

From: [Outback Power](#)
Subject: INVITATION TO TENDER - PRC0024187 OUTBACK POWER - National Indigenous Australians Agency
 [SEC=OFFICIAL:Sensitive]
Date: Tuesday, 28 June 2022 1:12:00 PM
Attachments: [image001.png](#)
[PRC0024187_Outback Power_Request for Quotation.docx](#)
[PRC0024187_Attachment A_i_Outback Power Service Map Run.pdf](#)
[PRC0024187_Attachment A_ii_Outback Power Community Site Lists.xlsx](#)
[PRC0024187_Attachment B_Example Site Status Summary Report.docx](#)
[PRC0024187_Attachment C_Scheduled Maintenance Tasks Checklist.docx](#)
[PRC0024187_Attachment D_Indicative Spare Parts List.docx](#)
[PRC0024187_Attachment E_Community Performance Assessment Checklist.docx](#)
[PRC0024187_Outback Power_Services Agreement Template.docx](#)

OFFICIAL: Sensitive

Dear Supplier,

The National Indigenous Australians Agency (the Agency) is undertaking a limited tender for the provision of off-grid solar energy system maintenance, repair, asset management and upgrade services in remote Indigenous communities across Western Australia, the Northern Territory and Queensland (known as the 'Outback Power' activity).

The Agency has identified your organisation as a potentially suitable Supplier who could deliver the Outback Power activity. The Agency invites you to submit a Tender Response to be considered for the Request for Quotation PRC0024187 (the 'RFQ').

The Outback Power activity

The Outback Power activity is a legacy activity maintaining systems installed through the former Remote Indigenous Energy Program (2012-2014) and Bushlight Program (2002-2012). Through Outback Power, the Agency funds the monitoring and maintenance of solar power energy systems in up to 180 remote Indigenous communities. This activity ensures continued access to electricity generated by the solar energy systems in participating remote Indigenous communities.

RFQ Details

The purpose of this RFQ is to select a single Supplier for the provision of services to support the operations and delivery of the Outback Power activity including:

- Program management
- Maintenance and repair service including:
 - Scheduled maintenance and reliability works
 - Unscheduled repair response works
 - Systems upgrades (both planned and urgent)
- Asset management services
- Community and stakeholder management.

Further information on the requested services, essential requirements and process for lodging a Tender can be found in the following attachments:

- PRC0024187_Outback Power_Request for Quotation
- PRC0024187_Attachment A(i)_Outback Power Service Map Run
- PRC0024187_Attachment A(ii)_Outback Power Community Site Lists
- PRC0024187_Attachment B_Example Site Status Summary Report
- PRC0024187_Attachment C_Scheduled Maintenance Tasks Checklist
- PRC0024187_Attachment D_Indicative Spare Parts List
- PRC0024187_Attachment E_Community Performance Assessment Checklist
- PRC0024187_Outback Power_Draft Services Agreement Template

RFQ Key Dates

The Agency is seeking to engage a Supplier to commence in October 2022 and conclude on 30 June 2025.

Activity	Indicative Date
Issue RFQ	28 June 2022
RFQ closes	05 August 2022
Tender Evaluation	08 August – 02 September 2022
Execution of Service Agreement	September 2022

Commencement of Services

October 2022

Additional Information

Any queries relating to this RFQ must be directed in writing to the Contact Officer via s47E(d) [@niaa.gov.au](mailto:s47E(d)@niaa.gov.au).

Any further correspondence such as additional information or variations to the RFQ will be sent by the Contact Officer via s47E(d) [@niaa.gov.au](mailto:s47E(d)@niaa.gov.au).

The Agency thanks you in advance for your consideration of this invitation to tender for the provision of Outback Power in remote Indigenous Communities.

Regards,

s22(1)

Outback Power Team

National Indigenous Australians Agency

w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.



Australian Government

National Indigenous Australians Agency

REQUEST FOR QUOTATION

For provision of renewable energy
system maintenance and asset
management services in remote
Indigenous communities

PRC0024187

Commonwealth of Australia as represented by
the National Indigenous Australians Agency
(NIAA) ABN 30 429 895 164 (**Agency**)

