required rarely, to support cases before the Coroner. For the purpose of estimating storage requirements the following may be assumed:
    - a) Recorded voice quality must be at least that of the telephony system;
    - b) The average rate of change in an agent's display during a call will be 25% per minute after an initial screen refresh to support a new incoming call;
    - c) Archived calls should be accessible for replay within 24 hours.
  - The call recording system is required to link the sequence of recorded voice and data as a call is transferred from one agent to another.
  - Agents require the capability to tag a call during its capture for easy reference at a later time.
  - Call recordings are to be retrievable using either a tag, or by browsing calls, sorted by date, time, duration and agent
  - The call recording system is required to build a call retrieval list based on a configurable set of quality and coaching parameters.
  - The system is required to restrict read access to recorded calls at the following levels:
    - a) agent's own calls;
    - b) team leader's agent group; and
    - c) the call centre.
  - It is anticipated that erasure privileges will be restricted to the system administrator.
  - All completed calls must be recoverable in the event of any single point failure of the call recording system.
  - No single point of failure of the call recording system is to impact the queuing, delivery or conduct of calls.
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### 2.4.2 Access

- The solution should be capable of expansion to accommodate recording at multiple sites via multiple methods (e.g. TDM, VoIP, trunk side, station side, etc.)
- Describe what applications are supported by the proposed solution. The Respondent is to specify any additional system components that are required to support each application cited that are not part of the proposed solution.
- Describe how the solution is able to provide an optional desktop application to allow agents to initiate and /or terminate recording (ie. Record on Demand). This option is to allow for the addition of data fields to the call record which would then be made available as search criteria for call retrieval.
- There is to be initially the capability to record 300 agent positions simultaneously however a plan to scale up in accordance with evolving business requirements and peak activity periods is required.

### 2.4.3 General Application Requirements

The Respondent is to describe how the following requirements are to be met.

- Licensing is to be on an enterprise wide, concurrent use basis and not based on user ids.
- Real-time monitoring of synchronized voice and screens are to be provided.
- The solution is to allow for automatic login authentication based on the underlying network operating system for ease of use and simplified administration/user management, rather than a separate user login to access the application.
- The application is to provide a flexible “rule editor” to define business rules for recording control, storage management and workflow.
- The Respondent is to list all dependencies between the applications support and recording environments.

### 2.4.4 Interface

The Respondent is to describe how the following requirements are to be met.

- All end user and administrative application functions are to be provided in a unified, web-based interface.
- The solution is to provide each user with a web-based customised, role-based User Interface for all application functionality.
- The web-based user interface is to present users with customisable dashboards.. Dashboards are to include graphical reports, speech analytics results, data mining results, training course status. The Respondent is to show a sample of unified User Interface and dashboards.

### 2.4.5 Playback

The Respondent is to describe how the following requirements are to be met.

- The solution is to be able to provide playback from any LAN/WAN attached workstation with audio delivery via the workstation or a telephone.
- The multi-media playback application is to be similar to the Microsoft media player and support standard playback features including:
  - a) volume control

- b) jump forward
  - c) jump backward
  - d) direct (slider-bar) access to sections of the recording
  - e) call visualization
  - f) call segment tagging and annotation
- In addition, for calls that have been processed by speech analytics, the user is to be able to jump ahead to various points in the call based on words or phrases that have been highlighted by the speech analytics application.
  - Screen playback is to be fully synchronized with the audio, through any jumps or re-positioning of the playback – forward or backward.
  - The solution is to allow the user to re-size the screen playback window and to view it in parallel with the evaluation form. When doing so, the image is to scale smoothly. This is to be applicable regardless of the resolution of the recorded screen or the desktop on which the playback is taking place.
  - The playback application is to provide instantaneous call retrieval for all contacts for the life of the system. No special “archive query” is to be required.
  - The playback application is to impose no restrictions or limitations on the number of users who can simultaneously access a single call record.
  - The solution’s playback application is to allow an authorized user to download the audio and/or screen elements of the contact in a synchronized media file (e.g. AVI). Non-authorized users are to be restricted of this functionality. The Respondent is to explain how security is assured.
  - The solution is to provide a unified view of calls across holds, transfers including calls transferred from one centre to another. Each segment of the recorded call is to be visualized separately but one-click cradle-to-grave playback is to be supported.

#### 2.4.6 Recording Environment

The Respondent is to describe how the following requirements are to be met.

- The solution is to support passive trunk and station side recording including VoIP and TDM.
- Describe the migration strategy for migrating from TDM to VoIP.
- The solution is to provide scalable screen recording that can be selectively turned on by agent basis. The Respondent is to describe any system limitations on screen recording capacity.
- Describe the compression methodology for voice and screen recordings for storage and archival purposes.
- Describe any software requirements for recordings to be played back from a Windows workstation.

#### 2.4.7 Quality Monitoring (QM) Application

The Respondent is to describe how the following requirements are to be met.

- For each recorded contact, the QM solution is to provide access to all segments related to that contact for an end-to-end review, including both audio, and, where relevant, screens.

- The QM solution is to incorporate advanced workflow, including an intelligent inbox so that supervisors / quality specialists and customer retention / customer experience specialists have automated access to the correct contacts without the need to execute search queries.
- It is desirable to have calls automatically routed to the intelligent inbox of an evaluator, based on a quota of evaluations per agent. This will eliminate the need for the DoCS Helpline to prepare evaluation schedules for its evaluators.
- It is desirable to have calls automatically routed to intelligent inboxes of users such as evaluators, quality analysts or business analysts based on the following criteria:
  - a) Date and Time
  - b) Extension
  - c) ANI
  - d) DNIS
  - e) Agent Name/ID
  - f) Call Length
  - g) Call ID (switch or middleware provided)
  - h) User annotated data (e.g. tagged call)
  - i) Line of business, where line of business is determined by the system based on such criteria as DNIS, agent group (Education), Case Worker, Domestic Violence etc.
  - j) Speech analytics category (e.g. calls should be categorized by speech analytics, and then based on the tagged category routed to the intelligent inbox).
  - k) Screen analytics data (e.g. data captured by screen analytics from the agent's desktop environment)
- Users are required to have the ability to search for calls on an ad-hoc basis. Call search criteria is to include items a) through k) listed above.
- The Respondent is to describe how the solution gives contact centre managers tools to distribute or share monitoring workload across supervisors.
- The QM solution is to
  - a) present evaluators with a single unified screen that includes audio and screen capture playback as well as the evaluation form.
  - b) provide flexibility to handle complex question types.
  - c) improve efficiency in filling out forms.
  - d) provide flexibility in scoring.
  - e) make workflow easier.
  - f) provide quality data to supervisors and contact centre managers in a time and manner that is actionable.
  - g) provide real-time agent monitoring.
  - h) provide tools for agent coaching and training.

#### 2.4.8 Analytics

- The solution is to support the automatic categorization of contacts based on spoken
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keywords or phrases. The Respondent is to describe the process by which categories are built, any tools that exist for building categories, and the amount of time that is typically required to build effective categories.

