
REQUEST FOR PROPOSAL ("RFP")

BY

DEPARTMENT OF STATE GROWTH

FOR

Proposal Description: TASMANIAN FREE PUBLIC WI-FI

RFP Number: 2268

Enquiries about this RFP should be directed to the Contact Officer:

Name: Maria Dalla-Fontana
Telephone: (03) 6165 5120
Email: Maria Dalla-Fontana
Facsimile: (03) 6233 5800
Address: 22 Elizabeth Street, Hobart TAS 7000

Place to lodge Proposal:

Tender Box

Department of State Growth

10 Murray Street HOBART TAS 7000

or

Electronic Tender Box

www.tenders.tas.gov.au

Closing Time:

2pm (Tasmanian time) 11 June 2015

Issue Date:

9 May 2015

Pre-Proposal Briefing

A pre-Proposal briefing session will be held on Thursday 14th May from 10.30am – 11.30am at 22 Elizabeth Street in Hobart, Tasmania. Attendees must register by emailing their contact details to wifi@stategrowth.tas.gov.au by close of business on Wednesday 13th May 2015. On arrival, attendees must go to Reception on Level 1, 22 Elizabeth Street, Hobart.

Contents

Cover Page

Contents Page

- Part One** - Important Information for Respondents
- Part Two** - Conditions of Proposal
- Part Three** - Specification and Required Additional Information
- Part Four** - Conditions of Contract
- Part Five** - Proposal Form

Part One

Important information for Respondents

1 Explanation of the RFP documentation

1.1 Conditions of Proposal

The Conditions of Proposal are the conditions on which the Department will receive and evaluate Proposals. The Department may reject a Proposal that does not comply with all the terms of the RFP.

The Conditions of Proposal also specify the **evaluation criteria** against which Proposals will be evaluated.

1.2 Specification

The Specification provides a comprehensive description of the Department's Requirements.

1.3 Conditions of Contract

The Conditions of Contract contain the terms of the contract which the successful Respondent must sign. It may be varied only by agreement between the Respondent and the Department during the Proposal evaluation and negotiation process.

A contract to supply the Department's Requirements is not formed until counterparts of the Conditions of Contract have been signed and exchanged between the Department and the Respondent.

1.4 Proposal Form

The Proposal Form is a required form which **must** be returned as part of the Proposal. A Proposal is likely to be rejected if this Form is not used. A Proposal must contain all the information and details required by this RFP.

2 Pre-Proposal briefing

If a pre-Proposal briefing is to be provided, details are on the Cover Page of this RFP. It is strongly recommended that Respondents attend.

3 Contact Officer for RFP enquiries

During the Proposal period, prospective Respondents may seek clarification of the general or technical areas of this RFP from the Contact Officer. Contact details are provided on the Cover Page of this RFP. Unauthorised communication with other staff may lead to disqualification of the Proposal.

4 Lodging a Proposal

Details for lodgement of Proposals are on the Cover Page of this RFP and in clauses 13, 14 and 15 of the Conditions of Proposal.

Prospective Respondents should note that one permitted method of lodgement is electronic lodgement into the specified Electronic Tender Box. Details for electronic lodgement are in clauses 14 and 15 of the Conditions of Proposal.

By lodging a Proposal, a Respondent may become bound by the Conditions of Proposal and in particular, clauses 3, 4, 5, 11, 12, 13, 14, 18 and 19.

5 Assistance to prepare a Proposal

Information on preparing a Proposal is available on the Tasmanian Government's Purchasing website at <<www.purchasing.tas.gov.au>> under Winning Government Business.

6 Conditions about the *Professional Standards Act 2005*

6.1 Conditions of Appointment

The Department will only appoint, as successful Respondent, a Respondent who agrees to the following conditions, when relevant.

6.2 No scheme in force

If no scheme in force under the *Professional Standards Act 2005* applies to the Respondent, the Respondent must waive all present and future rights, against the Crown, to claim any limitation of liability provided by a future scheme under that Act, in relation to future legal liability, claims or proceedings arising from, or attributable to, the Respondent delivering the Department's Requirements including a wrongful (including negligent) act or omission.

6.3 Scheme in force

If a scheme applies to the Respondent, the Respondent must obtain an approval under Section 27 of the *Professional Standards Act 2005* for a level of liability not less than the level described in the Specification.

7 Crown policy on confidentiality of information in Government contracts

The Crown is committed to ensuring that Government contracting is conducted in an open and transparent manner. The Crown policy in relation to confidentiality in Government contracts is set out in clause 20.4 of the Conditions of Proposal.

Part Two

Conditions of Proposal

1 Definitions

In this RFP, unless the context precludes it:

“**Closing Time**” means the closing time (Tasmanian time) and date for submitting Proposals shown on the cover page of this RFP or as extended under clause 3.2;

“**Conditions of Contract**” means the Conditions of Contract in Part “Four” of this RFP;

“**Contact Officer**” means the person identified as Contact Officer on the cover page of this RFP;

“**Contractor**” means the Person with whom the Crown enters into a contract to provide the Department’s Requirements;

“**Crown**” means the Crown in Right of Tasmania;

“**Department**” means the Tasmanian Department named on the cover page of this RFP;

“**Department’s Requirements**” means the services described in the Specification;

“**Electronic Tender Box**” means the electronic website for lodging electronic Proposals, on the Tasmanian Government’s Integrated Purchasing Web Site at <www.purchasing.tas.gov.au/tenders>;

“**Electronic Tender System**” means the Tasmanian Government electronic Proposal system, which is available on the Tasmanian Government’s Integrated Purchasing Web Site at <www.purchasing.tas.gov.au/Tenders> for the downloading and submission of Proposal documentation electronically;

“**GST**” means any tax imposed under any GST law and includes GST within the meaning of the GST Act;

“**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) as amended;

“**GST Law**” means the GST law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;

“**Person**” includes a natural person, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency;

"Request for Proposal" or **"RFP"** means this document inviting Respondents to offer to deliver the Department's Requirements by submitting a Proposal;

"RFP Number" means the RFP number shown on the cover page of this RFP;

"Scheme" means a scheme in force under the *Professional Standards Act 2005* for limiting the occupational liability of members of an occupational association;

"Specification" means the Specification in Part "Three" of this RFP;

"System Failure" in relation to Electronic Proposal System means an outage, fault or delay occurring for any reason, including, without limitation:

- (a) technical difficulties with the performance or operation of the Electronic Proposal System or another person's software, equipment or systems; or
- (b) any outages, faults or delays with the Internet or other infrastructure involved in the transmitting of any document associated with this Proposal process;

"Tender Box" means the locked box at the address on the cover page of this RFP exclusively to receive responses to the RFP;

"Proposal" means the documents constituting a Respondent's offer to deliver the Department's Requirements under this RFP;

"Proposal Description" means the Proposal description shown on the cover page of this RFP;

"Respondent" means a Person who offers to deliver the Department's Requirements under this RFP;

2 Rights and obligations

Because the Department is part of the Crown, rights and obligations of the Department under this RFP are to be read and construed as rights and obligations of the Crown.

3 Reservations

3.1 No warranty as to accuracy

The Department does not warrant the accuracy of the content of the RFP and the Department is not liable for any omission from the RFP.

3.2 Right to vary

- (a) The Department may from time to time, by issuing written addenda to the RFP, extend the Closing Time or otherwise add to or vary the RFP.
- (b) Copies of all addenda to the RFP will be sent to each person who has been issued with, or downloaded, the RFP, to the person's contact address provided to the Department.
- (c) All addenda to the RFP become part of the RFP.
- (d) Where an addendum has been issued, the Respondent must include with their Proposal an acknowledgement that the addendum has been received and accounted for in the Proposal.

3.3 Indicative quantities only

Quantities stated in the RFP are indicative only unless specifically stated otherwise. Where quantities are indicative, the Department will be liable to accept only the quantities ordered, subject to contract.

3.4 Rights to cease or suspend

The Department may discontinue or suspend the RFP process.

3.5 No obligation to enter into any binding contract

The RFP is not to be construed as making any express or implied representation, undertaking or commitment by the Department that it will enter into a binding contract with any Person to supply the Department's Requirements.

3.6 Right to reject

The Department may reject a Proposal which does not comply with the terms of the RFP.

3.7 Right to accept all or part of a Proposal

The Department may accept all or part of a Proposal at the price or prices proposed unless the Proposal states specifically to the contrary.

3.8 No obligation to accept any Proposal

The Department is not obliged to accept the lowest priced or any other Proposal.

3.9 No representation is to be binding

No representation made by or on behalf of the Crown about the Proposal or the RFP (or their subject matter) binds the Crown unless it is in writing and is incorporated into the Conditions of Contract or its annexures.

3.10 Incomplete or illegible Electronic Proposal

If a Proposal lodged using the Electronic Proposal System cannot be read, or is corrupted, illegible, inadequate or incomplete because of encryption, transmission, storage or decryption, so that it is impossible to determine whether the essential requirements of the RFP have been met, the Department, in its sole and absolute discretion, may reject the Proposal.

4 Unauthorised communication

The Respondent must direct all communications through the Contact Officer unless he or she directs otherwise. Unauthorised communication with other Department staff may lead to disqualification of the Proposal.

5 Confidentiality

5.1 RFP remains property of the Department

The RFP remains the property of the Department and may be used only to prepare a Proposal.

5.2 Use of RFP is restricted

Except for information available to the public generally (other than by breach of these Conditions), a person receiving the RFP must not publish, disclose or copy any of its content, except to prepare a Proposal.

5.3 Respondent must not disclose information

The Respondent must keep confidential all information provided by the Crown, as part of, or in connection with, the RFP.

5.4 Proposals become property of the Department

All Proposals become the property of the Department, which may reproduce all or any part of a Proposal for Proposal evaluation.

5.5 Department's right to use a Proposal

Despite any confidentiality or intellectual property right of the Respondent in the successful Proposal that gives rise to a binding contract with the Crown:

- (a) the Department may reproduce all or any part of that Proposal in a contract awarded to the Respondent, without reference to the Respondent;
- (b) subject to paragraph (c) of this subclause, either party may publish all or any part of that Proposal that is included in a contract, without reference to the other; and

- (c) neither party may publish any part of that Proposal that the Head of Agency has determined should be confidential, during the period determined by the Head of Agency.

5.6 Confidentiality of Proposal to be preserved

Subject to the previous subclause, the Crown and the Respondent must hold the Proposal in confidence, so far as the law allows, except if:

- (a) the information is available to the public generally, other than by breach of this obligation;
- (b) a law requires a party to file, record or register something that includes information in the Proposal;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to make disclosure to a taxation or fiscal authority;
- (e) it is necessary to provide the information in the Proposal in answer to a question asked of a Minister in the Parliament, or otherwise to comply with a Minister's obligations to Parliament; or
- (f) it is disclosed confidentially to a party's professional advisers:
 - (i) to get professional advice about this Proposal process; or
 - (ii) otherwise to consult such professional advisers.

6 Content and format of Proposal

6.1 Content of Proposal

A Proposal must include all the information requested in the Specification and in other parts of the RFP.

6.2 Mandatory requirements

All items, features and functions specified in the RFP are mandatory requirements unless expressly stated otherwise. If a Proposal does not comply with a mandatory requirement, it may still be considered by the Department, but the Department, in its sole and absolute discretion, may reject it under clause 3.6.

6.3 Format of Proposal

The Respondent must submit the Proposal under cover of the Proposal Form provided in Part "Five" of this RFP. The Proposal Form must be completely filled in, and be accompanied by any other supplemental documents necessary to make the Proposal complete. A Respondent may

reproduce the Proposal Form in an expanded format to provide additional space for response.

6.4 Unnecessary responses

Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective Proposal are neither required nor desired. Elaborate artwork and bindings, expensive visual and other presentation aids are unnecessary.

7 Price

7.1 Currency

All Monetary amounts are to be expressed in Australian Dollars.

7.2 GST exclusive

The Respondent must quote all prices excluding GST. The Conditions of Contract allows for the payment of GST (clause 29).

8 Australian Business Number (ABN)

The Respondent must either provide its Australian Business Number (ABN) or state why the Respondent does not have an ABN. If the Respondent does not register or disclose an ABN, then PAYG Withholding Tax may apply and the Department is required by law to deduct the relevant amount from each contract payment and to remit that amount to the Australian Taxation Office.