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Request for Quotation

ATM ID: PRC0024187

RFQ DETAILS

RFQ Description	Request for Quotation for Outback Power - the provision of maintenance, repair, asset management and upgrade services for off grid solar power systems in remote Indigenous communities across Western Australia, Northern Territory and Queensland.
Release Date	28 June 2022
Closing Time	2:00pm Canberra time on 05 August 2022.
Tender Validity Period	Tenders will remain open for acceptance by the Agency for a period of six months after the Closing Time.
Deadline for Submission of Tenderer Questions	2:00pm Canberra time on 29 July 2022.
Contact Officer	<p>Name: s22(1)</p> <p>Address: PO Box 2191 CANBERRA ACT 2600</p> <p>Email address: s47E(d) @niaa.gov.au</p> <p>Phone: s22(1)</p>
Lodgement of Tenders	Via email to s47E(d) @niaa.gov.au
Application of Law and Commonwealth Policy:	<p>The following apply to this RFQ process:</p> <ul style="list-style-type: none"> a) the Indigenous Procurement Policy (see paragraph 9.1); b) the <i>Code for the Tendering and Performance of Building Work 2016</i> (Cth); c) the Commonwealth Procurement Rules; d) the Public Governance, Performance and Accountability Act 2013 (Cth); e) the <i>Fair Work Act 2009</i> (Cth); f) the <i>Competition and Consumer Act 2010</i> (Cth); g) the <i>Freedom of Information Act 1982</i> (Cth); h) the <i>Public Interest Disclosure Act 2013</i> (Cth); i) the <i>Modern Slavery Act 2018</i> (Cth); j) the Protective Security Policy Framework; k) the Information Security Manual;

- l) the Commonwealth Fraud Control Framework;
- m) the *Auditor-General Act 1997* (Cth);
- n) the *Ombudsman Act 1976* (Cth);
- o) the *Privacy Act 1988* (Cth);
- p) the *Cybercrime Act 2001* (Cth);
- q) the *Autonomous Sanctions Regulations 2011* (Cth);
- r) the *Workplace Gender Equality Act 2012* (Cth);
- s) the *Government Procurement (Judicial Review) Act 2018*;
- t) the *Archives Act 1988* (Cth); and
- u) the *Work Health and Safety Act 2011* (Cth) and other work health and safety legislation applicable to the successful Tenderer.

Tenderers Checklist

Prior to submitting a Tender response, Tenderers should ensure that they have complied with the following requirements:

#	Requirements	Paragraph / Attachment	✓
1.	The requirements for lodging a Tender via email to s47E(d) @niaa.gov.au	Paragraph 2	
2.	Completing the Tenderer's Details.	<u>Attachment 1</u> in Schedule 2	
3.	Address each of the evaluation criteria specified in the table in paragraph 5.1 by completing the Tender Response Forms.	Paragraph 5.1 & Schedule 2	
4.	Comply with the Minimum Content and Format Requirements including:	Paragraph 7.3	
(a)	The Tender must be written in English;	Paragraph 6.1 (a)	
(b)	Measurements must be expressed in Australian legal units of measurement;	Paragraph 6.1 (b)	
(c)	The Tender must include a completed and signed Deed in the Form provided;	<u>Attachment 2</u> in Schedule 2	
(d)	The Tenderer must include a completed and signed Declaration of Compliance with the Code for Tendering and Performance of Building Work 2016;	<u>Attachment 9</u> in Schedule 2	
(e)	The Tenderer must include information about its compliance with the Code for Tendering and Performance of Building Work 2016;	<u>Attachment 10</u> in Schedule 2	
5.	Comply with the Conditions for Participation including that:	Paragraph 7.4	
(a)	At the time of lodgement of their responses, Tenderers must not have been: <ul style="list-style-type: none"> (a) precluded from Tendering for Australian Government funded work; or (b) subject to a judicial decision against them relating to employee entitlements, not 	Paragraph 7.4(a)	

	including decisions under appeal, and have not paid the claim;		
(b)	The Tenderer, or its subcontractors, must not be named as not complying with the <i>Workplace Gender Equality Act 2012</i> ;	Paragraph 7.4(a)	
(c)	<p>The Tenderer;</p> <ul style="list-style-type: none"> (a) complies with Code for Tendering and Performance of Building Work 2016; (b) if the Tenderer proposes to carry out any building work itself, the Respondent: <ul style="list-style-type: none"> (i) is accredited under the WHS Accreditation Scheme at the time the Draft Service Agreement is entered into with the Agency; (ii) maintains accreditation while carrying out the building work; and (iii) complies with all conditions of accreditation; 	Paragraph 7.4(a)	
(d)	The Tenderer must not, at the time the Tender is submitted, be precluded from Tendering for Australian Government funded building and construction work;	Paragraph 7.4(a)	
(e)	The Tenderer has included an <u>Indigenous Participation Plan</u> and a signed declaration of 'Compliance with Indigenous Procurement Policy';	Paragraph 5.2 & paragraph 7.4(a)	
(f)	The Tenderer is an Indigenous enterprise at the time of lodging the Tender.	Paragraph 7.4(a) & paragraph 9.1(c)	

1. Introduction

1.1 Invitation to Tender

- (a) The Agency invites Tenders for the provision of off-grid solar energy system maintenance, repair, asset management and upgrade services in remote Indigenous communities across Western Australia, the Northern Territory and Queensland in accordance with this Request for Tender (RFQ).

1.2 Overview of requirements

About the Agency

- (a) The Agency assists the Australian Government to achieve its objectives in improving the lives of Indigenous Australians by leading the development of the Commonwealth's approach, focusing on place, working in partnership, and effectively delivering programs through the Indigenous Advancement Strategy (IAS). The planned outcome for the Agency is sound and well-coordinated government policies, programs and decision making processes.