- The solution is to support ad-hoc or “serendipitous” search for contacts based on spoken keywords or phrases.
- The solution is to perform automated root cause analysis to surface key issues impacting contact centre and enterprise performance.
- The Respondent is to describe the dictionary or vocabulary size that the system can perform ad-hoc word or phrase searches on at any one time.
- All analytics capabilities and output is to be fully integrated within the proposed solution and is to be completely accessible from the unified application suite. The Respondent is to describe their approach and any user requirements.
- The solution is to include integrated data mining capabilities that can spot positive and negative correlations between various contact centre metrics and data.
- The solution’s data mining capability is to automatically uncover trends in contact centre performance and suggest root cause of these trends.
- The Respondent is to state whether the analytics solutions is preset or customisable. If the latter, the Respondent is to describe the process of customisation.
- The Respondent is to describe the granularity of user permissions and access rights included in the application.
- Screen Analytics capabilities are to be available to automatically capture and analyse agents’ on-screen actions and data entering. This data is to be correlated with the calls in order to identify trends in contact centre performance. The Respondent is to describe their approach, and detail any integration or user requirements to implement the solution.
- The solution architecture is to enable introduction of future analytic technologies without affecting the system’s behaviour or performance.

#### 2.4.9 User Administration

The Respondent is to describe the following user administration component of the solution:

- administrative functions that are easily accessed from a single, web-based interface.
- a user administration capability that supports flexible organizational hierarchies, so that the structure of users and groups can be matched to the structure of our organization.
- include multiple levels of permissions to allow for the precise control of users’ visibility (i.e. what data users can see).
- include multiple levels of permissions to allow for the precise control of users’ rights (i.e. what users can do.)
- The task of user management is to be able to be distributed according to the DoCS Helpline’s organizational structure.

#### 2.4.10 Platform Requirements

- The solution is to be a LAN/WAN based system with all system communication via standard protocols.



- The platform is to utilize a layered / tiered architecture such that new interfaces, media streams, and applications can be incorporated. The Respondent is to identify the distinct layers within the solution and where those layers live in the physical deployment of the solution.
- The Respondent is to describe the scalability inherent in the platform design to accommodate both initial systems sizing as well as growth.
- The Respondent is to describe the largest implementation of a single instance of the solution.
- The platform is to utilize standard service layer protocols (e.g. Web Services) with no direct communication between user applications and system servers (database, recording devices, etc.). The Respondent is to describe their compliance with this requirement.
- The Respondent is to describe how the platform can be deployed in a centralized model so we can make use of existing technology infrastructure and personnel. The Respondent is to detail where each system component will live when deployed in our environment.
- The Respondent is to identify any proprietary components of the system that cannot be purchased directly by The DoCS Helpline from other sources.
- The solution is to include browser-based applications for playback, evaluation, etc. And user administration, etc.
- The recording solution is to be scalable to support recording for a number of agent positions in any configuration of sites. The Respondent is to describe how the platform scales both up and out.
- The proposed system is to be able to support a number of user/playback workstations. The Respondent is to indicate if additional licensing is required when adding additional users to the system.
- All servers are to utilize commercially available hardware in either turnkey or customer provided hardware configurations.
- The proposed platform is to incorporate a relational database for the management of contact-related data and indices. This database is to be scalable to support millions of on-line records.
- The proposed platform is to include fully autonomous system fault alarming capabilities in addition to providing support for SNMP managed alarming.
- The Respondent is to describe their policy for allowing 3rd party IT applications for server management, antivirus, etc. on the platform.

#### 2.4.11 Security

- The proposed solution is to utilize a services layer (e.g. Web Services) to isolate all end-user applications from direct-access to servers, databases, stored media, etc. at the operating-system level.
  - User authentication is to be fully integrated with Windows Networking. The solution is to provide a single network login, full support for all security policies and devices supported by Windows, etc.). There is to be no requirement for recording-system-specific users and passwords. Any Windows-compatible security software and/or device is to be supported without custom integration.
  - All end-user login, query, and playback activity is to be fully audited. Audit logs are to be in a format that can be easily imported into tools such as Microsoft Excel for
-

analysis.

- The solution is to include an extensive set of access control mechanisms including selectively limiting access to applications and application features (playback, download, evaluation, etc.)
- The solution is to include filters that are settable per user to limit access to contacts based on any contact-related data – e.g. agent, extension, DNIS, ANI, etc.
- The solution is to rely only on industry-standard communication protocols, web servers, storage, etc.
- The solution is to be compatible with firewalls, Network Address Translation, and other IP-network security features.

#### 2.4.12 Storage

- The Respondent is to describe their technology approach regarding storage of recordings.
- The solution is to provide unlimited online, near-online, and offline storage capability in any combination. This capability is to meet our current, as well as future storage needs.
- The DoCS Helpline desires an open storage platform that can provide instant access to any recording with any amount of on-line storage desired. The solution is to leverage any Networked-Attached Storage (NAS) or Storage Area Network (SAN) solution utilized now or in the future.
- Looking towards the future, the solution is to be compatible with any standards based storage technology, including next-generation technologies such as iSCSI, when they become available.
- The proposed solution is to include an automatic archive/backup function that supports archive to any media/device supported by Windows.
- The solution is to utilise industry-standard file-formats (such as WAV or AVI) and codecs (such as G.723.1)
- The solution is to be capable of leveraging hardware and software storage solutions from industry leaders and be capable of utilising any commercial storage subsystem and media type (optical disc, DVD, tape, WORM) with no proprietary storage/archiving solutions.

#### 2.4.13 Upgrades

The Respondent is to provide regular updates to any software or system upgrades and service pack releases. The Respondent is to describe their policy for system upgrades and service pack releases.

## 2.5 REPORTING

The DoCS Helpline requires powerful and flexible reporting software that provides user-friendly self-service report generation and distribution capability (in addition to pre-fabricated and scheduled reports), with the latest advanced functionalities and capabilities. DoCS require the ability to enter in measurements, date ranges, intervals, and timeframes for all reports.

DoCS Helpline currently uses Hyperion/Brio for reporting requirements. The proposal should indicate which reporting tools and technologies are included in the solution.

Reporting requirements are to be a mix of real time and historical. Respondents are to provide detail of all “out of the box” reporting capability and as an option, provide costs for the customisation of the reporting post implementation.

Functionality is required to allow the information that pertains to the calls and their progress to be exported into a CSV (or similar) file to allow further analysis or investigation.

Standard reporting templates are to be included such as:

- a) Activity report by operator/agent;
- b) Operator/agents performance;
- c) Talk, wait & ready times;
- d) Statistics per queue;
- e) Call volume report by type;
- f) Statistics per site (DoCS Helpline and AGD); and
- g) Summary performance against target.

### 2.5.1 Queue Reports

As a subset, the following DoCS Helpline reporting parameters for all queues individually, grouped and total are:

- a) Total Calls Offered/Daily/Weekly/Monthly;
  - b) Total Calls Answered/Daily/Weekly/Monthly;
  - c) Rate of Calls Taken Per Hour/Weekly;
  - d) Total Calls Abandoned/Daily Weekly/Monthly;
  - e) Percentage of Calls Abandoned/Weekly/Monthly;
  - f) Number of Calls Abandoned within 30 seconds/Daily/Weekly/Monthly;
  - g) Number of Calls Abandoned after 30 seconds but within 120 seconds/Daily/Weekly/Monthly;
  - h) Number of Calls Abandoned after 120 seconds/Daily/Weekly/Monthly;
  - i) Percentage & Number of Calls Answered within 30 seconds/Weekly/Monthly;
  - j) Percentage & Number of Calls Answered within 120 seconds/Weekly/Monthly;
  - k) Percentage & Number of Calls Answered after 120 seconds/Weekly/Monthly;
  - l) Average Wait Time of Calls Answered Total/Weekly/Monthly;
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- m) Average Wait Time of Calls Answered – Weekly/Monthly;
- n) Percentage of KPI Achieved/Weekly;
- o) Percentage of KPI Achieved Weekly;
- p) Number of Calls Abandoned during IVR;
- q) Number of Calls Received by Region (or even Base);
- r) Average Talk Time/Weekly;
- s) Average Wrap-up Time/Weekly;
- t) Average Handle Time (Talk Time + Wrap-up Time)/Weekly; and
- u) Number of Calls Wrapped Up/Weekly.