9 Compliance

9.1 Implied compliance

The Respondent will be taken to agree or comply with all the Conditions of Proposal, Specification and the Conditions of Contract, unless the Proposal states otherwise.

9.2 Non-compliance

If a Proposal does not fully comply with the Conditions of Proposal, the Specification and Conditions of Contract, the Respondent must include a statement in the Proposal specifying each condition or requirement with which the Respondent does not agree or comply and indicating, for each condition or requirement, whether the offer:

Partially Complies

(This means:

- If a clause imposes a contractual condition, that the condition can only be met subject to certain qualifications. Those qualifications must be stated in full; and

- If a clause specifies a characteristic or performance standard, that the condition can only be met subject to certain conditions. If this is the case, and the Respondent is prepared to make good on the condition, characteristic or performance standard, the Respondent must describe how the non-compliance is to be made good.)

Does Not Comply

(This means:

- That the offer does not meet the complete contractual condition, or characteristic or performance standard of the clause. Full details of the non-compliance must be stated.)

OR IS

Alternative

(This means that the services either:

- (a) do not require the feature; or
- (b) fully comply in a manner different from that described.

In either case a full explanation must be provided.)

9.3 Prominence to statements of non-compliance is required

The Proposal must give prominence to statements of non-compliance (as described in clause 9.2) - it is not sufficient if the statement appears only as part of an attachment to the Proposal, or is included in a general statement of the Respondent's usual operating conditions.

10 Alternative Proposal

10.1 Identification

The Respondent may submit an alternative Proposal if it is clearly identified as an "Alternative Proposal" wherever it fails to comply with the specified requirements.

10.2 Supplementary material to be included

A Respondent who submits a Proposal which meets the Department's Requirements in an alternative and practical manner, taking into account the totality of the requirements, must include any supplementary material, and associated prices, which demonstrates, in detail, that the alternative will fully achieve all the requirements.

10.3 Novel and innovative offers are encouraged

Respondents are encouraged to offer options or solutions that, in a novel or innovative way, contribute to the Department's ability to carry out its business in a more cost-effective manner. These may relate to the

functional, performance and technical aspects of the requirements or to opportunities for more advantageous commercial arrangements.

10.4 No obligation to consider Alternative Proposals

The Department reserves the right either to consider Alternative Proposals on their merits or not to consider them further.

11 Preparation of Proposals

The Department will neither be responsible for, nor pay for, any expense or loss incurred by a Respondent for:

- (a) preparing or lodging a Proposal; or
- (b) providing additional information or clarification during the evaluation of a Proposal.

12 Validity

A Proposal constitutes an irrevocable, unalterable offer by the Respondent to the Crown which must remain valid and open to be accepted for 90 days from the Closing Time of the RFP and may be extended by written agreement.

13 Non-electronic lodgement of a Proposal

13.1 Method of lodgement

A Respondent who elects not to lodge a Proposal using the Electronic Proposal System, must lodge the Proposal as follows.

The original Proposal, marked accordingly, must be placed in an envelope clearly marked with the RFP Number, Closing Time and Respondent's name and address, and be lodged at the address shown on the cover page by either:

- (a) placing it in the Tender Box; or
- (b) posting it so the Department receives it,

before the Closing Time.

13.2 Facsimile

A Proposal submitted by facsimile before the Closing Time will be considered only if an identical Proposal, complying with this RFP, is dispatched on the same day and is delivered to either the Tender Box (by hand), or the Department (by mail), within two Business Days after the Closing Time.

13.3 Implied agreement

By lodging a Proposal in accordance with clauses 13.1 and 13.2 and in consideration of the Department starting to evaluate the Proposal, the Respondent agrees to be bound by these Conditions of Proposal and in particular, clauses 3, 4, 5, 11, 12, 13, 18 and 19.

14 Electronic lodgement of a Proposal

14.1 Method of lodgement

A Respondent who elects to lodge a Proposal using the Electronic Proposal System must lodge the Proposal in the Electronic Tender Box using the Electronic Proposal System before the Closing Time and following the electronic lodgement procedures detailed in these Conditions of Proposal.

14.2 Format

A Respondent lodging a Proposal using the Electronic Proposal System must lodge the Proposal using a format and the naming conventions in clause 15. Failure to comply with the format or the naming conventions may result in the Proposal not uploading successfully or being rejected.

14.3 File size

A single submission of combined file sizes for a Proposal lodged using the Electronic Proposal System must not exceed 5 megabytes (5Mb). If a Proposal exceeds the specified file size limit, the Respondent must either:

- (a) lodge the Proposal in separate parts not exceeding the file size limit, each part to be clearly identified as part of the Proposal; or
- (b) lodge the Proposal as a compressed (zip) file not exceeding the file size limit; or
- (c) lodge the Proposal in accordance with Clause 13.

14.4 Time for completion of lodgement

The relevant page for the Proposal on the Electronic Proposal System will not be accessible after the Closing Time. Lodging a Proposal must, therefore, be completed by that time.

14.5 User problems

If a Respondent has problems using the Electronic Proposal System, the Respondent must notify the Contact Officer of this before the Closing Time. If the Proposal is not successfully lodged using the Electronic Proposal System by the Closing Time then the Proposal will be a Late Proposal and will be accepted, if at all, only under clause 16.

14.6 Meaning of Closing Time

A Respondent using the Electronic Proposal System agrees that, to ascertain the Closing Time, the date and time appearing on the Electronic Proposal System website is the conclusive date and time for the lodgement. If that date and time is inconsistent with the date and time of the Respondent's system, then the former prevails.

14.7 No warranty by Department of unauthorised Internet access

A Respondent using the Electronic Proposal System acknowledges that:

- (a) the Department does not warrant that unauthorised access to information and data transmitted via the Internet will not occur. A Respondent releases the Department and its staff from, and indemnifies them against, all claims that arise because unauthorised access occurs during the transmission of information via the Internet; and
- (b) if the Electronic Proposal System suffers System Failure, the Department does not warrant that it will be possible to successfully upload (i.e. lodge) a Proposal into the Electronic Tender Box.

14.8 Waiver of liability for loss or damage

Lodgement of a Proposal, using the Electronic Proposal System, is at the Respondent's sole risk.

14.9 Viruses, worms and disabling features

A Respondent lodging a Proposal using the Electronic Proposal System acknowledges that it has taken reasonable steps to ensure that the Proposal is free of viruses, worms or other disabling features which may affect Electronic Proposal System. The Department, at its sole and absolute discretion, may reject a Proposal found to contain a virus, worm or other disabling feature.

14.10 Implied agreement

By lodging a Proposal using the Electronic Proposal System and in consideration of the Department starting to evaluate the Proposal, the Respondent agrees to be bound by the Conditions of Proposal and in particular, clauses 3, 4, 5, 11, 12, 14, 18 and 19.

15 Format and naming conventions for electronic lodgements

15.1 Format

A Proposal lodged electronically must be submitted in one of the following formats:

- Rich Text Format (RTF);

- Adobe Acrobat - Portable Document Format (PDF);
- Microsoft Word (DOC);
- Microsoft Excel (XLS); or
- Image Files (JPG, GIFF, TIFF).

It is recommended that the Proposal file/s be compressed into a zip format.

15.2 Conventions

A Proposal lodged electronically must comply with the following naming conventions:

- File names must be in English;
- File names that contain a space, must have an underscore in the space's place (“_”)
- File names must contain the RFP Number, the name of the document and the Respondent's name.

(For example: “A123_Proposal_Submission_ABC_Company.doc” would be a suitable file name.)

16 Late Proposals

16.1 Department may not accept

Late Proposals will not be accepted unless the Contact Officer is satisfied that:

- circumstances beyond the Respondent's control caused the lateness; and
- accepting a late Proposal will not compromise the integrity of the RFP process or provide an unfair advantage to the Respondent lodging the late Proposal.

16.2 Return of late Proposals

A late Proposal that is not accepted will be marked on the envelope with the time and date of receipt, and be returned unopened to the Respondent, if sufficient address details are available.

17 Evaluation of Proposals

17.1 Evaluation criteria

In their Proposal, respondents are required to respond to each individual statement of requirements, including those that are weighted, and those that are mandatory. Only responses that have addressed all criteria will be considered.

The evaluation process will be undertaken against the following evaluation criteria and weightings:

Compliance Criteria

Compliance with:

- Conditions of Proposal
- Conditions of Contract

These criteria will not be point scored. Each Proposal will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of 'No' against any criterion may eliminate the Respondent from further consideration.

Qualitative Criteria

- The extent to which the Respondent demonstrates achievement of all requirements specified in the statement of requirements (see Section Three Specification) for each respective requirement listed.

Mandatory Criteria - These criteria will not be point scored. Each Proposal will be assessed on a Yes/No basis as to whether the criterion has been addressed. An assessment of 'No' against any criterion will eliminate the Respondent from further consideration.

Weighted Criteria - A maximum score for each criterion will be given if the achievement of the criterion is fully compliant, with no risks and weaknesses. The score will be reduced proportionate to the extent of non-conformities, discrepancies, errors, omissions, and risks for the Crown.

The criteria will be weighted against the following areas as follows:

	Requirement	Weighting	Tier 1 Weight	Tier 2 Weight
1	Technology		7%	
1.1	Wireless Network Equipment	Weighted		25%
1.2	Wireless Standards	Weighted		25%
1.3	Connectivity Type	Weighted		25%
1.4	Architecture and Design	Weighted		25%
2	Construction and implementation		25%	
2.1	Site location viability	Weighted		70%
2.2	Infrastructure Access	Weighted		6%
2.3	Experience in providing Whole of Life Support	Weighted		6%

2.4	Network Maintenance	Weighted		6%
2.5	Scalability and Technology Upgrade	Weighted		6%
2.6	Implementation	Weighted		6%
3	Service Management		25%	
3.1	Quality of service	Weighted		40%
3.2	Authentication	Weighted		6%
3.3	Handoff	Mandatory		n/a
3.4	Location and Device Identification	Weighted		6%
3.5	Congestion	Weighted		6%
3.6	Traffic Prioritisation	Weighted		6%
3.7	Reliability	Weighted		6%
3.8	Security and Filtering	Mandatory		n/a
3.9	Privacy and Personal Information Protection	Mandatory		n/a
3.10	Customer support model for services	Weighted		20%
3.11	Data and analytics	Weighted		10%
3.12	Operating hours	Mandatory		n/a
4	Business Model		20%	
4.1	Sustainable business model for services	Weighted		60%
4.2	Subscription levels	Weighted		7.5%
4.3	Pricing structure	Weighted		7.5%
4.4	Billing capability	Mandatory		n/a
4.5	Promotion	Weighted		25%
4.6	Financial model and Tasmanian government contribution	Mandatory		n/a
5	Additional services		10%	
5.1	Information portal	Weighted		60%
5.2	Innovation	Weighted		40%

6	Contract management		10%	
6.1	Contract term	Mandatory		n/a
6.2	Service and Performance Standards	Mandatory		n/a
6.3	Contract Management	Mandatory		n/a
6.4	Quality Assurance	Mandatory		n/a
6.5	Local SME Industry Impact Statement	Weighted		100%
7	General requirements		3%	
7.1	Carriers Licence	Mandatory		n/a
7.2	Spectrum	Mandatory		n/a
7.3	Regulatory and Legal Requirements	Mandatory		n/a
7.4	Health and Safety	Mandatory		n/a
7.5	Industrial Relations, Occupational Health, Welfare and Safety	Mandatory		n/a
7.6	Environmental Management	Mandatory		n/a
7.7	Financial Viability	Mandatory		n/a
7.8	Insurance	Mandatory		n/a
7.9	Experience	Weighted		100%
7.10	References	Mandatory		n/a
7.11	Conflict of Interest	Mandatory		n/a

Value for money

- ‘Value for money’ will be assessed based on the combined outcomes of the assessments of the qualitative criteria and price.

17.2 Additional clarification

During the evaluation process, the Respondent may be required to provide clarification of its Proposal.

17.3 Presentations

The Department reserves the right to invite one or more Respondents to present to the evaluation panel, following the panel’s initial evaluation of Proposals against the selection criteria in section 17.1 above.