About Housing and Infrastructure Branch

- (b) The Housing and Infrastructure Branch works in partnership with Aboriginal and Torres Strait Islander peoples, and state and territory governments across the housing spectrum to address overcrowding and ensure access to quality housing and equity in accommodation and financial services. The Branch also provides policy advice and manages projects relating to community infrastructure, especially in remote Indigenous communities (water, energy telecommunications and digital technology).
- (c) Remote infrastructure projects and funding activities are provided under the IAS Remote Australia Strategies (RAS) Program.

About Outback Power activity

- (d) The Housing and Infrastructure Branch undertakes policy and program management in relation to the monitoring and maintenance of off-grid solar power systems in remote Indigenous communities, which are unserved by a local energy utility, through the Outback Power activity.
- (e) The Outback Power activity is a legacy activity maintaining systems installed through the former Remote Indigenous Energy Program (2012-2014) and Bushlight Program (2002-2012).
- (f) Through Outback Power, the Agency funds monitoring and maintenance of solar power energy systems in up to 180 remote Indigenous communities.
- (g) The Agency engages the services of a Technical Adviser to assist with the management of the current Outback Power arrangement, and this arrangement is expected to continue. The Technical Adviser provides the Agency with reviews of reporting, schedules of works, undertakes spot audits on completed works, and advice on upgrade proposals provided by the Service Provider.

Purpose of Tender

- (h) The purpose of the RFQ is to select a single Supplier to provide maintenance, repair, asset management, and upgrade services to off-grid solar power systems in up to 180 remote Indigenous communities across Queensland,

Western Australia and the Northern Territory. The services are to ensure continued access to electricity generated by the solar energy systems in participating remote Indigenous communities.

1.3 Summary of Services

- (a) The Agency is seeking Tenders for the provision of program management to support the operations and delivery of the Outback Power activity including;
 - (i) Maintenance and repairs for off-grid solar power systems in up to 180 remote Indigenous communities across Western Australia (31 active units), the Northern Territory (128 active units) and Queensland (17 active units). The location of the renewable energy systems are at Attachment A (i) and Attachment A(ii);
 - (ii) the maintenance and repair services include;
 - (A) Scheduled maintenance and reliability works
 - (B) Unscheduled repair response work
 - (C) System upgrades, both planned and urgent
 - (iii) Asset management services for the renewable energy systems.
- (b) The requirement for the Services is set out in Schedule 1 – Statement of Requirement.
- (c) Services may be delivered by a single organisation, by a consortium, or using sub-contractor arrangements.

1.4 Expectations of contractors

- (a) Contractors will act in a manner consistent with the *APS Values and Code of Conduct* (www.apsc.gov.au).
- (b) Contractors will ensure compliance with COVID-19 related health rules and regulations as advised from time to time by state and territory governments, and the Agency.

1.5 Time Frame

- (a) The resultant Service Agreement for the Services is expected to commence in October 2022 and conclude on 30 June 2025.
- (b) The following are dates for the procurement:

Activity	Indicative Date
Issue RFQ	28 June 2022
RFQ closes	05 August 2022
Tender Evaluation	08 August – 02 September 2022
Execution of Service Agreement	September 2022
Commencement of Services	October 2022

- (c) Any resultant Service Agreement may require the supply of Services to portfolio bodies.
- (d) Any resultant Service Agreement may require the supply of services to other Commonwealth entities.

1.6 Key terms

- (a) The following table sets out the details of some key terms used in this RFQ:

Closing Time	2:00pm Canberra time on 05 August 2022.
Conditions for Participation	the conditions for participation (if any) set out in paragraph 7.4(a).
Contact Officer	Name: s47E(d) Address: PO Box 2191 CANBERRA ACT 2600 Email address: s47E(d) @niaa.gov.au
Deadline for Submission of Tenderers' Questions	2:00pm Canberra time on 29 July 2022.
ABCC	means the Australian Building and Construction Commission.
Agency	the National Indigenous Australians Agency.
Builder	in relation to Building Work, means a person who carries out any of the Building Work, but does not include a Subcontractor.
Building Code	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at https://www.legislation.gov.au/Details/F2017C00668 .
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Corporate Commonwealth Entity	means a corporate Commonwealth entity within the meaning of the <i>Public Governance, Performance and Accountability Act 2013</i> .
Draft Service Agreement	the document set out in Schedule 3.
Enterprise Agreement	has the same meaning as in the <i>Fair Work Act 2009</i> .
Essential Requirements	the Essential Requirements referred to in paragraph 7.5.
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code.