Call Management reports required are:

- a) Total Call Delivered 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;
- b) Total Call Abandoned 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;
- c) Total Number of Calls Answered in 30seconds (SLA1) 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;
- d) Total Number of Calls Answered within 120seconds (SLA2) 15minutes / 30 minutes / Hourly/ Daily / Weekly intervals;
- e) Total Percentage of Calls Meeting SLA1 15minutes / 30 minutes / Hourly/ Daily / Weekly intervals;
- f) Total Percentage of Calls Meeting SLA2 15minutes / 30 minutes / Hourly/ Daily / Weekly Intervals;
- g) Cumulative reports month to date; and
- h) Operationally cumulative daily.

## 2.5.2 Other Reports

- a) provide instant access to key metrics, including “drill down” for additional detail as part of the application.
  - b) include a full set of productivity and quality reports. The Respondent is to provide information about the standard reporting templates.
  - c) include analytic reports, charts to provide operational, quality, and customer-intelligence performance management data in easily visualized presentations.
  - d) provide flexible trending over time reports for different metrics in the contact centre.
  - e) preferably be based on an industry-standard reporting framework.
  - f) support displaying rolled-up information at any level in the organization (e.g. agent, team, group, contact centre, Line of Business, etc.).
  - g) support comparing metrics across different call attributes. Example of call attributes are the Line of Business the call is associated with, or the site / contact centre that took (or placed) the call.
  - h) display reports in graphical as well as textual manner.
  - i) generate reports on-demand or to schedule reports.
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- j) define various destinations to reports, such as e-mail addresses, user's folders, FTP locations, etc. The Respondent is to describe the options the system offers for sending reports and sharing them with other users.
  - k) export reports to various standard formats, such as RTF, PDF, etc. The Respondent is to describe the report formats supported by the system.
  - l) to compare reported metrics to a peer (or reference) agent or group. The Respondent is to describe how this is supported in the system.
  - m) to define filters on reports, such as time, agent, group, DNIS, etc. The Respondent is to describe the filters supported by the system.
  - n) to define the order by which the report is generated (e.g. display lowest-scoring agents). The Respondent is to describe the options the system offers for sorting data.
  - o) to support defining ad-hoc and customized reports by the user. The Respondent is to provide any non-standard, customised reports that are currently required as part of the system delivery. The Respondent is to describe what facilities the system provides for ad-hoc or customized reports. The Respondent is to indicate the technical skills needed for generating ad-hoc or customized reports.
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## 2.6 DOCUMENTATION

Respondents are to detail what documentation will be provided as part of the solution. This is to include all hardware, applications and training documentation.

All documentation is to be written in English and provided in hard-copy and soft-copy formats.

As a minimum, application documentation is to be provided to support the solution, including:

- a) Customer data;
  - b) System design and configuration documentation (including but not limited to, technical architecture diagrams and specifications for all programs, scripts, applications, database tables, and database entity-relationship diagrams)
  - c) Software program documentation, including for all third party products used;
  - d) Systems administration documentation;
  - e) Training documentation;
  - f) User documentation including user guides, cue cards etc.
  - g) Implementation specific documentation is to be delivered in conjunction with the phases of implementation of the solution and is to be included as part of the deliverables for the project management component.
  - h) All work undertaken is to be fully documented to provide a clear and concise audit trail.
  - i) Site specific support handover documentation is to be supplied, clearly documenting:
  - j) All documents necessary to maintain all systems
  - k) Support documentation (eg. Vendor call logging)
  - l) Knowledge base documentation (eg. "How to"s)
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### 3. IMPLEMENTATION REQUIREMENTS

Implementation is broken down into the following aspects:

- 1) Implementation of new solution.
- 2) Systems integration
  - i. New functionality: PABX, IVR, Call Recording, Reporting etc.
  - ii. Integration with existing environment – Genesys, etc.
- 3) Plans and Project Reports
  - i. Project Plan;
  - ii. Test and Acceptance Plan;
  - iii. Risk Plan;
  - iv. Warranty Plan;
  - v. Transition Plan;
  - vi. Training Plan;
  - vii. Business Continuity Plan.

#### 3.1 Implementation

Respondents are to design, implement and commission the new solution across all sites ensuring that the sites link together and is to operate as a single virtual Contact Centre environment. This is to include look ahead routing and load balancing.

DoCS will provide the network to support the solution.

##### 3.1.1 Timings for Implementation

Respondents are to nominate the earliest possible time for the implementation of the replacement of the PABX and associate hardware and software equipment. To this end it is expected that the system shall be operational and commissioned by December 2008 at the latest. This is to be detailed as part of the Project Plan that is contained as part of the requirements to respond to this RFT. A phased approach to implementation is required. Respondents are to detail this in the Project Plan.

The two phases to implementing the new solution are:

- Phase 1 – implement the core system. This will include the main voice switching system, IVR to replicate the current functionality, reporting, call accounting.
- Phase 2 – implement call and desktop recording, IVR (natural speech recognition).

DoCS may choose to not implement Phase 2 or to implement as a separate project. To that end, there is to be no dependency between each phase of implementation.

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### 3.1.2 Requirements from DoCS

Respondents are to detail any requirements that are necessary for the successful implementation of the new solution. This is to include at a minimum:

- a) accommodation requirements;
- b) interface requirements;
- c) power requirements;
- d) HR requirements including project management resources;
- e) cabling requirements not included as part of all the submission;
- f) management requirements;
- g) security requirements; and
- h) quality requirements

The response is to state any and all assumptions made for the successful implementation. Any costs required for incidentals such as travelling and meals, are to be included.

## 3.2 SYSTEMS INTEGRATION

The tender is to include services for the integration and configuration of all systems included in the solution to support the DoCS Helpline business processes documented at section 6.

Respondents must provide the Systems Integration Services to ensure that the solution, including all components and functionality:

- Interact and operate with each other and
- Are installed, operate in conjunction with, integrate with, and are fully compatible with, the existing systems.

The Respondents are to be accountable for the integration and accept the Prime Contractor role and be responsible for all aspects of the project, including any project management and/or liaison with the DoCS Helpline and other vendors. DoCS will play a supportive role.

The Respondent as the Prime Contractor must be responsible for:

- Acquiring, establishing, testing, installing and commissioning the technology refresh within DoCS's existing hardware and network.
  - Configuring, modifying, installing and commissioning all proposed hardware and software including but not limited to, the proposed equipment, any system management.
  - Project management, a project management methodology, a systems development lifecycle including systems design, project resourcing and project plan, including an implementation strategy, as part of the project management methodology.
  - Configuration and establishment of the environment, establishment of appropriate operations, system administration and help desk procedures and scripting.
  - Support for all systems, including technical and applications training, documentation,
-



technical and application support services, and ongoing maintenance and support.

- Planning, testing, training and post implementation support for the proposed solution.
- An implementation strategy including a staged implementation and applications integration.
- Any sub-contractors used.
- Guaranteeing the level of performance as detailed in an SLA to be finalised at contract initiation.
- Liaison with DoCS, sub-contractors and other relevant parties.

Respondents are to describe their proposal for integration services. If the proposed solution is to involve any software development, Respondents are to describe these details including, but not limited to, functionality to be developed, development scope, complexity and required time for development.