18 Right to negotiate

18.1 Variation of Proposal

During the evaluation process, the Department may negotiate with any Respondent to vary their Proposal.

18.2 Department may negotiate with several Respondents

The Department reserves the right to negotiate with several Respondents to settle the commercial terms to form a contract.

Following evaluation of Proposals, the Department may identify a short listing of several preferred providers with whom further negotiations will be undertaken in order to achieve the optimum delivery model.

19 Formation of contract

19.1 Formal agreement required

The successful Respondent must sign a formal agreement containing the terms in the Conditions of Contract supplemented by relevant information, requirements or variations:

- (a) contained in the Specification;
- (b) contained in the successful Proposal;
- (c) arising during the Proposal evaluation; and
- (d) arising out of negotiations after the Proposal evaluation.

19.2 Exchange of signed counterparts required

Subject to clause 13.3 and 14.10 no contractual relationship or other obligation arises between the Department and a Respondent, for the supply of the Department's Requirements, until the Department and the successful Respondent formally exchange signed counterparts of the Conditions of Contract. This clause applies despite any oral or written advice to a Respondent that their Proposal is successful or has been, or will be, accepted.

20 Government procurement policies

The Tasmanian Government has purchasing policies that form part of these Conditions of Proposal.

20.1 Tasmanian and Australian industry development

The Tasmanian Government is committed to enhancing opportunities for Tasmanian industry development.

20.2 Australia and New Zealand Government Procurement Agreement

The Tasmanian Government is a party to the Australia and New Zealand Government Procurement Agreement (“ANZGPA”). It is therefore committed to the application of the ANZGPA principles which ensure that Australian and New Zealand suppliers are given equal consideration and opportunities to supply goods and services to Commonwealth, State and Territory Governments.

20.3 Australia-United States Free Trade Agreement

The Tasmanian Government is a participant in the Government Procurement Chapter of the Australia-United States Free Trade Agreement (AUSFTA). It is therefore committed to the application of the AUSFTA principles which ensure that United States suppliers are treated on a basis which is no less favourable than the most favourable treatment provided to suppliers of goods and services from Tasmania, Australia or New Zealand.

20.4 Crown policy on Confidentiality Provisions in Government contracts

(a) Meaning of certain terms

“**Confidentiality Provision**” means a provision which, if included in a contract to which the Crown is a party, would restrict or prohibit the capacity of any party to that contract to lawfully disclose any term of, or other information in, or concerning the contents of, that contract.

“**Crown Law Officer**” has the meaning in TI 1401;

“**Head of Agency**” means the Head of Agency for the purposes of TI 1401;

“**Responsible Officer**” means an officer within the Department responsible for negotiation of any contract in relation to this RFP;

“**TI 1401**” means Treasurer’s Instruction No. 1401 issued under the *Financial Management and Audit Act 1990* (Tas).

(b) Crown policy

(i) The Crown is committed to ensuring that Government contracting is conducted in an open and transparent manner and that unnecessary Confidentiality Provisions do not fetter scrutiny of contracts. The Crown’s policy on confidentiality provides that in any contract between the Crown and another party, Confidentiality Provisions are not to be included except in limited circumstances approved by a Head of Agency.

(ii) The restriction on Confidentiality Provisions does not apply to:

- (A) pre-contract information which passes between the parties in order to enable the contract to be performed; or
- (B) the services or products that flow from the performance of the contract, including information that is brought into existence pursuant to the contract.

(c) **Application for exemption**

Only a Responsible Officer may apply for the Head of Agency's approval for the inclusion of a Confidentiality Provision in a contract between the Crown and another party. The Responsible Officer will determine the need for an application, having regard to the Department's requirements and any request from the preferred Respondent on a case-by-case basis. Any application for approval to a Head of Agency must be made by the Responsible Officer, and can only be approved by the Head of Agency before the Crown enters into a contract with the successful Respondent.

In accordance with TI 1401, the inclusion of a Confidentiality Provision may be approved by the Head of Agency where:

- (i) another party to the contract requests confidentiality or a Crown Law Officer has certified, in writing, that there are good and sufficient reasons for the Crown to maintain confidentiality;
- (ii) the provisions of the contract sought to be made confidential are specifically identified;
- (iii) the disclosure of the provisions of the contract would cause unreasonable detriment to the Crown or another party to the contract; and
- (iv) confidentiality, in part or in whole, is in the public interest.

If an application for inclusion of Confidentiality Provisions is refused by the Head of Agency, or is granted by the Head of Agency on terms unacceptable to either party, the dissatisfied party may either withdraw from the negotiations and the Proposal process or waive its confidentiality requirements.

(d) **Terms of contract must give effect to decision**

Where inclusion of Confidentiality Provisions is approved by the Head of Agency, the terms of the contract must be drafted to give effect to the decision of the Head of Agency, including any decision on any limit on the period of confidentiality.

21 Debriefing

21.1 Request for debriefing

Unsuccessful Respondents are encouraged to request a debriefing from the Department to discuss the reasons for their non-selection. A Respondent who would like a debriefing should contact the Contact Officer.

21.2 Timing for debriefing

If requested to do so, the Department will provide a debriefing for an unsuccessful Respondent after either:

- (a) a contract has been exchanged for the supply of the Department's Requirements; or
- (b) the Department decides not to award a contract for the supply of the Department's Requirements.

22 Complaints process

A Respondent may lodge a complaint if the Respondent believes the Department's Proposal process has not complied with the Tasmanian Government's procurement policies. Further information on the formal complaints process is available from the Tasmanian Government website at <<www.purchasing.tas.gov.au>>, or may be obtained in hard copy from the Contact Officer.

23 Special conditions

23.1 Provisions about the *Professional Standards Act 2005*

(a) Conditions of appointment

The Department will only appoint, as successful Respondent, a Respondent who agrees to the following conditions, when relevant.

(b) No Scheme in force

If no Scheme applies to the Respondent, the Respondent must waive all present and future rights, against the Crown, to claim any limitation of liability provided by a future Scheme in relation to future legal liability, claims or proceedings arising from, or attributable to, the Respondent delivering the Department's Requirements including a wrongful (including negligent) act or omission.

(c) Scheme in force

If a Scheme applies to the Respondent, the Respondent must obtain an approval under Section 27 of the *Professional Standards Act 2005* for a level of liability not less than the level described in the Specification.

23.2 Other special conditions

Other special conditions applying to this RFP may be attached as an Annexure to the Conditions of Proposal or the Specification.

Part Three

Specification

Tasmanian Free Public Wi-Fi

RFP Number: 2268

1 Background

Locations around the world have implemented public wireless broadband capabilities that allow tourists, residents and other visitors to have easy access to the Internet, improving the location's image, social inclusion and enhancing their overall experience.

In the 'Growing our ICT Industry' Policy the Tasmanian Government committed to providing free public Wi-Fi services targeted at tourists in towns and cities across Tasmania.

The Tasmanian Government is seeking a single operator to build, own, operate and maintain wireless broadband network(s) using Wi-Fi technology for a period of 4 years in approximately 50 locations in town shopping or tourism precincts around Tasmania, in addition to under-served tourism assets which attract a high number of tourists, where cost effective.

The final locations to receive services will be confirmed in contract negotiations with the successful Respondent.

The successful operator will be responsible for managing the quality of the ongoing service to a minimum specified standard. The successful Respondent is required to provide a reliable free service for the public to use, filtered from undesirable content.

Tasmanian Regional Tourism Organisations have been consulted to identify the preferred deployment locations in the four key regions – north, north-west, east and south. Deployment may include establishment of a new service or extension of an existing service. To support the service:

- up to \$500 000 may be paid to assist in implementation and provision of free public Wi-Fi; and
- Respondents are invited to leverage in-kind contributions that *may* be offered by local organisations (such as access to infrastructure and promotional assistance).

It is essential that there will be no ongoing cost to the Tasmanian Government for operation of the network, or liability for infrastructure

beyond any potential initial investment and payment(s) to establish the network infrastructure. Proposals will be assessed on their ongoing commercial viability and a strong preference will be given to those Proposals that require minimal contribution. Commercial models that make it attractive to private tourism/retail operators or similar that enables scale and infill are desirable. It should also be noted that a staged implementation is preferred ahead of full implementation.

The RFP seeks to investigate the viability of supplying innovative wireless broadband solutions that will encourage economic development, tourism and business attraction. In doing so the RFP seeks Proposals from providers interested in working with the Tasmanian Government to make wireless broadband access a reality in urban and regional Tasmania.

2 Statement of Requirements

1. Technology		
1.1	Wireless Network Equipment	<p>The Respondent must provide details of the proposed technology that would be used in its solution clearly addressing the differentiating features of its solution including capability, capacity and planned upgrades over the next 4 years.</p> <p>The service must be based upon Wi-Fi based technology that ensures the widest number of devices supported, and to align with national and international trends.</p> <p>The Respondent must provide details of the wireless network equipment proposed to be deployed to support the network and services outlined. In particular, the space and electricity requirements associated with the equipment must be clearly identified. The Respondent must fully and accurately detail costs associated with the acquisition, installation, provision and maintenance of the proposed network equipment, including adherence to all occupational health and safety requirements and safe work practices.</p> <p>Respondents must identify the coverage that would be available from this equipment, indicating the size of the footprint that would be offered for this service in the preferred locations identified.</p>
1.2	Wireless Standards	<p>The Respondent must clearly identify which wireless standards the service supports. In particular the Respondent should outline which of the IEEE 802.11 family of standards are supported and in which frequencies, and how</p>

		upgrades to emergent standards will be addressed.
1.3	Connectivity Type	<p>The Respondent must provide details of its solution’s capability to support the following types of wireless broadband connectivity:</p> <ul style="list-style-type: none"> • fixed (stationary subscriber at a single location) and • nomadic (stationary subscriber at a variety of locations).
1.4	Architecture and Design	The Respondent must provide a technical architecture of how the network would be deployed addressing backhaul, roaming, standards-based technologies, security standards, and radio interference, congestion and delay minimisation measures.
2. Construction and implementation		
2.1	Site location viability	<p>The network will be comprised of approximately 50 free public wifi services in shopping or tourism precincts around Tasmania, in addition to under-served tourism assets which attract high number of tourists where cost effective</p> <p>Tasmanian Regional Tourism Organisations have been consulted to identify the preferred deployment locations in the four key regions – north, north-west, east and south. Deployment may include establishment of a new service or extension of an existing service.</p> <p>The service is to provide coverage in public spaces in a range of urban, regional and remote locations such as/including but not limited to:</p> <ol style="list-style-type: none"> 1. Freycinet National Park – Freycinet Visitor Information Centre 2. Scamander – Scamander Visitor Information Mushroom 3. Binalong Bay – Binalong Bay lookout 4. St Helens – St Helens Main Street 5. Ironhouse Point – White Sands Estate 6. Apslawn – Devil’s Corner, Sherbourne Road 7. Launceston – Cataract Gorge 8. Launceston – Inveresk Precinct (i.e. QVMAG) 9. Launceston – Seaport Precinct (i.e.