High Value Service Agreement

means a Service Agreement subject to the Mandatory Minimum Requirements, under the Indigenous Procurement Policy, which apply where:

- (i) the Goods and/or Services will be wholly delivered in Australia;
- (ii) the value of the Goods and/or Services is \$7.5 million (GST inclusive) or more;
- (iii) more than half the value of the Service Agreement is being spent in one or more of the following industry sectors:
 - a. building, construction and maintenance services;
 - b. transportation, storage and mail services;
 - c. education and training services;
 - d. industrial cleaning services;
 - e. farming and fishing and forestry and wildlife contracting services;
 - f. editorial and design and graphic and fine art services;
 - g. travel and food and lodging and entertainment services;
 - h. politics and civic affairs services;
 - i. financial instruments, products, Service Agreements and agreements;
 - j. mining and oil and gas services;
 - k. industrial production and manufacturing services;
 - l. environmental services;
 - m. management and business professionals and administrative services (sub-category exemptions apply);
 - n. engineering and research and technology based services;
 - o. financial and insurance services (sub-category exemptions apply);
 - p. healthcare services;
 - q. personal and domestic services;
 - r. national defence and public order and security and safety services (sub-category exemptions apply);or
 - s. organisations and clubs; and
- (iv) the value of the Service Agreement is not being spent in one of the following specific sub-category industry sectors:
 - a. lease and rental of property or building;
 - b. land leases;
 - c. residential rental;
 - d. insurance and retirement services;
 - e. retirement fund;
 - f. military services and national defence;
 - g. military science and research.

Indigenous Enterprise

means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

Indigenous Participation Plan

means a plan detailing how the Tenderer will meet the minimum mandatory requirements for the Indigenous Procurement Policy (see template at [Attachment 12](#)).

Indigenous Procurement Policy	means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website available at: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
Indigenous Procurement Website	Means the website at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
Mandatory Minimum Requirements or MRR	means the mandatory minimum Indigenous participation requirements imposed for High Value Service Agreements by the Indigenous Procurement Policy.
Minimum Content and Format Requirements	the minimum content and format requirements (if any) set out in paragraph 7.3 (a).
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Remote Area	means areas identified in the Remote Indigenous Procurement Policy Map on the Indigenous Procurement Website, as updated from time to time.
Services	the services set out in the Statement of Requirement.
Statement of Requirement	the document set out in Schedule 1.
Subcontractor	in relation to Building Work, means a person who carries out some of the Building Work under a contract with a Builder.
Tender	any Tender submitted in response to this RFQ.
Tender Validity Period	6 months after the Closing Time.
Tender Response Forms	the Tender Response Forms set out in Schedule 2.
Tenderer	any entity which submits a Tender or, where the context requires, is proposing to submit a Tender.
WHS Accreditation Scheme	means the Work Health and Safety Accreditation Scheme referred to in section 43 of the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
Workplace Relations Management Plan	means a plan approval by the ABCC in accordance with Part 6 of the Building Code.
Works	means the Commonwealth Funded Building Works that is the subject of this Request for Tender.

1.7 Form of Service Agreement

- (a) The Agency proposes to enter into a Service Agreement with the successful Tenderer substantially in the form of the Draft Services Agreement provided in the RFQ package.

1.8 Governing law

- (a) This RFQ is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory. The courts of that Territory have non-exclusive jurisdiction to decide any matter related to this RFQ.

2. Lodging Tenders

2.1 Electronic lodgement

- (a) Tenders must be lodged electronically by email to s47E(d) @niaa.gov.au before the Tender Closing Time and in accordance with the Tender lodgement procedures set out in paragraph 2.5.
- (b) Tenders lodged by any other means, including by hand, or facsimile, will not be considered.

2.2 Tender closing time and date

- (a) Tenders must be lodged before the Closing Time.
- (b) The judgement of the Agency as to the time a Tender has been lodged will be final.
- (c) The Agency may extend the Closing Time, and will issue an addendum notifying any decision to extend.

2.3 Preparing to lodge a Tender

- (a) In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms or other disabling features which may affect the Agency computing environment. Tenders found to contain viruses, worms or other disabling features including but not limited to password protection will be excluded from the evaluation process.
- (b) Tenderers must lodge their Tender in accordance with the requirements set out in this paragraph 2.3 for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the Tender not uploading successfully and/or may eliminate the Tender from consideration.
- (c) The Agency will accept Tenders lodged in Microsoft Word 2003 (or above), Rich Text Format (RTF), Microsoft Excel 2003 (or above) or PDF format.
- (d) The Tender file name/s:
 - (i) should incorporate the Tenderer's company name;
 - (ii) should reflect the various parts of the Tender they represent, where the Tender comprises multiple files;
 - (iii) must not contain \ / : * ? " < > | characters; and
 - (iv) must not exceed 100 characters.
- (e) Tender files:
 - (i) should not exceed a combined file size of 10 megabytes per email;
 - (ii) should be zipped (compressed) together for transmission.
- (f) The Agency will accept any number of files in the lodgement email. Each email should not exceed the combined file size limit of 10 megabytes. If an email would otherwise exceed 10 megabytes, Tenderers should either:
 - (i) transmit the Tender files as a compressed (zip) file not exceeding 10 megabytes; and/or

- (ii) lodge the Tender in multiple emails ensuring that each email does not exceed 10 megabytes and clearly identify each email as part of the Tender.
- (g) Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

2.4 Scanned or imaged material, including Statutory Declarations

- (a) Scanned images of signed or initialled pages within the Tender, including Statutory Declarations and Deeds of Confidentiality, where they are required, are permitted so long as the total email size does not exceed the 10 megabyte limit. The use of scanned or imaged material, where it expands the Tender file size beyond the 10 megabyte limit per email, is prohibited. Such material may be provided separately via CD-ROM to the Contact Officer at the address specified, provided they are received prior to the Closing Time.
- (b) In the event that clarification of a lodged Tender is required, Tenderers may be required to courier or security post the originals of the signature and/or initialled pages to the Agency addressed to the Contact Officer at the address specified.