### 3.2.1 Carriage Services

The DoCS Helpline currently uses Telstra for the provision of carriage services. To that end, it is highly desirable that Respondents provide details of the interconnection into the public network and what measures are taken to ensure connectivity, quality and management of the services.

### 3.2.2 Genesys

- It is a requirement that the PABX equipment integrates to the DoCS Genesys CTI system Version 7.2. Additionally, the solution is required to integrate into the DoCS ActiveX based software through Genesys.
- Respondents are to provide details on how this will be achieved as part of their implementation plan.

### 3.2.3 Rightfax

- The PABX equipment is to integrate to the DoCS RightFax Server through an analogue interface.
- Respondents are to provide details on how this will be achieved as part of their implementation plan.

### 3.2.4 Siebel CRM

- The DoCS Helpline process is supported by a Siebel CRM system, built on Siebel 7.8. It is DoCS' electronic system for keeping records of its clients. The solution specified in this document requires a Genesys interface to populate a screen on the CRM system with calls to CSOs and Case Workers.
  - The current softphone application uses a Genesys G-Plus Adaptor for Siebel CRM.
  - Respondents are to include cost for the redevelopment or replacement of existing Genesys based soft phone application, including implementation.
  - Respondents are to provide details of prior experience working with integration with
-

Siebel platforms.

- DoCS intends to extend the Genesys Siebel Integration to handle other media types.

### 3.2.5 Remote Capability

The offer should indicate how the proposed solution could be expanded to provide for up to 50 DoCS Helpline agents to operate off the platform from a remote location, including indicative costs for implementation and maintenance.

DoCS may purchase additional products and/or services to implement a further disaster recovery solution in the future.

## 3.3 Plans and Project Management

A Draft Project Plan, Risk Plan and Test and Acceptance Plan are required as part of the submission to ensure either that there is a clear demonstration that the risks are able to be mitigated by the implementing organisation. These are not to be simply template plans but ones that have been populated with information relating to the RFT response.

The Respondent is to provide the following plans following contract signature:

- a) Project Plan;
- b) Test and Acceptance Plan;
- c) Risk Plan;
- d) Warranty Plan;
- e) Transition Plan;
- f) Training Plan;
- g) Business Continuity Plan;

The Project Plan is to include:

- a) Key aspects of the Technical Solution, including design, dimensioning, implementation, testing and commissioning of the Technical Solution;
- b) Detailed schedule;
- c) De-commissioning or reprogramming requirements for existing DoCS equipment;  
and
- d) Details of Training to be provided to DoCS Personnel.

The Test and Acceptance Plan is to describe how the Respondent will test the Technical Solution in preparation for commissioning and Acceptance.

The Risk Plan is to identify the risks that will be part of the project and detail mitigation strategies to allow visibility and management of the specific issues. At the commencement of the project, a Risk Register is to be established for the management of these risks on an ongoing basis.

The Warranty Plan is to set out how the Respondent intends to address warranty issues including the provision of a sixty (60) day defect free period and a twelve (12) month warranty period commencing from the date of Final Acceptance by DoCS. Defects with the meaning of defect free period refers to significant hardware failure or core system software failures.

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The Transition Plan is to include the Respondent's approach to Implementation and Training and Decommissioning and Reprogramming, having regard to the impact on the delivery and continuity of the Business As Usual. This are to be critically linked to the Risk Plan with definitive direction with respect to the mitigation strategies.

Along with normal training arrangements, the Training Plan is to include 'train the trainer' Training for:

- a) Operators;
- b) Agents;
- c) Supervisors;
- d) Workforce Management Staff;
- e) Reporting Staff; and
- f) DoCS Personnel responsible for delivering ongoing support for the Technical Solution.

The Business Continuity Plan is to address the Respondent's approach to ensure the continued operation of the Technical Solution after Acceptance including the hardware and software roadmap.

## 3.4 Testing

### 3.4.1 Test Plan

Respondents are to prepare and submit a draft Test and Acceptance Plan as part of their Response, identifying the proposed test methods, acceptable performance levels and acceptance milestones requiring DoCS authorisation.

#### Testing Inclusions

As part of the testing regime, Respondents are to:

- Identify the minimum acceptable performance levels of the proposed equipment;
- Describe the proposed acceptance testing of the delivered, installed and configured system, including:
  - a) Functional;
  - b) Installation programming;
  - c) Process;
  - d) Performance and scalability;
  - e) Integration;
  - f) Load; and
  - g) Operational.

### 3.4.2 Development and Test Environment

- Respondents are to provide a stand alone Development and Test Environment that replicates the production environment on a small scale and integrates to the existing Genesys CTI Development and Test Environment.
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- Respondents are to perform tests, measurements and development prior to implementing into the production systems.
- The Development and Test equipment is to be certified for calibration by a National Association of Testing Authorities (NATA) registered organisation.
- DoCS will sign-off on the Development and Testing Environment implementation before proceeding to implement the production environment.
- Any equipment or diagnostics programs that are required to perform tests and measurements are to be provided by the vendor.

#### 3.4.3 Change Management

- Respondents are to describe the proposed change management approach to the initial implementation of the DoCS Helpline and to updating the system in the future.
- The Change Management approach is to be in line with a recognised methodology or process.

#### 3.4.4 Defect Free Period

- Respondents are to note that from the date of acceptance, a 60 day period defect free is required prior to final acceptance. Should a defect be detected in this period, the 60 day period will recommence.
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### 3.5 Proof of concept

Short listed Respondents may be requested to build a prototype system or demonstrate a proof of concept at the Respondent's costs to show that the solution satisfies the requirements for DoCS.

Reference sites may be requested for visits by DoCS representatives. See section 5 for further information on reference sites.

### 3.6 Training

Respondents are to provide training for all aspects of the solution's functionality (eg. Switching system, IVR, reporting tool, call accounting), configurations, operations and maintenance.

System training and certification of three DoCS ICT technical staff are to be included as part of the solution. These staff are to be trained to Level 1 Technical Support of the PABX solution.

Respondents are to provide the following details of the training at a minimum:

- a) Training methodology and the levels of training offered,
  - b) Training materials, if any, to be provided,
  - c) Training class sizes to be specified,
  - d) Train-the-trainer training to be offered.
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## 4. MAINTENANCE SUPPORT REQUIREMENTS

The requirements for maintenance support are outlined in this section. Respondents are to provide details of their approach to maintenance given the parameters listed below.

Where support is offered in terms of a specified time over the year, DoCS needs to be able to use the time to suit its needs and not be restricted to a specified number of hours or weeks per month. Other models may be offered however this is the preferred approach.

### 4.1 Levels of Support

It is a highly desirable requirement that the Respondent works with the DoCS technical staff to provide the following levels of support:

- a) First level support basis will usually be undertaken by the DoCS technical staff who are available on a 24x7, including weekends and public holidays.
- b) Second level support basis will usually be undertaken by the DoCS technical staff and/or the Respondent. This will depend on the nature of the problem. The hours of support will be 24x7, including weekends and public holidays.
- c) Third level support basis will be undertaken by the Respondent and/or escalated to the original equipment or system manufacturer or supplier. The hours of support will be 24x7, including weekends and public holidays.

There may be occasions when the Respondent is required to undertake any of these levels. It is highly desirable the offer states any additional costs involved in providing all levels of support.

Respondents are to describe the Service Levels offered.