		<p>Peppers Hotel)</p> <ol style="list-style-type: none"> 10. Longford – JJ Bakery, 55 Wellington Street <u>or</u> Junction retail location, corner of Wellington and Marlborough Streets 11. Deloraine – Shopping strip (central Emu Bay Road location along the river) 12. George Town – Opposite Regent Square (i.e. central Macquarie Street) 13. Derby – Tin Dragon Interpretation Centre, Tasman Highway 14. Campbell Town – Town centre shopping strip 15. Beaconsfield – Beaconsfield Heritage Centre, West Street 16. Evandale – Corner of Russell and Scone Street <u>or</u> Falls Park (location of market) 17. King Island – King Island Airport 18. Devonport – Mersey River Precinct (from the mouth of the Mersery to the TT line terminal with an emphasis on the eastern foreshore) 19. Strahan – Strahan Waterfront 20. Cradle Mountain – Cradle Mountain Visitor Centre 21. Stanley – Stanley Main Street 22. Queenstown – Queenstown Railway Station Precinct 23. Burnie – Burnie Makers Precinct 24. Sheffield – Sheffield Mural Park 25. Zeehan – Zeehan Main Street (Heritage Precinct) 26. Waratah – Athenaeum Hall 27. Hobart – Hobart waterfront through to Elizabeth Street 28. Richmond – Location to be defined 29. Kettering – Kettering Ferry Terminal 30. Oatlands – Callington Mill/Main Street 31. Glenorchy – Wilkinson’s Point 32. Sorell – Main Street Visitor Centre and Park 33. New Norfolk – High Street/Willow Court
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		<p>34. Geeveston – Church Street</p> <p>35. Lake St Clair – Lake St Clair Visitor Centre</p> <p>36. Eaglehawk Neck – Blowhole Car Park</p> <p>37. Hobart – Hobart Airport</p> <p>38. Launceston – Launceston Airport</p> <p>39. Devonport – Spirit of Tasmania terminal</p> <p>40. Whitemark – Flinders Island Airport</p> <p>41. Wynyard – Burnie Airport</p> <p>42. Devonport – Devonport Airport</p> <p>43. Port Arthur – Port Arthur Historic Site</p> <p>44. Bridport – Main Street (opposite Village Green)</p> <p>45. Ross – Ross Bakery, Church Street</p> <p>46. Whitemark – IGA Supermarket, Patrick Street</p> <p>47. Latrobe – Station Square</p> <p>48. Currie – Currie Shopping Precinct</p> <p>49. Bothwell – Australasian Golf Museum and Visitor Centre</p> <p>50. Cygnet – Mary Street</p> <p>The Respondent must provide in its Proposal a preliminary assessment of the feasibility and viability of the above locations in the context of its proposed delivery model.</p> <p>For each preferred location Respondents must complete an assessment of the available infrastructure, potential quality of service and potential cost, and indicate which sites are considered viable for delivery within the total budget available.</p> <p>The final locations to receive services will be confirmed in contract negotiations with the successful Respondent.</p> <p>It may be that alternative sites are substituted for sites identified as unviable through the Respondent’s own assessment process.</p> <p>The Tasmanian Government recognises that commercial practicalities and as well as infrastructure and technology limitations may make total coverage of some of the preferred target areas unattainable in the first instance.</p>
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2.2	Infrastructure Access	<p>The Respondent must identify the extent of potential use of government and/or council owned infrastructure required such as buildings and poles. Details such as type of access, space, weight, wind load and power requirements, commercial fees and conditions and any other assumptions used in their proposed solution are to be clearly identified.</p> <p>Respondents must specify infrastructure conditions of access/use, including the Respondent's obligation to make any repairs and required waivers or indemnities with third party infrastructure owners.</p> <p>The Respondent must identify requirements for access to government and/or council owned or controlled telecommunications cabling infrastructure including access to fibres or conduits and pits.</p> <p>The Respondent should note that the Tasmanian Government is willing to facilitate negotiations between asset owners for access to government buildings and street infrastructure for the location of communications equipment, and to government owned or controlled cabling, pit and pipe infrastructure for communications pathways, powered street lighting for mounting and powering of Wi-Fi equipment, as well as other government-owned facilities.</p> <p>However, the Tasmanian Government does not give any warranties, guarantees or undertakings that such infrastructure will be available for any purpose envisaged by the Respondent.</p> <p>The use of infrastructure is subject to compliance with relevant Commonwealth and Tasmanian legislation and regulation.</p>
2.3	Experience in providing Whole of Life Support	<p>The Respondent must provide an outline of its experience in providing the following support services to a similar sized project:</p> <ul style="list-style-type: none"> • warranty and repairs (onsite repair or replacement under warranty); • supply, delivery, and installation; • commissioning and training; and • ongoing maintenance.
2.4	Network Maintenance	<p>The Respondent must provide a network maintenance plan.</p>

2.5	Scalability and Technology Upgrade	The network must be easily scaled and upgraded to support increased coverage, additional users, applications and requirements and that is able to facilitate upgrade paths to meet user demand and growth. The Respondent must detail how its proposed solution meets these needs.
2.6	Implementation	<p>The Respondent must provide an outline implementation time/line Proposal including:</p> <ul style="list-style-type: none"> • Implementation Plan • Transition Out Plan <p>The plans must identify and detail the tasks and responsibilities of the Respondent and, if applicable, the Tasmanian Government and any relevant milestones or other critical dates.</p> <p>It should also be noted that a staged implementation is preferred ahead of full implementation. It is expected that full construction and implementation will be completed within 2 years of commencement of the 4 year project, with Proposals indicating a shorter implementation timeframe to be viewed more favourably.</p>
3. Service Management		
3.1	Quality of Service	<p>The Respondent must identify how its solution can provide a minimum level of quality of service, security and other characteristics for multiple domains over a single physical network.</p> <p>Respondents must provide details of the access speeds and download limits and all other features of the proposed services.</p> <p>At a minimum the service is expected to allow users to send and receive emails, browse the internet and access social media platforms as part of the provision of basic services. Access should not be made available to file sharing services.</p> <p>Wi-Fi services should be filtered from prohibited and undesirable content in line with Tasmanian Government expectations.</p> <p>It is understood service quality is limited to the infrastructure capacity in a particular location.</p>
3.2	Authentication	The Respondent must detail how its solution addresses the registration, authentication and logon process and detail any terms and conditions that are required, in line with Tasmanian Government requirements for a once-only

		<p>authentication process.</p> <p>This should enable the user to automatically reconnect to the network when they enter a Wi-Fi footprint in the same or another location.</p> <p>The Respondent must provide detail of how the service will comply with emerging standards and certifications for authentication such as the Wi-Fi alliance Hotspot 2.0 process.</p>
3.3	Handoff	<p>The Respondent must provide details on handoff capabilities. The network should provide seamless handoff between access points in overlapping coverage areas for data applications at pedestrian speeds. While network capabilities should be maximised, it is not intended that the network is a replacement for mobile voice networks and as such support for voice handoff is not required. Handoff at vehicular speeds is not required.</p>
3.4	Location and Device Identification	<p>The Respondent must provide details of its solution's capability to identify the location where a device comes into contact with the network (for example: to integrate with location-based applications) and identify the connection of a same device over time (for example: to identify usage pattern over time), subject to protection and privacy of personal information.</p>
3.5	Congestion	<p>The Crown notes that a number of the areas that may be covered have seasonal and/or fluctuating demand issues that will significantly increase potential user numbers and result in substantial congestion of the network.</p> <p>It is acknowledged that in some areas the demand on the infrastructure is approaching or exceeding network capacity, particularly in times of seasonal demand.</p> <p>The Crown recognises that the success of the service may well be judged on its performance during such periods.</p> <p>The Respondent must provide details on how such congestion events are to be managed, including its (or their contractual partner(s)) forward plans for infrastructure expansion and upgrade in the next 4 years and/or the potential for temporary capacity increasing facilities.</p>
3.6	Traffic Prioritisation	<p>The Respondent must identify how its solution addresses traffic prioritisation.</p>

3.7	Reliability	<p>The network is expected to mitigate or eliminate single points of failure and ensure high network reliability. The Respondent must detail what reliability targets can be achieved and how this is maintained.</p>
3.8	Security and Filtering	<p>The Respondent must detail how its solution will include appropriate proactive security measures, both physical and logical, to prevent and mitigate risk of attacks and secure over the air transmissions.</p> <p>The network must also include appropriate levels of protection for viruses and other malicious programs. The Respondent must identify the multilayered security capabilities of its solution, including the hardware appliances or methods used to filter and protect users from viruses.</p> <p>The Respondent must also provide details of how its solution will restrict access to undesirable and inappropriate material as well as certain types of traffic generally considered to be bandwidth-intensive and not in the spirit of free public Wi-Fi. It is expected that access will be limited to web pages and social media platforms, with no access to peer to peer and file sharing services. These are to be made in line with Tasmanian Government expectations.</p>
3.9	Privacy and Personal Information Protection	<p>The Respondent must ensure that all customer data held by the Respondent is managed and dealt with fully in accordance and compliance with all relevant state and national privacy and personal information protection legislation.</p> <p>This includes the successful Respondent being responsible for protecting and maintaining the necessary confidentiality and security of personal information and personal or confidential data accessed or conveyed by a customer accessing or utilising the Wi-Fi services, in addition to immediately automatically deleting and permanently destroying all personal information or private material of any customer that does not opt-in (i.e. pre-association) to accessing the Wi-Fi service.</p> <p>The Respondent must submit information on how the privacy policies of its proposed solution address these requirements. The Respondent must also submit information on how the privacy of customer data traversing its network will be maintained and protected.</p>

3.10	Customer support model for services	<p>The service must support the Internet Protocol (IP) with an acceptable level of service provisioning, service assurance, customer network management and customer support that includes as a minimum resolution of connectivity problems and service interruptions/degradation</p> <p>The Respondent should identify the contact and support model that would be available to users of the basic service.</p> <p>This service would offer customer support for connection and service issues.</p>
3.11	Data and analytics	<p>The Respondent must describe the network aggregated statistical information and fields of reporting that will be made available to government, the frequency of reporting and level of interpretation/analysis and any conditions attached to such data.</p>
3.12	Operating Hours	<p>The network must be available and supported 24 hours a day, seven days a week, although operational hours may be variable according to location. The Respondent must specify how its solution meets this requirement.</p>
4. Business model		
4.1	Sustainable business model for services	<p>The Respondent must specify how it will provide free public Wi-Fi access through an articulated sustainable business model.</p> <p>This is to include a free service for the public to use, filtered from undesirable content.</p> <p>The Respondent must clearly articulate the proposed sustainable business model for the delivery of this service, including where appropriate the nature of advertising or other commercial support, access speeds and download limits and any other conditions, restrictions, impact on users, commercial arrangements and assumptions that may underpin its proposed solution.</p> <p>Note that the Tasmanian Government may wish to retain veto rights over sponsorship or advertising deemed inappropriate for a publicly supported service, including the type and frequency at which these ads will be displayed.</p> <p>It is essential that there will be no ongoing cost to the Tasmanian Government for operation of the network, or liability for infrastructure beyond any potential initial investment to establish the</p>

		<p>network infrastructure.</p> <p>Proposals will be assessed on their ongoing commercial viability and a strong preference will be given to those Proposals that</p> <ul style="list-style-type: none"> • require no additional contribution over and above the initial funding indicated; • identify potential partnerships to expand the network. <p>The Respondent is encouraged to submit innovative alternatives and options that would ensure the sustainability of this basic service, such as attracting private tourism/retail operators or similar that enables scale and infill.</p> <p>The Government's aim is to encourage and support investigations of the viability of such models in Tasmania. It is also expected that the service will stimulate greater use of wireless services for a variety of new applications and content services.</p>
4.2	Subscription Levels	The Respondents must clearly identify the assumptions of its sustainable business model, including the expected usage levels by retail, government and wholesale customers to support its business plan.
4.3	Pricing Structure	The Respondent must provide the expected range of subscription and fee-based rates of services to retail users and to wholesale service providers, where these are used to support their business plan.
4.4	Billing Capability	The Respondent must clearly indicate its options for billing any premium services to be offered.
4.5	Promotion	The Respondent must describe how the service will be promoted to users, including signage and marketing. This should include any assumptions in relation to potential monetary and in-kind contributions that may be leverage from local organisations where appropriate.
4.6	Financial Model and Tasmanian Government Contribution	<p>The Respondent must provide a detailed financial model to assist the Tasmanian Government to make informed choices about the value for money of the services offered. The quoted price for the services must be GST inclusive.</p> <p>The Respondent must describe potential monetary and in-kind contributions that may be leveraged from local organisations where appropriate (such</p>

		as access to infrastructure and promotional assistance).
5. Additional services		
5.1	Information portal	<p>The Respondent must outline Proposals for the provision of an information portal that provides location specific information to users.</p> <p>The response must also include potential content management processes and plans.</p> <p>The Respondent must clearly articulate the proposed sustainable business model for the delivery of this service, including where appropriate the nature of advertising or other commercial support, access speeds and download limits and any other conditions, restrictions, impact on users, commercial arrangements and assumptions that may underpin the proposed solution.</p>
5.2	Innovation	<p>The Respondent may provide innovative Proposals for additional services as part of the Proposal that adds value to the specified objectives and outcomes.</p> <p>These may include (but not limited to) activities which involve the use of leading technologies and best practice, and illustrate innovative use of the services, including basic services, location based retail, smart infrastructure, tourism and events.</p>
6. Contract management		
6.1	Contract Term	The Respondent must specify the contract terms under which it will supply access to network and services to individual users. The Crown expects that the services are to be supplied, maintained and supported for a minimum of 4 years from launch.
6.2	Service and Performance Standards	<p>Depending on the model ultimately selected the successful Respondent must meet a range of minimum contract management services levels that will be measured over the term of the contract. These minimum contract management service levels will be developed in conjunction with the successful supplier and will be designed to ensure that the network functions as proposed.</p> <p>The Respondent is invited to propose a range of service and performance standards that it considers critical to the establishment and ongoing operation of a Tasmanian Wi-Fi Network and related Support Services. The Crown reserves</p>