2.5 Lodgement process

- (a) Before submitting their Tender, Tenderers must:
 - (i) take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of the Agency computing environment;
 - (ii) ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Agency; and
 - (iii) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in paragraph 2.3 or otherwise advised by the Agency.
- (b) Tenderers must allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
 - (i) If Tenderers have any problem in accessing the provided RFQ documents or emailing Tender documents, they must contact the Agency via the Contact Officer via s47E(d) @niaa.gov.au prior to Closing Time.
 - (ii) Tenderers must attempt contact via s47E(d) @niaa.gov.au in the first instance. If Tenderers have any problem contacting the Contact Officer via s47E(d) @niaa.gov.au, they may contact the Contact Officer via a phone call prior to Closing Time.
 - (iii) Failure to do so will exclude a Tender from consideration.

2.6 Late Tenders, Incomplete Tenders and corrupted files

- (a) Any attempt to lodge a Tender after the Closing Time will not be permitted by the Agency. Such a Tender will be deemed to be a Late Tender.
- (b) Where a Tender lodgement consists of multiple emails, due to the number or size of the files, the lodgement time will only apply to the final email.

- (c) Late Tenders, incomplete Tenders, including those with electronic files that cannot be read or decrypted, Tenders which the Agency believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Agency's computing environment, will be excluded from evaluation.

2.7 Proof of lodgement

- (a) Receipt of Tenders lodged via email through s47E(d) @niaa.gov.au will be acknowledged through an email response within five business days of receipt.
- (b) Failure to receive a receipt after five working days means that lodgement has not completed successfully. Tenderers should attempt to email s47E(d) @niaa.gov.au, through a separate email, requesting this receipt.
- (c) Tenderers acknowledge that:
 - (i) lodgement of their Tender on time and in accordance with this RFQ is entirely their responsibility; and
 - (ii) the Commonwealth will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFQ, is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

3. Additional information and variations to the RFQ documentation

3.1 Requests for Additional Information

- (a) Requests for further information in relation to this RFQ must be directed in writing to the Contact Officer by the Deadline for Submission of Tenderers' Questions.
- (b) Subject to paragraph 5.6(a), the only point of contact for all matters relating to this RFQ and the RFQ process is the Contact Officer.
- (c) The Agency will determine what, if any, response should be given to a Tenderer question. The Agency may circulate Tenderer questions and the Agency's response to those questions to all other Tenderers without disclosing the source of the questions or revealing any confidential information of a Tenderer. Tenderers should identify in their question what, if any, information in the question the Tenderers consider is confidential. Inappropriate identification of information as confidential will be considered by the Agency when determining what, if any, response will be given.
- (d) If a Tenderer believes it has found a discrepancy, error, ambiguity, inconsistency or omission in this RFQ or any other information given or made available by the Agency, the Tenderer should promptly notify the Contact Officer setting out the error in sufficient detail so that the Agency may take the corrective action, if any, it considers appropriate.

3.2 Variation of the RFQ

- (a) The Agency may amend this RFQ or the RFQ process at any time. If the Agency does so prior to the Closing Time, the Agency will issue a formal addendum to the RFQ via email.

3.3 Termination of the RFQ

- (a) If the Agency determines that none of the Tenders submitted represents value for money or that it is otherwise in the public interest to do so, the Agency may terminate the Tender process at any time and:
 - (i) not proceed with the procurement;
 - (ii) negotiate with one or more Tenderers or other suppliers;
 - (iii) enter into a Service Agreement or other binding relationship outside this RFQ process.
- (b) Without limiting paragraph 3.3(a), Tenderers should note that it is Commonwealth policy to establish coordinated procurement Service Agreement arrangements for the acquisition of certain goods and services by Commonwealth entities.
- (c) It is possible that the procurement of some or all of the Services may become subject to a coordinated procurement contracting arrangement:
 - (i) before the Closing Time – in which case the Agency may discontinue this Tender process or remove the Services from the scope of this Tender process;
 - (ii) after the Closing Time but before a Service Agreement is signed with the successful Tenderer(s) – in which case the Agency may discontinue this Tender process or remove the Services from the scope of this Tender process; or
 - (iii) during the period of any Service Agreement entered into as a result of this RFQ – in which case the Agency may exercise its rights under the Service Agreement to terminate or reduce it for convenience.