### 4.2 Incident Management

The Respondent's obligation is the provision of Incident Management for all aspects of the solution, the key objective of which is to ensure that all incidents caused by errors within the DoCS Helpline are recorded, responded to and resolved in accordance with the agreed processes and meet KPIs. The Respondent should describe their approach to Incident Management in their response.

The Respondent is to monitor and respond to all DoCS Helpline related alarms. In responding to the alarms, the Respondent is to determine whether the alarm constitutes an error, and resolve the incident. All alarms not constituting an incident is to be recorded in an electronic alarm log for performance analysis purposes.

During Transition, the Respondent is to finalise:

- the design of an ITIL compliant Incident Management process for approval by DoCS,
- the design, implementation and use of a DoCS approved Incident escalation process that ensures that all incidents are managed through to resolution in accordance with the agreed KPI. The Incident escalation process are to define the escalation timeframe trigger points, based on the assigned Priority to meet KPIs.

### 4.3 Problem Management

The Respondent's obligation is to provide a Problem Management process to minimise the adverse impact of incidents and problems on DoCS' business that are caused by errors within the DoCS Helpline environment, and to prevent recurrence of incidents related to those errors.

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The Respondent should describe their approach to Problem Management in their response.

During transition, the Respondent is to finalise:

- the design of an ITIL compliant Problem Management process for approval by DoCS,
- the design, implementation and use of a DoCS approved Problem escalation process that ensures that all Problems are managed through to resolution to achieve the agreed KPI. The Problem escalation process are to define the escalation timeframe trigger points, based on the assigned Priority to meet KPIs.

#### **4.4 Request Management**

The Respondent's obligation is to provide a structured Request Management Process that is linked to the Change Process. The Respondent should describe their approach to Request Management in their Response.

During Transition, the Respondent is to finalise the design of an ITIL compliant Request Management process for approval by DoCS.

The Respondent is to implement authorisation checkpoints, as required by DoCS, in the Request process.

#### **4.5 Change and Release Management**

The key objective with respect to Change and Release Management is to ensure that structured, ITIL based practices, procedures and scheduling are used for Change and Release, in order to minimise the number and impact of Change and release related Incidents. The Respondent should describe their approach to Change and Release Management in their Response.

The Respondent is to manage the Change and Release processes for:

- a) Software used in the DoCS Helpline Infrastructure;
- b) Hardware used in the DoCS Helpline Infrastructure;
- c) The connection/disconnection of voice related Carrier Services.

During Transition, the Respondent is to finalise:

- the design of an ITIL compliant Change Management process for approval by DoCS,
- the design of an ITIL compliant Release Management process for approval by DoCS

The Respondents Release Management process are to take in to account the DoCS IT&C Release process and show the linkage between the Respondents' proposed Release process and the DoCS process.

Where required by DoCS the Respondent is to analyse and document 'best fit for purpose' technical solutions in the scope of work. The Respondent is to obtain quotes against the scope of work and provide recommendations on the most cost effective solution. Non-standard Change work is to be invoiced separately.

#### **4.6 Service Continuity**

The objective of Service continuity is to ensure that DoCS Helpline can be recovered within required and agreed business timeframes. The Respondent should describe their approach to Service Continuity in their Response.

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During Transition, the Respondent is to finalise the design of an ITIL compliant Service continuity process for approval by DoCS.

## 4.7 Scheduled Maintenance

The Respondent's objective with respect to Scheduled maintenance is to maintain the DoCS Helpline environment in good working order and to reduce Incidents and Problems. All Scheduled maintenance is to be performed outside of DoCS Helpline critical business hours. The Respondent should describe their approach to Scheduled maintenance in their Tender.

During Transition, the Respondent is to finalise the design of an ITIL compliant Scheduled maintenance process for approval by DoCS which addresses the:

- a) Test and adjustment;
- b) Repair;
- c) Removal;
- d) Disassembly;
- e) Cleaning;
- f) Inspection;
- g) Reassembling or replacing; and
- h) Upgrading of the Voice Environment.

The Respondent is to report on completion of Scheduled Maintenance activities against the Scheduled Maintenance Plan. The Respondent is to conduct an annual review of the SMP and propose changes for approval by DoCS. The Respondent is to also propose ad hoc changes to the SMP as a result of ongoing experience.

The Respondents are to perform Scheduled maintenance on the Active infrastructure which includes the implementation of:

- a) OEM software upgrades and patches to current release versions; and
- b) Hardware upgrades to support software version upgrades.

Where the Respondent assesses, as a result of scheduled Maintenance activity, that items of the DoCS Helpline Environment are beyond repair, a proposal for replacement including cost, is to be submitted to DoCS in accordance with the Change process for consideration by DoCS. The Respondent is to not replace DoCS Helpline Equipment without DoCS written consent.

The Scheduled Maintenance Plan is to include a Backup process which:

- a) Schedules backups in accordance with the Backup Plan;
- b) Initiates unscheduled backups as a result of a Change;
- c) Analyses and rectifies failed backups and
- d) Reports backup schedule completion.

## 4.8 Spare Parts

The objective of the spare parts requirement is to ensure that the Respondent holds adequate spare parts to meet the KPIs as well as to make recommendations on spare parts holdings for Client Peripherals. The Respondent should describe their approach to

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spares management in their Tender.

The Respondent is to hold adequate spare parts and consumables to meet KPIs. During transition, the Respondent is to provide distribution proposals to ensure that required spare parts are available when, and where, needed. DoCS will pay for spare parts on a consumption basis. As part of the RFT, the Respondent is to provide DoCS with a proposal for the supply of the DoCS Helpline Infrastructure spares and consumable items.

The Respondent is to provide, on a quarterly basis, a price list of spare parts held to meet DoCS requirement. The Respondent is to provide a monthly report of spare parts usage and the cost of each spare part used.

The Respondent is not required to purchase Client Peripherals. The Respondent is to provide proposals for the forward quarter, for client Peripheral replacement including type, quantity and distribution. DoCS will purchase Client Peripherals based on the proposal.

## **4.9 Warranty Management**

The objective of the warranty management requirement is to ensure that:

- a) Unserviceable equipment is replace under warranty; and
- b) DoCS achieves a value for money outcome.

The Respondent should describe their approach to warranty management in their Response.

The Respondent is to manage manufacturer and/or third party warranty provisions in the DoCS Helpline Solution.

The Respondent is to enter the warranty details of equipment introduced into the DoCS Helpline in CMDB. The warranty details are to include, but not limited to:

- a) Warranty number;
- b) Expiry date and
- c) OEM

The Respondent is to use spare parts to restore the service(s) in order to achieve KPIs. If a warranty claim is declined by the OEM, the Respondent is to notify DoCS and seek approval to invoice the replacement item.

The Respondent is to ensure its personnel comply with manufacturer and/or OEM warranty requirements.

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## **5. REFERENCE SITES**

### **5.1 Customer Lists**

Respondents are to provide a complete list of their current client base noting that DoCS reserves the right to speak with any of the customers on this list

### **5.2 Reference Requirements – Implementation and Project Management**

Respondents are to provide detailed description of three (3) major implementations of a similar size, complexity and integration. Reference sites are to be located in Australia. As part of the description, the following is to be included:

- Type of implementation;
- Levels of integration;
- Issues that were experienced and how they were overcome;
- The various platform and vendors involved; and
- The project management aspects – who was the prime, how many sub Vendors and what were the client challenges (if any).