		<p>the right to identify its own service and performance standards and/or source independent expertise in the identification of relevant measures to determine and assess network performance and quality, prior to contract finalisation.</p> <p>Required and agreed service and performance standards that the Contractor must meet will be included in any agreement.</p>
6.3	Contract Management	<p>The successful Respondent will appoint an Account Manager for the Contract and meet with the Crown on a quarterly basis or as required basis during the term of the contract to address as minimum:</p> <ul style="list-style-type: none"> • the performance of the Supplier against the service and performance standards; • resolution of any issues raised by Customers; • resolution of any issues that arise from the quarterly report (format of report will be developed with the successful supplier); • opportunities for continuous improvement; and <p>any other matter deemed relevant by the parties.</p> <p>The Respondent must indicate if the areas identified are acceptable and identify any additional areas that will enable proactive management of the service.</p>
6.4	Quality Assurance	<p>The Respondent must provide an outline of any quality assurance systems in place and provide a copy of any applicable quality certification certificates attained by their organisation.</p>
6.5	Local SME Industry Impact Statement	<p>The Respondent must provide an outline of any proposed sub-contractor (if any) arrangements and a Local SME Industry Impact Statement (template is provided as a separate word document). The evaluation criteria will include assessment of the Local SME Industry Impact Statements provided by all suppliers.</p>
7. General requirements		
7.1	Carriers Licence	<p>The Respondent must</p> <ul style="list-style-type: none"> • Provide evidence that they hold a Carriers Licence as defined by the Australian

		<p>Communications and Media Authority and required under the <i>Telecommunications Act</i>; or</p> <ul style="list-style-type: none"> • Provide evidence that it has a contractual arrangement with a holder of a Carriers Licence; or • Provide details of why either is not required in the context of its proposed delivery model.
7.2	Spectrum	<p>The Respondent must provide details of the use of spectrum (licensed or unlicensed) available to them to deploy the network. The Respondent must meet any and all costs associated with the use of the spectrum proposed, and to meet all legal requirements in the use of the spectrum including human exposure to electromagnetic energy (EME) requirements. The Respondent must detail how its proposed solution addresses the potential interference and congestion associated with the use of unlicensed spectrum, where applicable.</p>
7.3	Regulatory and Legal Requirements	<p>The Respondent must demonstrate at its cost how the service will comply with:</p> <ul style="list-style-type: none"> • all Carrier and/or Carriage Service provider licensing obligations and radio frequency licensing and • relevant legal and regulatory requirements for Internet Service Providers, Carriers and Carriage Service Providers. <p>All relevant requirements for the support of emergency calls, provision of location information to Emergency Service Operators, downloading of prohibited material, and lawful interception must also be addressed.</p>
7.4	Health and Safety	<p>The Respondent must detail its approach to dealing with any relevant health and safety issues arising from the service, including public reaction to electromagnetic energy (EME) impacts on health.</p>
7.5	Industrial Relations/Occupational Health, Welfare and Safety	<p>The Respondent must provide a summary of its industrial relations and Occupational Health Welfare and Safety record over the last 5 years. For example: court or tribunal appearances or industrial action.</p>
7.6	Environmental	<p>The Respondent must provide a summary of its environmental management policy and</p>

	Management	accreditation (if any) and details of any environmental court or tribunal appearances in the last 5 years.
7.7	Financial Viability	The Respondent must provide evidence of its financial viability and ability to meet the financial obligations of the proposed solution.
7.8	Insurance	The Respondent must provide evidence that it meets or is willing to meet the following insurance requirements at a minimum, prior to commencement of contract and during the contract term: <ul style="list-style-type: none"> • Public and Product Liability – \$20,000,000.00 • Professional Indemnity – \$10,000,000.00; and • Worker’s Compensation Insurance.
7.9	Experience	The Respondent must briefly detail its experience in the design, implementation, and operation of large scale Wi-Fi networks and related telecommunications infrastructure and support services.
7.10	References	The Respondent must provide three referees that the Tasmanian Government may contact with regards to the goods or services offered.
7.11	Conflict of Interest	The Respondent must state any interests, relationships or clients which may or do give rise to a conflict of interest and the area of expertise in which that conflict or potential conflict does or may arise; details of any strategy for preventing conflicts of interest.

3 Professional Standards Act 2005

The Crown will require a member of a Scheme to obtain an approval, under Section 27 of the *Professional Standards Act 2005* for a level of liability under the Scheme not lower than \$10 million for loss or damage arising from a single cause of action. The Crown reserves the right to a higher level of liability once it has had the opportunity to review the Proposals. If the Crown then determines that a higher level of liability would be appropriate, a letter of clarification, detailing the requirement, will be issued to all Respondents.

4 Implementation Timetable

Due dates of major milestones will be finalised during contract negotiations. It is expected that construction will occur in a phased process over the four year life of the project, with implementation to be completed within 2 years of commencement.

The contract is anticipated to commence by August 2015, with the contract to expire by 30 July 2019.

5 Information to be provided by the Respondent

- Completed Proposal Form (including Pricing Schedule)
- Statement addressing each of the requirements listed under the Statement of Requirements (Section 2 of this Part Three Specification);

Part Four

Conditions of Contract

Details

Parties	Crown, Contractor	
Crown	Name	The Crown in Right of Tasmania represented by the Department of ("Crown")
	Address	22 Elizabeth Street, Hobart. Tasmania. 7000
	Telephone	1800 030 688
	Fax	(03) 62 33 5860
	Attention	Maria Dalla-Fontana
	Contractor	Name
Incorporated in		
ACN/ABN		
Address		
Telephone		
Fax		
Attention		
Recitals	A	The Crown has accepted a Proposal from the Contractor to deliver the Department's Requirements (defined in clause 1) for the Department of State Growth (" Department ").
	B	It is a condition of the Proposal, made by the Contractor and accepted by the Crown, that the parties will enter into this Agreement.
Date of agreement	See Signing page	

General Terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless the contrary intention is expressed:

"Agreement" means this Agreement including all schedules and annexures;

"Business Day" means any day on which authorised deposit-taking institutions, as defined in the *Banking Act 1959* (Cth), are open for business in Hobart;

"Contractor", where the context admits, includes the Contractor's employees, authorised sub-contractors and agents;

"Contract Material" means all material brought, or required to be brought, into existence as part of, or for the purposes of, providing the Department's Requirements including documents, information and data stored by any means but excluding the Network Assets;

"Contractor Network Assets" means those assets owned or controlled by the Contractor comprising part of the Network and specified in Schedule 6 but excluding any Crown Materials and Crown Assets;

"Crown" includes the Crown's employees, authorised sub-contractors and agents;

"Crown Assets" means those assets, if any, comprising part of the Network owned or under the control of the Crown specified in Schedule 5;

"Crown Material" means any material provided by or on behalf of the Crown to the Contractor for the purpose of this Agreement including documents, equipment, information, and data stored by any means;

"Customer" means an individual who accesses and uses the Service subject to having first agreed the Contractor's conditions of access;

"Delegate" means the person for the time being holding, occupying or performing the duties of the office of Manager, Digital Futures of the Department;

"Department" means the Tasmanian Government Department referred to above;

"Department's Requirements" means the services described in Schedule 1;

"Fee Proposal" means a written proposal described in clause 18.3(b) (*Change to scope of Contracted Services*);

"Implementation Plan" means the plan for implementation of the Department's Requirements to be developed by the Contractor, and which is subject to approval by the Crown, entirely at its discretion and attached as Schedule 7.

"Insurance" means all policies of insurance required to be taken out or entered into under clause 9 (Insurance);

"Intellectual Property" means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

"Legislative Requirements" means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or the State applicable to the delivery of the Department's Requirements;

"Moral Rights" means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed; or
- (c) a right of integrity of authorship;

granted to creators under the *Copyright Act 1968* (Cwlth);

"Network" means the network established and used by the Contractor to provide the Wi-Fi Services, as required by this Agreement, which is part of the Department's Requirements, and comprised of:

- (a) Contractor Network Assets;
- (b) if applicable, Crown Assets; and
- (c) if applicable, Third Party Assets.

"Premium Services" means subscription or fee based services provided to Customers specified in clause 1 of Schedule 1;

"Proposal" means:

- (a) the documents constituting an offer to supply services to the Crown under the Request for Proposal, a copy of which is annexed and marked "Annexure B"; and
- (b) any supplemental document of clarification or variation of the Proposal agreed to in writing by the parties;

"Request for Proposal" means the document inviting the Contractor to offer to supply services to the Crown, a copy of which, excluding only the Conditions of Contract, is annexed and marked "Annexure A";

"Scheme" means a scheme in force under the *Professional Standards Act 2005* for limiting the occupational liability of members of an occupational association;

"Service and Performance Standards" means those standards specified in Schedule 1 with which the Contractor must comply in delivering and performing the Crown's Requirements and which will be assessed using the criteria in Schedule 1;

"Specified Personnel" means the people described as "Specified Personnel" in Schedule 2;

"Proposal" means:

- (c) the documents constituting an offer to supply services to the Crown under the Request for Proposal, a copy of which is annexed and marked "Annexure B"; and
- (d) any supplemental document of clarification or variation of the Proposal agreed to in writing by the parties;

"Term" means the term of this Agreement as fixed or extended under clause 4;

"Third Party Assets" means those assets, if any, comprising part of the Network owned or under the contract of any third party;

"Transition Out Plan" means the plan for transition out of the Department's Requirements to be developed by the Contractor, and which is subject to approval by the Crown, entirely at its discretion and attached at Schedule 8.

"Variation Notice" means a notice referred to in clause 18.1 (*Crown may give variation notice*).

"Wi-Fi Services" means the service operated by and made available for access and use by Customers, by means of the Network, as required by this Agreement which are part of the Department's Requirements.

1.2 Interpretation

In this Agreement, unless the contrary intention is expressed:

- (a) a reference to this Agreement includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it;

- (b) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and conversely;
- (d) a reference to a gender includes reference to each other gender;
- (e) a reference to a person includes:
 - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
 - (ii) the person's executors, administrators, successors and permitted assigns;
- (f) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;
- (g) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (h) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (i) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;
- (j) a reference to "writing" includes a reference to printing, typing, lithography, photography and other methods of representing or reproducing words, figures, diagrams and symbols in a tangible and visible form;
- (k) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- (l) a reference to a month or a year means a calendar month or a calendar year respectively;
- (m) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (n) a term of inclusion is not to be interpreted to be a term of limitation;
- (o) all references to monetary sums are to Australian currency;

- (p) a reference to the payment of money within a specified time, means the full crediting and clearance of any cheque or electronic transfer into the payee's account within that time;
- (q) it operates under Tasmanian time;
- (r) if the day on or by which an act, matter or thing is to be done under it is not a Business Day, then that act, matter or thing must be done no later than the next Business Day;
- (s) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision; and
- (t) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

2 Delivery of the Department's Requirements and Assets

2.1 Delivery of the Department's Requirements

The Contractor must:

- (a) complete the delivery of the Department's Requirements with the due care and skill, and to a standard reasonably to be expected of a person both competent and experienced in providing services similar to those being delivered to satisfy the Department's Requirements;
- (b) comply with all Legislative Requirements about the delivery of the Department's Requirements, including holding and maintaining any necessary licences; and
- (c) comply with all Service and Performance Standards, which form part of the terms of this Agreement.

2.2 Implementation Plan

The Contractor must comply with the Implementation Plan in delivering and performing the Department's Requirements.

2.3 Access arrangements

Subject to clause 2.4, the Contractor must make all necessary arrangements, including entering into, all necessary access and use arrangements (including all necessary licences and leases,) with any third party in respect of Third Part Assets, that are required for the Contractor to deliver and perform the Department's Requirements for the Term .