3.4 Errors & alterations

- (a) Tenderers should ensure that any errors or alterations made to a Tender are clearly identified and, where appropriate, initialled. Any alteration or erasure made to a Tender that is not clearly identified may result in the Tender being excluded from consideration.
- (b) Tenders in which prices are not clearly and legibly stated may be excluded from consideration.
- (c) If the Agency considers that there are unintentional errors of form in a Tender, the Agency may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.

4. Information management

4.1 The Agency's confidential information

- (a) Tenderers should not and should ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs

of the Agency, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the Agency and which the Agency indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

- (b) The Agency may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:
 - (i) returned to the Agency - in which case Tenderers will be required to promptly return all such information to the address identified by the Agency; or
 - (ii) destroyed by Tenderers - in which case Tenderers will be required to promptly destroy all such information and provide the Agency with written certification that the information has been destroyed.
- (c) The Agency may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to paragraph 4.1.

4.2 Tenderer's confidential information

- (a) Subject to paragraphs 4.2(b) and 4.2(c), the Agency will treat as confidential all Tenders submitted by Tenderers in connection with this RFQ.
- (b) The Agency will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
 - (i) is disclosed by the Agency to its advisers, officers, employees or subcontractors solely in order to conduct the RFQ process or to prepare and manage any resultant Service Agreement;
 - (ii) is disclosed to the Agency's internal management personnel, solely to enable effective management or auditing of the RFQ process;
 - (iii) is disclosed by the Agency to the responsible Minister;
 - (iv) is disclosed by the Agency in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (v) is shared by the Agency within the Agency's organisation, or with another Commonwealth the Agency, where this serves the Commonwealth's legitimate interests;
 - (vi) is authorised or required by law to be disclosed;
 - (vii) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
 - (viii) is disclosed with the written consent of the Tenderer.
- (c) Once a Service Agreement is entered into with the successful Tenderer, the successful Tenderer's Tender will not necessarily be treated as confidential. Tenderers should clearly identify in their Tender response the information that they consider should be protected as confidential information should a Service Agreement be entered into with them. The Agency will only consider a request for confidentiality where:

- (i) the information to be protected is identified in specific rather than global terms;
- (ii) the information is by its nature confidential; and
- (iii) disclosure would cause detriment to the parties concerned.

4.3 Disclosure of Information

- (a) The *Freedom of Information Act 1982* (**FOI Act**) gives members of the public rights of access to documents in the possession of the Australian Government and Commonwealth entities. The FOI Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by Agencies and public authorities.
- (b) All sensitive business information or confidential data which a Tenderer provides in its Tender and considers should be exempt from disclosure under the FOI Act should be clearly indicated in the Tenderer's Tender.

4.4 Use of Tender documents

- (a) All Tenders become the property of the Agency upon submission.
- (b) Notwithstanding paragraph 4.4(a) and without prejudice to anything agreed in any subsequent Service Agreement, ownership of intellectual property in the information contained in a Tender remains unchanged.
- (c) However, the Agency may use any material contained in a Tender, or otherwise provided by the Tenderer, for the purposes of the RFQ process and the preparation and management of any resultant Service Agreement.

5. Matters concerning Tender response

5.1 Tender response requirements

- (a) Tenderers should provide their details by completing the form at Attachment 1: Tenderer's Details in Schedule 2.
- (b) Tenderers must complete and execute the Attachment 2: Tenderer's Deed in Schedule 2.
- (c) Tenderers must complete and execute the Attachment 9: Declaration of Compliance in Schedule 2.
- (d) Tenderers must complete Attachment 10: Information on Compliance with the *Building Code* in Schedule 2.
- (e) Tenderers should indicate their compliance with the Work Health and Safety Accreditation Scheme at Attachment 11: WHS Accreditation Scheme Compliance in Schedule 2.
- (f) Tenderers should address each of the evaluation criteria specified in the table below by completing the Tender Response Forms contained in Schedule 2. Tenderers may include additional information in their Tenders; however the Tenderer's response to each of the Tender Response Forms will form the basis of the evaluation. Each Tender Response Form should commence on a new page.

Item	Evaluation Criterion	Required Information	Weighting
1	Service delivery	Tenderers must provide details of how they would provide the Services by completing <u>Attachment 3: Service Delivery</u> in Schedule 2.	35%
2	Tenderer's experience	Tenderers must provide details of their experience by completing <u>Attachment 4: Tenderer's Experience</u> in Schedule 2.	25%
3	Tenderer's management capability and key personnel	Tenderers must provide details about their management capability and key personnel by completing <u>Attachment 5: Tenderer's Management Capability and Key Personnel</u> in Schedule 2.	30%
4	Working with and experience of culturally appropriate engagement with Aboriginal and Torres Strait Islander individuals and communities.	Tenderers must provide details of their experience in engaging with Indigenous people in remote communities at <u>Attachment 4</u> in Schedule 2.	10%
5	Pricing information (see also paragraph 6.1 of this RFQ)	Tenderers must complete the price schedule at <u>Attachment 6</u> in Schedule 2.	Unweighted
6	Financial viability	Tenderers must complete the <u>Attachment 7: Financial Viability Questionnaire</u> in Schedule 2.	Unweighted
7	Tenderer's compliance with the Draft Service Agreement	Tenderers must indicate their compliance with the Draft Service Agreement by completing <u>Attachment 8: Statement of Compliance with Draft Service Agreement</u> in Schedule 2.	Unweighted

5.2 Indigenous Participation Plan

- (a) The Service Agreement to provide maintenance and asset management services to off-grid solar power energy systems in up to 180 remote Indigenous communities will be subject to mandatory minimum requirements including the development of an Indigenous Participation Plan, as specified under the Indigenous Procurement Policy. Participation requirements refers to the use of Indigenous employment and/or Indigenous suppliers. Refer to Attachment 12 for further details.