### **5.3 Reference Requirements – Maintenance**

Respondents are to provide detailed description for three (3) major sites for the provision of maintenance of a similar size. Reference sites are to be located in Australia. As part of the description, the following is to be included:

- The KPIs and SLA's associated with the contract;
  - Level of adherence to these SLAs
  - What penalties are included as part of the contract (if any) for non compliant;
  - If the site is ITIL, how the maintenance has been structured. If not, whether that was a requirement from the client.
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## **6. BUSINESS PROCESSES**

Some business processes for DoCS have been included to allow Respondents to gain an understanding of the requirements of the underlying technology platform from a business perspective.

These process diagrams should be taken as a guideline only and not to represent the exact business processes or workflows used in any of the contact centres described.

## 6.1 DoCS Helpline

The diagram below shows how the IVR system and Genesys interact when a call is received at the Helpline.

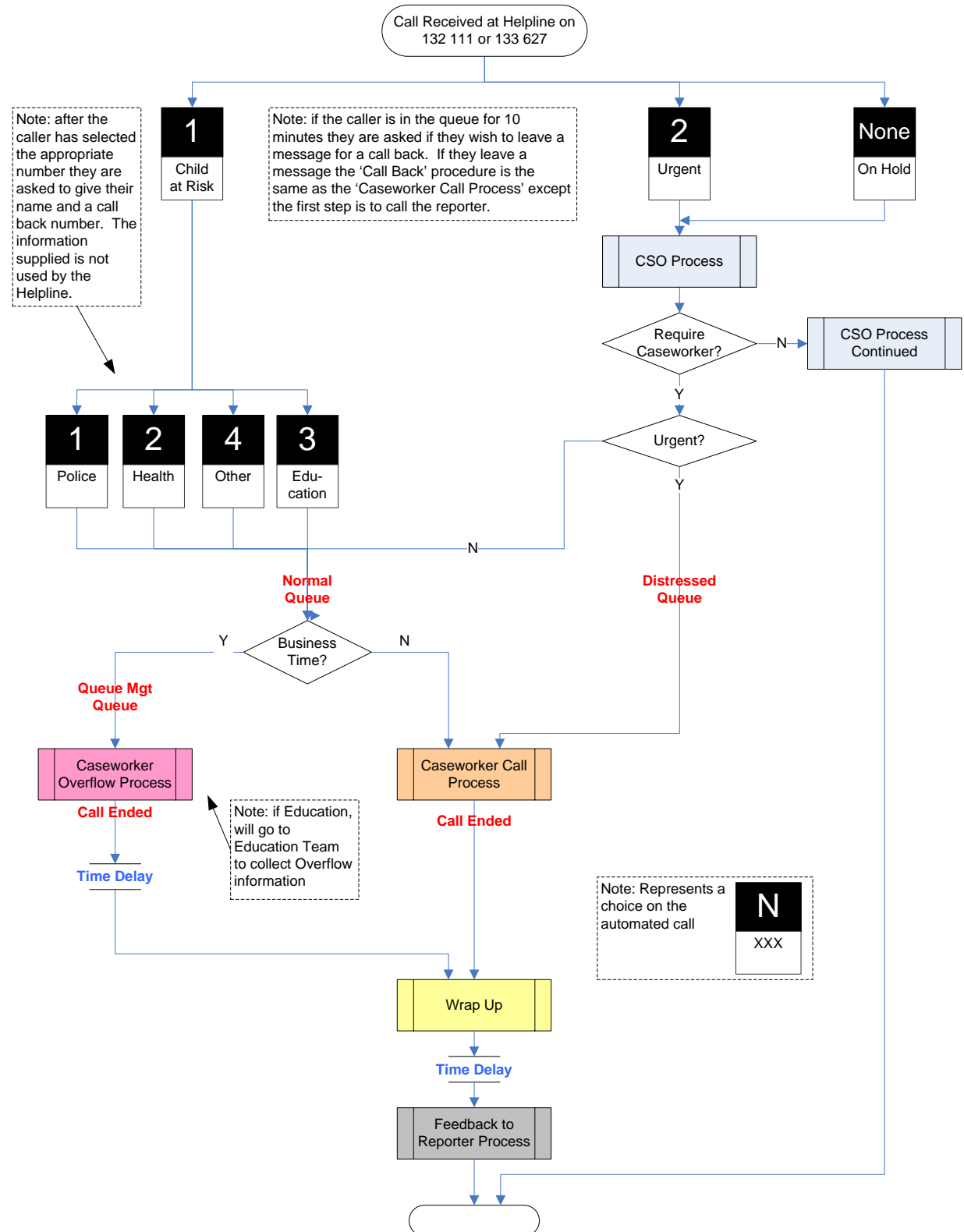


Figure 1 – DoCS Helpline incoming call process

## 6.2 Domestic Violence Line Processes

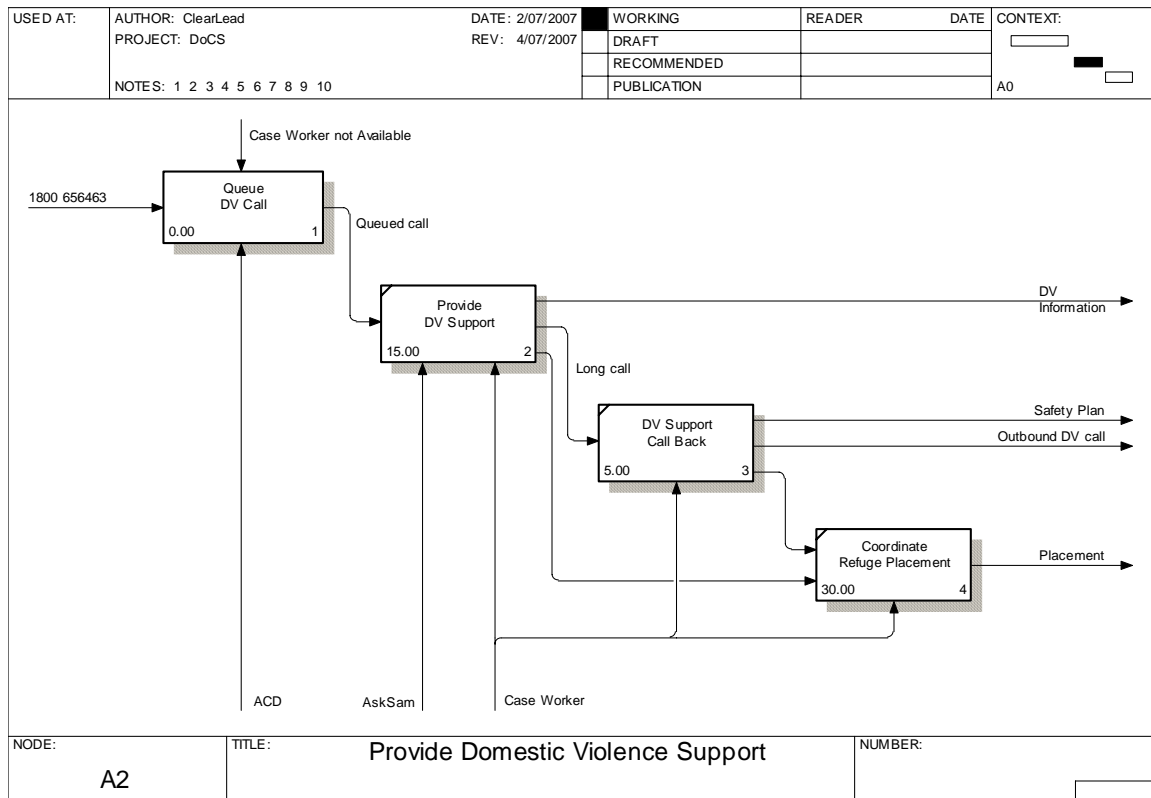


Figure 2 – High Level Domestic Violence Line Call Process

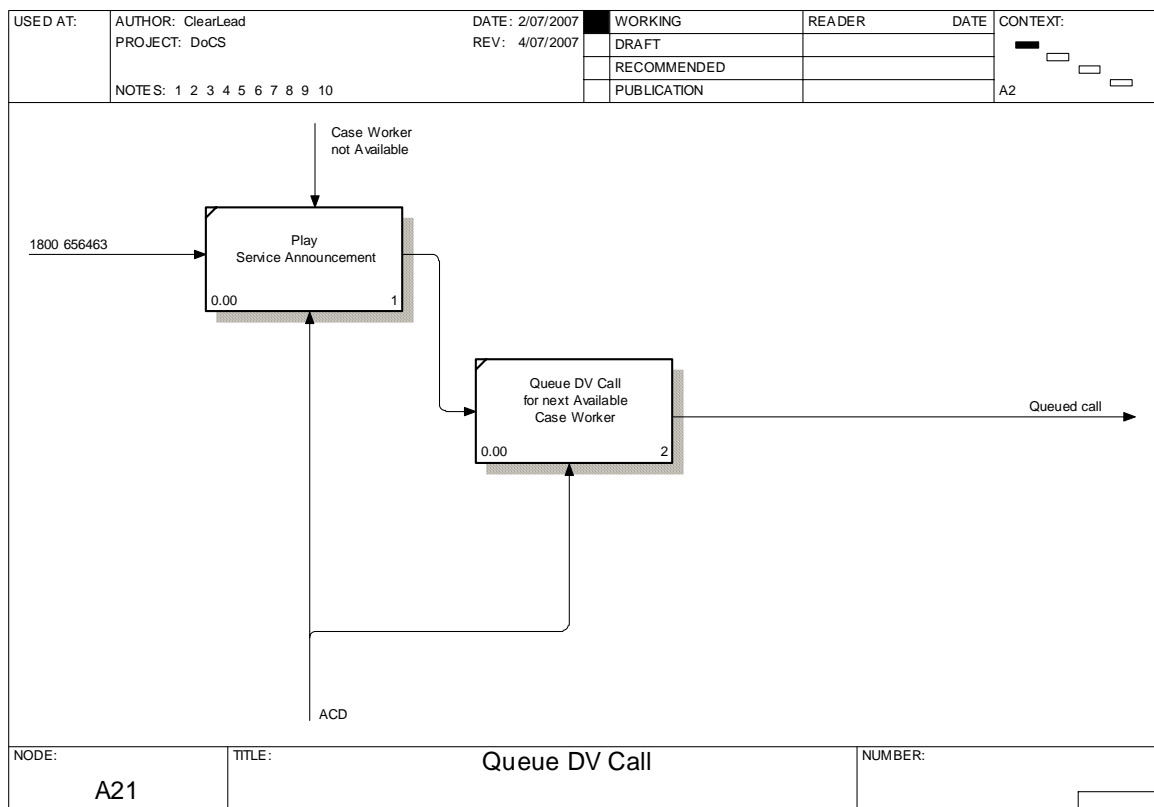


Figure 3 – Queuing for the Domestic Violence Line

## 6.3 AGD Processes

The following diagrams provide the basis for the business processes for the AGD queues and call centre components.