2.4 Crown Assets

The Crown:

- (a) has granted; or
- (b) may grant,

the Contractor access to the Crown Assets on terms acceptable to the Crown, including if applicable, any Minister of the Crown, entirely at the Crown's discretion.

2.5 Network Assets

The Contractor must supply (including subject to clause 2.4) and maintain the Network as part of, and for the purposes of, delivery of the Department's Requirements.

2.6 Sponsorship and advertising

- (a) The Contractor must obtain the Crown's prior written approval to any proposed sponsorship and/or advertising arrangements for the Department's Requirements.
- (b) The Crown may, entirely at its discretion:
 - (i) refuse to approve;
 - (ii) grant approval with conditions; or
 - (iii) withdraw its approval,

to any proposed sponsorship and/or advertising arrangements, including if the Crown considers the proposed sponsorship and/or advertising arrangements are inappropriate for a publically supported service, the type of the Department's Requirements, for any reason whatsoever, entirely at the Crown's discretion.

2.7 Transition Out

- (a) Subject to otherwise as agreed by the Crown in writing, ongoing responsibility for the operation and maintenance of the Network, remains entirely the Contractor's responsibility at the expiry or earlier termination of the Term.
- (b) Continued access to and use of Third Party Assets is entirely at the applicable third party's discretion and the Crown has no liability or obligation whatsoever to the Contractor in respect of any Third Party Assets and any loss or damage which the Contractor may incur as a result of failing to obtain or secure continued access to, and use of.

3 Contract fee

3.1 Fee

The Crown must pay to the Contractor the contract fee specified in Schedule 2.

3.2 Periodical payments

If Schedule 2 provides that the Contractor is to be paid by any sort of periodical payments, then the Crown is entitled to defer any of those payments until the Contractor has completed the delivery of the Department's Requirements to which the payment relates, to the Crown's satisfaction.

3.3 Time for payment

Payments by the Crown, including any periodical payments, must be made within 20 Business Days of the Department's acceptance of the Contractor's confirmation of completion of the delivery of the Department's Requirements unless otherwise specified in Schedule 2.

3.4 Fees to Customers for Premium Services

The Contractor will only charge Customers the fees specified in clause 2 of Schedule 2 for access to Premium Services unless otherwise agreed by the Crown in writing, which agreement will not be unreasonably withheld.

4 Term of Agreement

4.1 Term

Delivery of the Department's Requirements is to commence (or has commenced) on the [] day of [] 20 [] and must be completed on or before the [] day of [] 20[].

4.2 Early commencement

If the delivery of the Department's Requirements commenced before the date of this Agreement, then the Term will be taken to have commenced from the earlier date and all dealings between the parties as from that earlier date relating to the delivery of the Department's Requirements will be taken to have been carried out on the terms of this Agreement.

4.3 Services not complete

If the delivery of the Department's Requirements has not been completed by the expiration date of this Agreement, then the Crown may extend the Term by written notice to enable the delivery to be completed.

5 Personal performance

The Department's Requirements are to be personally undertaken by either the Specified Personnel, or by another person or other persons approved of in writing by the Delegate.

6 Liaison and reporting

The Contractor must liaise with, and report to, the Delegate as the Delegate reasonably requires during the Term.

7 Waiver of rights of recovery from the Crown

The Contractor waives all present and future rights to claim against the Crown for:

- (a) personal injury to, or death of, the Contractor; or
- (b) either or both loss of, or damage to, any of the Contractor's property; and
- (c) financial loss to the Contractor;

arising from, or attributable to, the delivery of the Department's Requirements. This waiver does not operate to release the Crown from liability arising from, or attributable to, a wrongful (including negligent) act or omission of the Crown.

8 Indemnities

8.1 Contractor indemnifies Crown

The Contractor indemnifies the Crown against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, a third party; or
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to the delivery of the Department's Requirements, to the extent that the injury, death, damage or loss is not caused by a wrongful (including negligent) act or omission of the Crown.

8.2 Nature of indemnities

The indemnities in clause 8.1:

- (a) are continuing obligations of the Contractor, separate and independent from any other obligations; and
- (b) survive the termination of this Agreement.

9 Insurance

9.1 Contractor to insure

The Contractor must hold and keep current throughout the Term, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Contractor's liability for:
 - (i) personal injury to, or death of, a third party; and
 - (ii) either or both loss of, or damage to, the property of a third party;for at least \$20,000,000 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Delegate reasonably determines;
- (b) the Contractor's liability for workers' compensation; and
- (c) the Contractor's liability for professional negligence, for at least the amount stipulated in Schedule 3, for any one claim or series of claims arising out of a single occurrence, and for the term stipulated in clause 9.5.

The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the Contractor carrying out the Department's Requirements, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Contractor or the Contractor's employees or agents.

9.2 Crown to be named as principal

Insurance under clause 9.1(a) must cover "the Crown in right of Tasmania" as principal under the insurance contract.

9.3 Contractor to notify Delegate

The Contractor must notify the Delegate in writing as soon as practicable:

- (a) if an insurance contract referred to in clause 9.1 lapses, is cancelled or is materially altered; or

- (b) if the Contractor claims, or becomes entitled to claim, under such an insurance contract for something related to delivering the Contracted Services.

9.4 Evidence of insurance

The Contractor must give the Delegate evidence of:

- (a) the terms of; and
 - (b) payment of the premium for;
- each insurance contract taken out under clause 9.1,
- (c) before the Contractor starts to carry out the Department's Requirements; and
 - (d) before each due date for renewal of each such insurance contract.

9.5 Professional indemnity insurance

The Contractor must maintain the professional indemnity insurance required under clause 9.1, for six years after this Agreement expires or terminates, to provide indemnity against claims:

- (a) based on anything done, omitted, or that happened, while the Department's Requirements were being provided; and
- (b) made during those six years.

This clause 9.5 survives any termination of this Agreement.

9.6 Crown may insure

If the Contractor fails to hold or renew each insurance contract required under clause 9.1, then without being obliged to do so, the Crown may:

- (a) take out or renew each such insurance contract that the Contractor has not taken out or renewed; and
- (b) pay any unpaid premium.

The Contractor must pay to the Crown, on demand, all money that the Crown expends for this purpose, together with interest on it, at the rate of ten percent per year, from the date of outlay to the date of payment.

9.7 Contractor not to prejudice insurance

The Contractor must not do anything that may result in insurance taken out under clause 9.1, or any part of it, becoming invalid or unenforceable.

10 Contract Material

10.1 Title to, and property in, Contract Material

The title to, and property (including all Intellectual Property) in, all Contract Material vests in the Crown upon its creation, but that material will remain readily available to the Contractor to the extent necessary to enable the Contractor to perform its duties under this Agreement.

10.2 Contractor must return Contract Material

On the expiration or earlier termination of this Agreement the Contractor must immediately deliver all Contract Material in its possession or control to the Delegate and, if necessary, transfer any Intellectual Property forming part of that material to the Crown.

10.3 Use of Contract Material restricted

The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

10.4 Pre-existing Intellectual Property rights

The Crown agrees that any pre-existing Intellectual Property right owned by the Contractor in material used to produce Contract Material is not affected by this Agreement.

10.5 No third party rights in Contract Material

The Contractor warrants that the Crown's use of the Contract Material will not infringe the Intellectual Property rights of any third party.

10.6 Crown indemnifies Contractor

The Crown indemnifies the Contractor from and against any claim for damages made against the Contractor arising directly or indirectly from the use of the Contract Material by the Crown or a third party, where that use was not authorised by the Contractor.

10.7 Moral Rights consent from Contractor

The Contractor unconditionally consents to any infringement of its Moral Rights resulting from any use, by or on behalf of the Crown, of the Contract Material described in Schedule 1 for the purposes of:

- (a) the project described in Schedule 1; or
- (b) any other project undertaken by the Crown.

10.8 Moral Rights consent from third party authors

To the extent that any third party has Moral Rights, the Contractor warrants that:

- (a) for pre-existing materials that form part of the Contract Material described in Schedule 1, it has obtained; and
- (b) for new materials coming into existence for the purpose of this Agreement and that form part of the Contract Material described in Schedule 1, it will obtain before or immediately on creation,

the third party's unconditional consent to any use of those Contract Materials by or on behalf of the Crown for the purposes of:

- (i) the project described in Schedule 1; or
- (ii) any other project undertaken by the Crown.

10.9 Supply of documentary evidence

If the Delegate so requests, the Contractor must promptly provide to the Crown all Moral Rights consents required by clause 10.8.

11 Crown Material

11.1 Crown Material remains property of the Crown

Crown Material remains the property of the Crown and on the expiration or earlier termination of this Agreement the Contractor must immediately return all the Crown Material to the Delegate. The cost of delivery must be paid by the Contractor.

11.2 Third party rights in Crown Material

The Delegate must inform the Contractor of any Crown Material in which third parties hold Intellectual Property and any conditions or limitations attaching to the use of that Crown Material as a result of that Intellectual Property. The Contractor must use Crown Material only under the conditions and limitations to which it is subject.

11.3 Contractor must keep Crown Material safe

The Contractor is responsible for the safe keeping and maintenance of Crown Material.

12 Confidentiality

12.1 Parties may disclose contract provisions

Despite any confidentiality or Intellectual Property right subsisting in this Agreement or a Proposal giving rise to it, either party may publish, without reference to the other, all or any part of this Agreement, except those parts identified in Schedule 4 ("Confidential Provisions").

12.2 Limited confidentiality for Confidential Provisions

- (a) The Head of Agency has determined that the Confidential Provisions must remain confidential.
- (b) The parties must maintain confidentiality of the Confidential Provisions for the period determined and approved by the Head of Agency, so far as the law allows, except to the extent that:
 - (i) the Confidential Provisions are available to the public generally, other than by breach of this Agreement;
 - (ii) a law requires a party to file, record or register something that includes the Confidential Provisions;
 - (iii) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
 - (iv) it is necessary or advisable to disclose the Confidential Provisions to a taxation or fiscal authority;
 - (v) it is necessary to disclose the Confidential Provisions in answer to a question asked of a Minister in the Parliament or otherwise to comply with a Minister's obligations to Parliament;
 - (vi) the Confidential Provisions are disclosed confidentially to a party's professional advisers:
 - (A) to get professional advice about this Agreement;
or
 - (B) to enforce this Agreement; or
 - (vii) the parties agree otherwise in writing.

12.3 Contractor must not disclose other material

Subject to clause 12.1, the Contractor must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this Agreement, including Crown Material or Contract Material ("Confidential Material"), without the Delegate's prior written consent, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Contractor to disclose, file, record or register something that includes Confidential Material;

- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers:
 - (i) to get professional advice about this Agreement; or
 - (ii) to enforce this Agreement; or
- (f) the parties agree otherwise in writing.

12.4 Employees to comply

The parties must ensure that their respective employees who have access to the Confidential Provisions, Confidential Material, or both, are aware of, and comply with, all confidentiality obligations affecting it.

12.5 Privacy obligations preserved

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

13 Security and access

13.1 Contractor to comply with security regulations

When using any of the Crown's premises or facilities, the Contractor must comply with all security and office regulations in effect at those premises or in regard to those facilities as notified by the Crown or the Delegate.

13.2 Delegate may inspect

At all reasonable times, the Contractor must:

- (a) give to the Delegate, or to any persons authorised in writing by the Crown, access to any premises where the delivery of the Department's Requirements is being undertaken; and
- (b) must allow those persons to inspect the delivery of the Department's Requirements and any Crown Material, Contract Material or other material relevant to the Department's Requirements.

14 Negation of employment and agency

14.1 No representation by Contractor, sub-contractors etc

The Contractor:

- (a) must not represent itself; and
- (b) must ensure that its sub-contractors, employees and agents do not represent themselves;

as being sub-contractors, employees or agents of the Crown or the Department.

14.2 Contractor remains independent contractor

- (a) Despite the degree of direction, control or supervision which the Crown directly or indirectly exercises over the Contractor, or the Contractor's employees, agents or sub-contractors in the discharge of duties, obligations, and covenants under this Agreement, the Contractor is taken to be and remain an independent contractor.
- (b) The Contractor's sub-contractors, employees and agents are taken to be and always to have been, and to remain, sub-contractors, employees or agents of the Contractor.