- (b) As components of the Service Agreement will be delivered in Remote Areas, this creates opportunities for the resultant Service Agreement to deliver significant Indigenous employment and/or Indigenous supplier use outcomes in those Remote Areas.
- (c) The Tenderers Indigenous Participation Plan, should detail how it will ensure that its provision of Services will deliver a significant Indigenous employment and/or Indigenous supplier use with a minimum target of 8% in Remote Areas.
- (d) The Agency will review the submitted Indigenous Participation Plan and may amend the Plan in consultation with the successful Tenderer during the Service Agreement negotiations to ensure it is achievable in reaching the proposed targets.

Note to Tenderers: Refer to the Indigenous Procurement Policy and the IPP Guide for Suppliers for examples of options available to ensure any resultant Service Agreement will deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area.

5.3 Tenderers to inform themselves

- (a) Information in this RFQ concerning current or past requirements, volumes, location, environment or other relevant matters has been prepared from information available to the Agency and may not have been independently verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, the Agency does not guarantee that this information will remain true at any future point in time.
- (b) The Agency has no liability to any Tenderer should any information or material provided with respect to this RFQ or the Services be inaccurate or incomplete or if actual volumes, locations, environments or other relevant matters vary from the Agency's current expectations.
- (c) Tenderers are responsible for ensuring that they have:
 - (i) examined this RFQ, any documents referenced in this RFQ and any other information made available by the Agency to Tenderers for the purpose of Tendering;
 - (ii) examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tenders;
 - (iii) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices;
 - (iv) made their own independent assessments of actual workload requirements under any resultant Service Agreement and all prices will be presumed by the Agency to have been based upon Tenderers' own independent assessments;
 - (v) satisfied themselves as to the terms and conditions of the Draft Service Agreement and their ability to comply with the Draft Service Agreement, subject to their responses to Attachment 8: Statement of Compliance with Draft Service Agreement in Schedule 2; and

- (d) In preparing their Tenders, Tenderers must not rely on:
 - (i) any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFQ other than amendments in accordance with paragraph 1.1(a); or
 - (ii) any warranty or representation made by or on behalf of the Commonwealth, except as are expressly provided for in this RFQ.
- (e) The Commonwealth will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFQ.

5.4 Disclaimer

- (a) This RFQ is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process Service Agreement), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.
- (b) The Commonwealth is not liable to any Tenderer on the basis of any Service Agreement or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFQ, the procurement of any or all of the Services or a Tenderer's participation in this RFQ process, including instances where:
 - (i) a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFQ process;
 - (ii) the Agency varies the RFQ process;
 - (iii) the Agency elects to enter into a Service Agreement for all or any of the Services with any party, whether or not that party was a Tenderer in this RFQ process;
 - (iv) the Agency decides to terminate the RFQ process or not to contract for all or any of the Services; or
 - (v) the Agency exercises or fails to exercise any of its other rights under or in relation to this RFQ.

5.5 Offers and acceptance of offer

- (a) Lodging a Tender will constitute an offer by the Tenderer to provide the Services on the terms and conditions set out in the Draft Service Agreement, subject to any exceptions notes in its response to Attachment 8: Statement of Compliance with Draft Service Agreement in Schedule 2. The Tenderer's offer will, in accordance with the provisions of this RFQ remain open for a period not less than the Offer Period.
- (b) A Tender will not be taken to have been accepted until a formal Service Agreement has been executed by the Tenderer and the Commonwealth. Notice by the Agency to any Tenderer that it is, or is not, a preferred or successful Tenderer will not constitute an acceptance or rejection of any Tender.

5.6 Complaints

- (a) Any complaints arising out of the RFQ process should be directed to the Complaints Officer:

NIAA Complaints Handling
complaints@niaa.gov.au

5.7 Subcontracts

- (a) Tenderers should indicate in Attachment 1: Tenderer's Details in Schedule 2 if it intends any person or body who is not an employee to perform work in relation to the Services, and, if so, must identify the full names of its proposed subcontractors and details of the work proposed to be undertaken by them.
- (b) Tenderers should note that, if its Tender is successful, the Service Agreement will impose certain requirements on its subcontracting arrangements, including that its subcontractors allow the Agency to publish details of their names and the nature of what they are subcontracted to do.
- (c) Tenderers agree to:
- (i) the public disclosure of the names of any subcontractors engaged under the Service Agreement; and
 - (ii) inform relevant subcontractors that the names of subcontractors engaged under the Service Agreement may be disclosed.