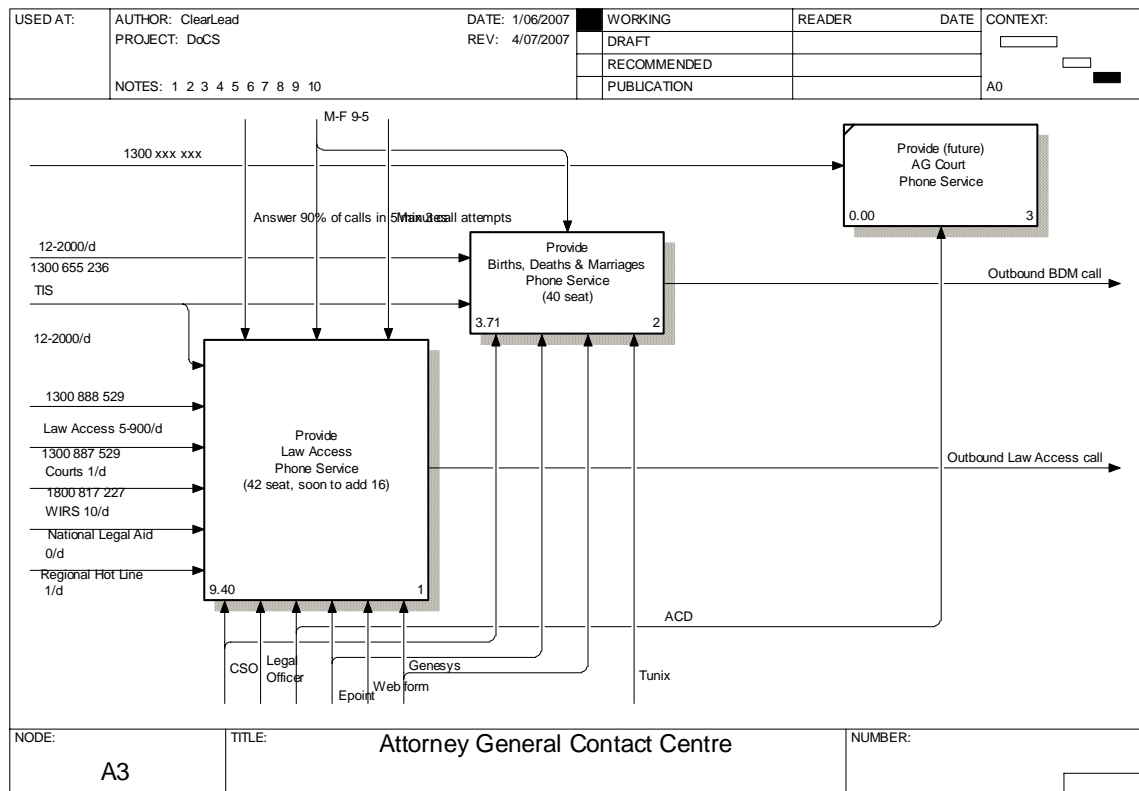


Figure 4 – Attorney General's Contact Centre

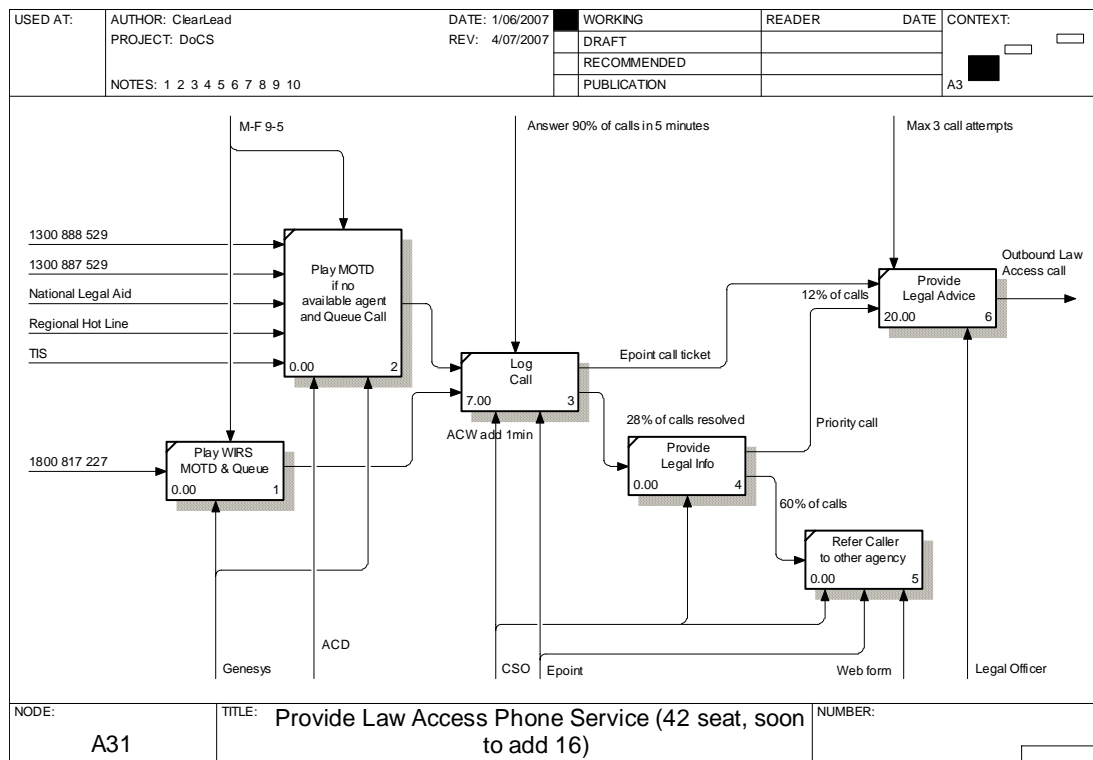


Figure 5 – Provide Law Access Phone Service (58 seat)

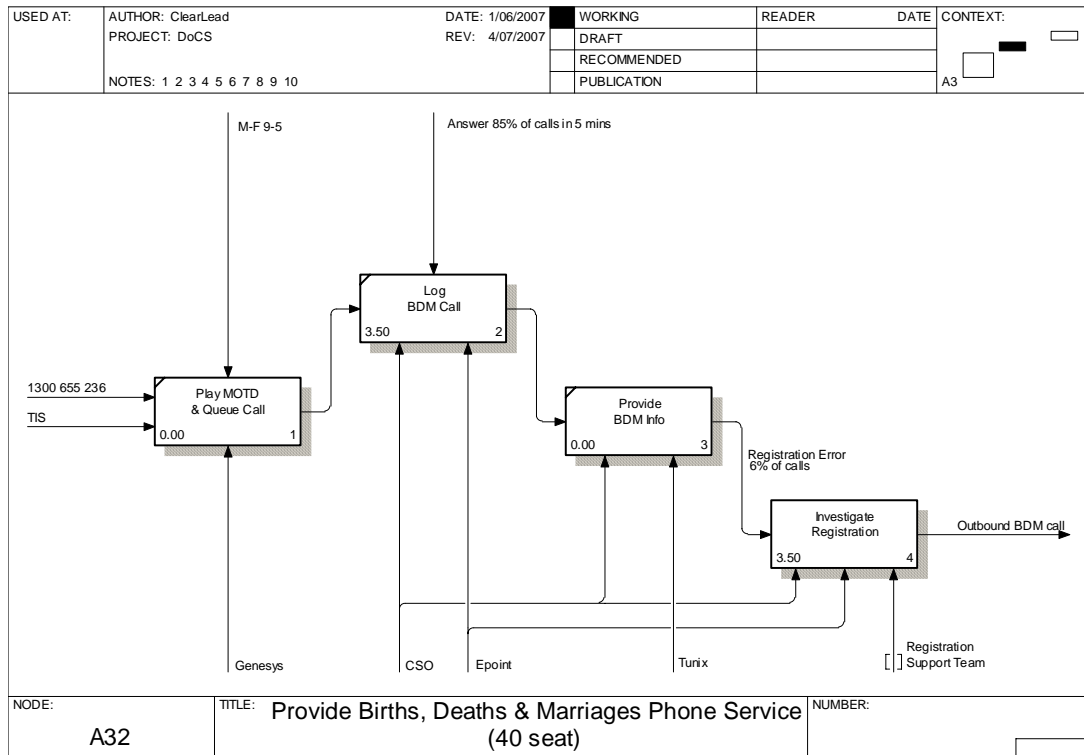


Figure 6 – Provide Births, Deaths &amp; Marriages Phone Service (40 seat)

## ATTACHMENT A – GLOSSARY

TERM	DEFINITION
ACD	Automatic Call Distribution – the system that allows calls to be distributed to the longest waiting agent in a call centre environment.
ACMA	The Australian Communications and Media Authority
AGD	Attorney General's Department
Agent	The person who handles incoming or outgoing calls. Includes DoCS Helpline Customer Service Officer (CSO), DoCS Helpline Case Worker.
ACW	After-Call Work, also called Wrap-up and Post Call Processing (PCP). Work that is necessitated by and immediately follows an inbound transaction. Includes entering data, filling out forms and making outbound calls necessary to complete the transaction.
AHT	Average Handle Time - The sum of Average Talk Time and Average After-Call Work for a specified time period.
ASA	Average Speed of Answer. The average delay of all calls. It is total Delay divided by total number of calls.
ATT	Average Talk Time. The time an agent spends with a caller during a transaction. Includes everything from "hello" to "goodbye."
AVI	Audio Video Interleave - a multimedia container format
BAU	Business As Usual
CAT	Customer Administration Terminal
CDR	Call Detail Recording
CLI	Calling Line Identification
CSO	Community Services Officer
CSV	Comma Separated Variable format and often referred to as a flat file.



TERM	DEFINITION