15 Termination by the Crown

15.1 Crown may terminate without showing cause

The Crown may terminate this Agreement without showing cause, by giving the Contractor 10 Business Days' written notice.

15.2 Crown may terminate for default

- (a) The Crown may terminate this Agreement by giving the Contractor a written notice ("Termination Notice") if:
 - (i) 10 Business Days after receipt of a written notice ("Default Notice") requiring the Contractor to do so, the Contractor:
 - (A) has not remedied each default in the performance of its obligations; or
 - (B) continues to be in breach of any of the provisions of this Agreement;
- identified in the Default Notice; or

- (ii) the Contractor commits three breaches of its obligations under this Agreement over any 12 month period whether or not the Crown has given the Contractor notice of such breaches and whether or not the Contractor has rectified such breaches.
- (b) The Termination Notice will be effective immediately the Contractor receives it and the Crown may then recover from the Contractor any loss or damage suffered by the Crown because of the Contractor's default.
- (c) The recovery may be effected by way of set-off against any moneys owed by, or which become due from, the Crown to the Contractor under this Agreement.

15.3 Crown may terminate for insolvency

The Crown may terminate this Agreement immediately, by written notice, if any one of the following occurs:

- (a) if the Contractor is a corporation:
 - (i) an order is made, or a resolution is passed, winding up the Contractor;
 - (ii) a receiver or a receiver and manager is appointed over all or any part of the Contractor's assets;
 - (iii) a provisional liquidator or an administrator is appointed for the Contractor;
 - (iv) a scheme of arrangement is submitted for approval;
 - (v) the Contractor convenes a meeting, or enters, or proposes to enter, into any arrangements or composition with its creditors;
 - (vi) the Contractor becomes insolvent;
 - (vii) the Contractor ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part of its undertakings;
 - (viii) a mortgagee of the Contractor's property takes possession of any of that property.
- (b) if the Contractor is an individual or a partnership:
 - (i) the Contractor commits an act of bankruptcy;
 - (ii) the Contractor enters into an arrangement or composition with creditors;

- (iii) a receiver is appointed for the assets of the partnership.

15.4 Termination without cause

If the Crown terminates this Agreement under clause 15.1, then the Crown must pay the Contractor within a reasonable time:

- (a) for the Department's Requirements rendered before the effective date of termination; and
- (b) if the Contractor is not then in breach of this Agreement, a fair and just proportion of other liabilities or expenses that the Contractor:
 - (i) has reasonably and properly incurred to provide the Department's Requirements; and
 - (ii) cannot otherwise recover or avoid.

The Crown is not liable to make any other payment for terminating under clause 15.1.

15.5 Termination for default or insolvency

If this Agreement is terminated under clause 15.2 or clause 15.3 then, subject to its right of set-off, the Crown is liable only to make payments under clause 3 for services rendered before the effective date of termination, and is not liable to make any other payments.

15.6 Partial Termination

If there is a partial termination of this Agreement, then the Crown's liability to pay any amounts under it will abate proportionally to the reduction in the Department's Requirements unless there is an agreement to the contrary.

15.7 Contractor to reserve a right of termination in sub-contracts

The Contractor must in each sub-contract or order placed with any subcontractor for the purposes of this Agreement, reserve a right of termination to take account of the Crown's right of termination under clause 15.1.

16 Reduction

Upon receipt of notice to terminate this Agreement, the Contractor must:

- (a) stop work as specified by that notice; and
- (b) take all reasonable steps to minimise its loss resulting from the termination and to protect Crown Material and Contract Material.

17 Delay and extension of time

If it becomes evident to a party that anything, including an act or omission of the Crown, may delay the delivery of the Department's Requirements, then that party must promptly notify the other party in writing, with details of the possible delay and the cause. If the cause of the delay is an act or omission of the Crown, then the Crown must pay the Contractor the extra costs necessarily incurred by the Contractor because of the delay. Nothing in this clause:

- (a) obliges the Crown to pay extra costs for delay or disruption which have already been included in the value of a payment under this Agreement; or
- (b) limits the Crown's liability for damages for breach of contract.

18 Variations changing the scope of the Department's Requirements

18.1 Crown may give variation notice

The Crown may direct a variation to the Department's Requirements by giving a written notice to the Contractor ("Variation Notice").

18.2 Contractor may refuse

The Contractor is not obliged to comply with a Variation Notice if the Contractor gives a written notice to the Delegate, under clause 18.3, within five Business Days of receipt of the Variation Notice.

18.3 Change to scope of Contracted Services

If the Crown issues a Variation Notice that the Contractor considers would change the general scope of the Department's Requirements, then the Contractor may so advise the Delegate in writing within five Business Days, stating:

- (a) whether or not the Contractor agrees to comply with the Variation Notice; and
- (b) if the Contractor agrees to comply with the Variation Notice, a fee proposal ("Fee Proposal") for carrying out the direction.

Each time the Crown accepts a Fee Proposal, the Contractor must act upon the variation under the Fee Proposal.

18.4 If no agreement, parties are in dispute

If the Crown either:

- (a) does not agree, within five Business Days of receipt of the Contractor's notice given under clause 18.3, that the Variation

Notice changes the general scope of the Department's Requirements; or

- (b) does not accept the Fee Proposal;

then the parties will be taken to be in dispute and clause 22 (*Resolution of disputes*) applies, if the Crown directs the Contractor to proceed with the variation.

18.5 Fee for variation

The Contractor is to be paid an additional fee to cover the value of a variation to the Department's Requirements. Unless otherwise agreed, the value of a variation to the Department's Requirements must be determined using the basis on which the fees and expenses described in clause 3 (Contract fee) are determined, or if that is not possible, then reasonable rates and prices will apply.

18.6 Variation caused by Legislative Requirement

If a new Legislative Requirement, or a change in a Legislative Requirement, after the date of this Agreement, necessitates:

- (a) a change to the Department's Requirements;
- (b) has effect after the date of this Agreement; and
- (c) could not reasonably have been anticipated at that date;

then the extent to which the Department's Requirements are changed by that Legislative Requirement are taken to be a variation to the Department's Requirements under this clause.

19 Frustration and circumstances beyond control

19.1 Frustration of Agreement

If this Agreement is frustrated, then the Crown must pay the Contractor:

- (a) for work executed up to the date of frustration - the amount not then paid, but which would then have been payable had the Agreement not been frustrated; and
- (b) costs reasonably incurred by the Contractor to that date in the expectation of delivering the Department's Requirements and not included in any prior payment by the Crown.

19.2 Contractor obligations following frustration

Upon payment of those amounts to the Contractor, the Contractor must, subject to any rights of the Contractor under this Agreement, deliver to the Delegate, all Contract Material produced by the Contractor up to the date of frustration, regardless of its stage of completion but without any

liability in respect of the Contract Material that is incomplete only because of the frustration of the Agreement.

19.3 Circumstances beyond control

A party is excused from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (except the lack of funds for any reason), such as acts of God, natural disasters, acts of war, riots and strikes outside the party's organisation. If these circumstances arise, the affected party will give notice of them to the other as soon as possible, identifying the effect they will have on its performance, and must make all reasonable efforts to minimise the effects. If non-performance or diminished performance by the affected party continues for a period which the other party regards as commercially unreasonable, the other party may terminate this Agreement. If this Agreement is terminated in these circumstances, each party will bear its own costs and neither party will incur further liability to the other.

20 Waiver and variation

- (a) No failure by a party to exercise, nor delay in exercising, a right, power or remedy operates as a waiver.
- (b) A single or partial exercise of a right, power or remedy does not preclude any other, or further, exercise of that, or any other right, power or remedy.
- (c) A waiver is neither valid nor binding on the party granting it, unless made in writing signed by the party to be bound by the waiver.

21 Governing law

21.1 Law of Tasmania

This Agreement is governed by the law of Tasmania and the parties submit to the jurisdiction of the Courts of Tasmania.

21.2 Proceedings issued under or about this Agreement

Any proceedings issued against the Crown under, or about, this Agreement, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

22 Resolution of disputes

22.1 Resolution of dispute

If a dispute arises between the parties under this Agreement then, (except in the case of action required to be taken under statute), the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiation.

22.2 Notice of dispute

If one party has given a written notice of a dispute to the other party and the parties are unable to resolve the dispute by means of meetings between them within 20 Business Days after receipt of the notice, then the dispute must be submitted for resolution under the following sub-clauses.

22.3 Reference for determination

The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between the parties. Failing agreement, the matter in dispute must be determined in accordance with the provisions of the *Commercial Arbitration Act 2011*.

22.4 Final and binding decision

The independent expert's or arbitrator's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.

22.5 Parties not to commence legal action

Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this clause.

23 Sub-contracting and assignment

23.1 Contractor not to sub-contract or assign

Without the Delegate's prior written consent, the Contractor must not sub-contract, assign part with or be relieved from, any rights, powers and obligations arising under this Agreement.

23.2 Contractor remains responsible

Unless the Delegate agrees otherwise in writing, the Contractor remains responsible for the delivery of the Department's Requirements despite that the Contractor has sub-contracted or assigned the performance of any part of the delivery of the Department's Requirements.

23.3 Sub-contractors must have insurance

If the Delegate gives written consent under clause 23.1, then, the Contractor must ensure that all sub-contractors have in place, before carrying on any part of the delivery of the Department's Requirements, and keep current, the same insurances as the Contractor is required to have in place under clause 9 (*Insurance*).

24 Conflict of interest

The Contractor warrants that at the date of this Agreement, no conflict of interest exists, or is likely to arise, in the delivery of the Department's Requirements and that if, during the Term, a conflict of interest arises, then the Contractor will notify the Delegate immediately in writing, of that conflict or risk.

25 Notices

25.1 How to give a notice

A notice or other communication given or made under this Agreement must be in writing and addressed to the recipient party at the address in Schedule 2.

25.2 How to serve a notice

A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am on the next Business Day in that place.

25.3 Sufficiency of notice etc

A notice or other communication to be given or made under this Agreement, is sufficient if:

- (a) in the case of the Crown, it is under the hand of the Crown (by the Minister responsible for the Department or a duly authorised officer of the Department), the Delegate, or the Crown's solicitors;

- (b) in the case of the Contractor, it is under the hand of the Contractor or its agent or solicitors.

25.4 Signatures

A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission.

26 Severance

26.1 Reading down, severance

- (a) If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- (b) If any provision or part of it cannot be so read down, then the provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

26.2 Altering the basic nature of this Agreement

Clause 26.1 has no effect if the severance alters the basic nature of this Agreement, or is contrary to public policy.

27 Crown's rights

An express statement of a right of the Crown under this Agreement is without prejudice to any other right of the Crown expressly stated in this Agreement or arising at law.

28 Inconsistency

If something in a schedule or an attachment to this Agreement is inconsistent with a clause of this Agreement, then the latter prevails.

29 Goods and Services Tax

29.1 GST exclusive

Subject to any other provision of this Agreement expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

29.2 Tax invoice

A party making a taxable supply under this Agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

29.3 Terms defined in GST Act

In this clause “GST” refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cwlth) (“GST Act”) and the terms used have the meanings as defined in the GST Act.

30 Continuing obligations

The termination or expiration of this Agreement does not act to extinguish a debt, obligation or liability of either of the parties which has accrued under the Agreement and in particular the provisions, rights and obligations described in the following clauses will survive and continue to apply:

- 7 (*Waiver of rights of recovery from the Crown*),
- 8 (*Indemnities*),
- 9 (*Insurance*) (to the extent that it relates to professional indemnity cover),
- 10.3 (*Use of Contract Material restricted*),
- 10.5 (*No third party rights in Contract Material*),
- 10.7 (*Moral Rights consent from Contractor*),
- 10.8 (*Moral Rights consent from third party authors*),
- 10.9 (*Supply of documentary evidence*),
- 12 (*Confidentiality*),
- 15 (*Termination by the Crown*),
- 22 (*Resolution of disputes*),
- 24 (*Conflict of interest*),
- 29 (*Goods and Services Tax*);
- 30 (*Continuing obligations*);
- 31 (*Non-reliance*);
- 32 (*Totality of Contractor’s obligations and inconsistency of Proposal*); and
- 36 (*Operation of a Scheme*).

31 Non-reliance

The Contractor:

- (a) warrants that when entering this Agreement, it did not in any way rely upon any information, representation or statement forming part of the Request for Proposal or otherwise provided by the Department;
- (b) warrants that it enters into this Agreement relying exclusively on its own investigations, interpretations and determinations;
- (c) agrees it will obtain, or will be taken to have obtained, its own independent advice in relation to the Request for Proposal, the information provided in connection with the Request for Proposal and any relevant risks, contingencies and other circumstances having an effect on its Proposal, including the impact of any relevant legislation on its Proposal;
- (d) agrees the Crown will not be liable to it in relation to any claim arising out of, or in any way connected with, any errors in or omissions from the Request for Proposal or any other information provided to or received by it from any person in connection with the Proposal process; and
- (e) acknowledges that the Crown has entered into this Agreement relying upon the Contractor's warranties and agreements in this clause 31.

32 Totality of Contractor's obligations and inconsistency of Proposal

32.1 Totality of Contractor's obligations

The Contractor acknowledges that all of its obligations to the Crown are comprised in this Agreement, the Request for Proposal and the Proposal, which documents are taken to form part of this Agreement.

32.2 Inconsistency of Proposal and other parts of Agreement

In the absence of written agreement to the contrary, if any ambiguity arises as to the intent of the Contractor's obligations due to an inconsistency between the Proposal and any other parts of this Agreement, then the other parts of this Agreement will prevail.

33 Counterparts

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts will be taken to constitute one agreement.
- (c) The parties agree that, if necessary, they may exchange faxed copies of counterparts, and those faxed copies will be taken to constitute one agreement. The parties must exchange originals as soon as possible afterwards.

34 Personal Information protection

34.1 Application of clause

This clause 34 applies only if the Contractor deals with Personal Information in the course of delivering the Department's Requirements.

34.2 Personal Information Custodian

If the Contractor is a Personal Information Custodian then the Contractor must:

- (a) notify the Delegate immediately if the Contractor becomes aware of a breach, or possible breach, of the PIP Act; and
- (b) ensure that the Contractor's employees, agents or subcontractors who are required to deal with Personal Information in the course of delivering the Department's Requirements are aware of, and comply with, the Contractor's obligations under this clause.

34.3 Breach of PIP Act

A breach of the PIP Act by the Contractor is a breach of this Agreement that entitles the Crown to terminate it under clause 15.2 (*Crown may terminate for default*).

34.4 Terms defined in PIP Act

In this clause "Personal Information" and "Personal Information Custodian" have the same meanings as in the *Personal Information Protection Act 2004* (Tas) ("PIP Act").

34.5 Further privacy obligations

- (a) Further to, and without in any way lessening or derogating from, the Contractor's obligations under this Agreement, the Contractor must otherwise maintain the privacy of all Personal Information and personal or confidential data or any other private material accessed or conveyed, for the purposes of or in the course of, a Customer accessing or utilising the Wi-Fi Services or the Contractor otherwise delivering the Department's Requirements.
- (b) Further to clause 34.5(a), then, if the Customer does not opt-in to accessing the Wi-Fi Services the Contractor must immediately automatically delete and permanently destroy all Personal Information and personal or confidential data or any other private material collected during the process of device discovery (pre-association). A Customer is deemed to opt-in to the service by agreeing to the terms and conditions of service.

35 Industrial relations and occupational health and safety requirements

35.1 Compliance with the Legislative Requirements

In the course of delivering the Department's Requirements, the Contractor must comply with:

- (a) the *Industrial Relations Act 1984*;
- (b) the *Work Health and Safety Act 2012*; and
- (c) all Legislative Requirements about industrial relations and occupational health and safety.

35.2 Contractor's obligation to notify the Delegate

The Contractor must notify the Delegate immediately the Contractor becomes aware of a breach, or possible breach, of the Legislative Requirements described in clause 35.1.

36 Operation of a Scheme

36.1 No Scheme in force

If no Scheme applies to the Contractor, the Contractor waives all present and future rights, as against the Crown, to claim any limitation of liability provided by any future Scheme, in relation to future legal liability, claims or proceedings arising from, or attributable to, the Contractor delivering the Department's Requirements including a wrongful (including negligent) act or omission.

36.2 Scheme in force

If a Scheme applies to the Contractor at any time during the Term, then:

- (a) subject to clause 36.2(b), the level of the Contractor's liability under this Agreement will be limited by the Scheme; and
- (b) if required by the Delegate, the Contractor will immediately obtain an approval, under Section 27 of the *Professional Standards Act 2005*, for a level of liability under the Scheme not lower than the level described in Schedule 1.

Drafting Note:

The Professional Standards Act 2005

The Professional Standards Act 2005 provides for the limitation of liability of members of occupational associations in certain circumstances. Under Section 27 of the Act, however, the Crown may require a member to obtain an approval for a higher maximum amount of liability than would otherwise

apply.

Drafters should therefore consider whether such an approval should be required. If it is to be required, the relevant higher amount must be added to Schedule 1 prior to this Agreement being entered into.

Executed as an Agreement.

Signing page

Dated:

20

Signed for The Crown in Right of Tasmania by [redacted] [*Note: All Members of the House of Assembly to be addressed as "MP"*] being and as the Minister for [redacted] in the presence of:

)
)
)
)
)
)
)

.....

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

.....

Occupation

Signed by [redacted] being and as a [redacted] under an Instrument of Delegation dated [redacted] [redacted] in the presence of:

)
)
)
)
)
)
)

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

.....

Occupation

.....

Signed for and on behalf of **The**)
Crown in Right of Tasmania by)
[redacted] (a duly authorised person) in)
the presence of:)
)

.....
Signature of witness

.....

.....
Name of witness (block letters)

.....
Address of witness

.....
Occupation

Delete all the following execution clauses that are not to be used, and all highlighted instructions in italics (including these).

[If the other party is a company that will execute under common seal]

The Common Seal of)
(ACN) fixed in the)
presence of:)
)

.....
Director

.....
Director/Secretary

[If the other party is a sole director company that will execute under common seal]

The Common Seal of)
(ACN) fixed in the)
presence of:)
)

.....
Sole Director/Sole Secretary

.....
(Print full name)

[If the other party is a company that will execute by directors' signatures]

Executed for and on behalf of)
(ACN) under section)
127(1) of the *Corporations Act 2001*)
(Cwlth):)

.....
Director

.....
Director/Secretary

[If the other party is a sole director company that will execute by director's signature]

Executed for and on behalf of)
(ACN) under section)
127(1) of the *Corporations Act 2001*)
(Cwlth):) Sole Director/Sole Secretary

.....
(Print full name)

[If the other party is a natural person(s)]

Signed by and)
in the presence of:)
.....)
Signature

.....)
Signature of witness Signature

.....
Name of witness (block letters)

.....
Address of witness

.....
Occupation

[If the other party is a partnership]

Signed for and on behalf of)
(a partnership) by (Partner))
who, by executing this Agreement,)
warrants authority to do so on)
behalf of all the partners, in the)
presence of:)
Signature

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
Occupation

[If the other party is an incorporated association]

The Common Seal of **Inc**)
(A.B.N.) fixed in the)
presence of:)
)

.....
Committee Member

.....
Committee Member/Public Officer

Schedule 1

1. Department's Requirements

The services to be provided are as follows:

- (a) establishment and maintenance of the Network;
- (b) operate and make available the Wi-Fi Services to Customers;

2. Service and Performance Standards

The Department's Requirements must be delivered and performed in accordance with the following Service and Performance Standards assessed using the following Assessment Criteria/KPIs:

Service and Performance Standards		Assessment Criteria/KPIs
1. Technology		
(a)	Wireless Network Equipment	
(b)	Wireless Standards	
(c)	Connectivity Type	
(d)	Architecture and Design	
2. Construction and implementation		
(a)	The Network and Services must be implemented in accordance with the following:	
(b)	Coverage	
(c)	Whole of life support	
(d)	Network Maintenance	

(e)	Scalability and Technology Upgrade	
(f)	Transition out	
	The provision of Services under this Agreement must be phased out in accordance with the following:	
3. Service Management		
(a)	Quality of Service	
(b)	Authentication	
(c)	Handoff	
(d)	Location and Device Identification	
(e)	Congestion	
(f)	Traffic Prioritisation	
(g)	Security and Filtering	
(h)	Customer support model for services	
(i)	Data and analytics	
(j)	Operating Hours	
4 Business operations		
(a)	Subscription Levels	
(b)	Pricing Structure – (## clients)	
(c)	Billing	
(d)	Promotion	
(e)	Funding Contributions	
5 Additional services		
6 Service and Performance Management		
(a)	Account Manager	

(b)	Quality Assurance	
7 General requirements		
(a)	Spectrum	

3. Limitation of Liability Level (Clause 36.2(b))

The following higher maximum level of liability will apply for the classes of liability covered by the Scheme:

[\$] for loss or damage arising from a single cause of action.

[Note to Drafters: Drafters should consider in each case whether the quantum of liability should be indexed or subject to review]

4. Moral Rights

[Include description of “project” for purposes of clauses 10.7(a) and 10.8]

[Include description of the specific Contract Material that will be covered by the Moral Rights consent described in clauses 10.7 and 10.8]

Schedule 2

1. Contract Fee

[] (\$) payable within [] Business Days of completion of the delivery of the Department's Requirements, subject to submission to the Delegate of a correctly rendered invoice in a form satisfactory to the Delegate.

No other moneys are payable.

2. Fees for Premium Services

3. Specified Personnel

[Note to Drafters: Insert names of relevant personnel]

4. Addresses for delivery of notices

4.1 The Crown

As in the Details

[If different, specific address and facsimile number]

4.2 The Contractor

As in the Details

[If different, specific address and facsimile number]

Schedule 3

Insurance

The Contractor has entered into professional indemnity cover under clause 9.1(c) for the following amount of cover:

\$().

Schedule 4

Confidential Provisions

There are no Confidential Provisions.

[Delete the previous or the next clause (as appropriate) and this instruction]

The following clauses, schedules, attachments, annexures, appendices or other material, are to remain confidential to the parties under clause 12.1 until :

(a)

Schedule 5

Crown Assets

Schedule 6

Contractor Network Assets

Schedule 7

Implementation Plan

Schedule 8

Transition Out Plan

Annexure “A”

Request for Proposal

[Note to Drafters: The relevant RFP (excluding only the Conditions of Contract) is to be an annexure to this Agreement.]

Annexure “B”

Proposal

[Note to Drafters: The relevant Proposal is to be an annexure to this Agreement.]

Part Five

Proposal Form

RFP Number: 2268
Date: []

Department of State Growth
 Tender Box, Ground Floor Foyer
 10 Murray Street, Hobart TAS 7000

 Or at www.tenders.tas.gov.au

CLOSING TIME for ()
 submission (2pm Tasmanian time, 11 June 2015)
 of Proposals ()

Request for Proposal “Tasmanian Free Public Wi-Fi”

I/we submit this offer, by way of proposal, to deliver the Department’s Requirements specified in the above-mentioned Request for Proposal (“RFP”). This Proposal comprises:

- (1) this Proposal Form;
- (2) a pricing schedule setting out the price proposed for the provision of the Department’s Requirements;
- (3) [**Note to Respondents: All other documents to be listed**]

The Respondent:

- (a) agrees to the Conditions of Proposal (and in particular, clause 13.3 and 14.10 of the Conditions of Proposal);
- (b) declares that the information and particulars provided as part of this Proposal are accurate and correct; and
- (c) acknowledges that it has received and accounted for the following addenda (if any) to the RFP:

The Respondent must list below all addenda to the RFP that it has received.

Name of Respondent: [**Insert full name**]

Address of Respondent: [**Insert address**]

(Include fax no. & telephone no.)

ABN of Respondent: **[Insert ABN]**

(If this Proposal is signed by a person for and on behalf of the Respondent)

Signed for and on behalf of the Respondent

by **[Insert Name]**

(who by his/her signature duly warrants

his/her authority to bind the Respondent) in the presence of:

.....

Signature of Witness

.....

Full Name

.....

Address

.....

Occupation

(If the Respondent is a natural person)

Signed by **[Insert Name]**

in the presence of:

.....

Signature of Witness

.....

Full Name

.....

Address

.....

Occupation