CTI	Computer Telephony Integration - generic name for the technology automatically relating computers and PABXs via applications such as ACD, power dialling, IVR and other customer facing or staff facing services.
DNIS	Dialled Number Identification Service
DoCS	NSW Department of Community Services
DTMF	Dual-tone multi-frequency
DV	Domestic Violence
DoCS Helpline	The DoCS Contact Centre
ETSI	European Telecommunications Standards Institute
FTP	File Transfer Protocol
GUI	Graphics User Interface
ISDN	Integrated Services Digital Network
ITIL	IT Infrastructure Library
IVR	Interactive Voice Response
KPI	Key Performance Indicator
LAN	Local Area Network
LCD	Liquid Crystal Display
MAT	Maintenance Administration Terminal
MCT	Malicious Call Tracing
PDF	Portable Document Format
PoE	Power over Ethernet

TERM	DEFINITION
PSTN	Public Switched Telephone Network
QSIG	Q signalling (abbreviated QSIG), a protocol for Integrated Services Digital Network (ISDN) communications based on the Q.931 standard.
RFT	Request for Tender
RTF	Rich Text Format
SIP	Session Initiation Protocol
SLA	Service Level Agreement
SMDR	Station Message Detail Recording
SOE	Standard Operating Environment
SQL	Structured Query Language
TBA	To be allocated
TDM	Time Division Multiplexing, a traditional telephony technology
TIMS	Telephone Information Management System
UPS	Uninterruptible Power Supply – battery backup to ensure that the equipment continues working even if there is a power failure.
VoIP	Voice over Internet Protocol
WAN	Wide Area Network
WAV	Waveform Audio Format – an audio file format standard for storing audio on personal computers.
WFM	Workforce Management
WORM	Write Once, Read Many - computer storage media type that can be written to once, but read from multiple times.