6. General matters

6.1 Prices and units

- (a) The Tender must be written in English.
- (b) All measurements must be expressed in Australian legal units of measurement.
- (c) Tendered prices should be inclusive of:
- (i) GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth));
 - (ii) all costs of complying with this RFQ; and
 - (iii) all costs associated with doing all things necessary for the due and proper completion of the proposed Service Agreement.
- (d) Tenderers from the public sector should note that Competitive Neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.
- (e) Where goods/services/works are being performed within Australian Territories by registered Australian businesses, pricing should be quoted in Australian dollars (\$AU).
- (f) Tenderers from the public sector should demonstrate in their Tender that Competitive Neutrality requirements have been met, including:
- (i) payment of relevant taxes and charges;
 - (ii) rates of return; and

- (iii) cost of funds.
- (g) Australian Government policy requires Australian Government entities to effect payment to its suppliers via electronic funds transfer direct to suppliers' bank accounts, unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas.

6.2 Joint or Part Tenders

- (a) The Agency will consider joint Tenders.
- (b) The Agency will not consider Tenders for only part of the Services.
- (c) The Agency encourages Tenderers to consider benefits of forming joint venture initiatives such as partnership or consortium arrangements, if appropriate, when responding to the Tender. Note, joint initiatives (e.g. partnership or consortia) require Tenderers to appoint a lead Supplier. The Agency will enter into a Service Agreement with the lead Supplier and any other Suppliers will be treated as Sub-Contractors.

6.3 Tendering Entity

- (a) The Agency will not consider a Tender from a Tenderer that does not exist as a legal entity at the Closing Time.

6.4 Insurance

- (a) Tenderers should include details of its current insurance cover for the purposes of the provision of the Services under the Service Agreement (if its Tender is successful).

7. Evaluation of Tenders

7.1 Evaluation process

- (a) The Agency will register Tenders following the Tender Closing Time. Tenders lodged otherwise than in accordance with this RFQ will be registered separately.
- (b) Tenders will be screened to identify those which:
 - (i) have failed to comply with Minimum Content and Form Requirements (see paragraph 7.3(a));
 - (ii) have failed to comply with Conditions for Participation (see paragraph 7.4(a));
 - (iii) are otherwise non compliant with this RFQ.
- (c) Tenderers must complete and execute the Attachment 9: Declaration of Compliance in Schedule 2.
- (d) Tenderers must complete Attachment 10: Information on Compliance with the Building Code in Schedule 2.
- (e) The Agency may at any stage during the evaluation process reach the view that Tenders or Tenderers have failed to comply with the Minimum Content and Format Requirements, the Conditions for Participation or the Essential Requirements (see paragraph 7.5 (a) in relation to Essential Requirements).
- (f) Subject to paragraphs 7.2 to 7.5, Tenders will be evaluated to identify the Tender that represents best value for money on the basis of the evaluation

criteria set out in paragraph 5.1(f). Value for money is a comprehensive assessment that takes into account both cost represented by the price assessment and value represented by the technical assessment in the context of the risk profile presented by the Tenderer and its Tender, including any request by a Tenderer to limit or cap its liability under the Draft Service Agreement.

- (g) In evaluation against the evaluation criteria specified in the table contained at paragraph 5.1(f), the Agency may take into account information provided by a Tenderer in response to one criterion in its evaluation of another criterion.
- (h) The evaluation criteria are weighted as set out in paragraph 5.1(f). If any additional criteria are intended to be applied in evaluating Tenders, the Agency will notify Tenderers who will be given an opportunity to respond.
- (i) The Agency may at any time exclude a Tender from consideration if the Agency considers that the Tender is incomplete or clearly not competitive. However, the Agency may consider such Tenders and seek clarification in accordance with paragraph 7.6(a).
- (j) The Agency is not bound to accept the lowest priced (or any) Tender.

7.2 Security, probity and other checks

- (a) The Agency may perform such security, probity and financial investigations and procedures as the Agency may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- (b) Tenderers should promptly provide the Agency with such information or documentation that the Agency requires in order to undertake such investigations. The Agency may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to the Agency in this regard, or based on the outcomes of the investigations or procedures.
- (c) The Tender evaluation process may involve:
 - (i) visits to some or all Tenderers' sites; or
 - (ii) discussions with, and/or visits to, customers or subcontractors of some or all Tenderers, whether or not the customers are provided as referees by the relevant Tenderer.
- (d) The Agency may also make independent enquiries about any matters that may be relevant to the evaluation of a Tender.

7.3 Minimum content and format requirements

- (a) Subject to paragraph 3.4(c), the Agency will exclude a Tender from further consideration if the Agency considers that the Tender does not comply with the following Minimum Content and Format Requirements:

#	Minimum Content and Format Requirements
1.	The Tender must be written in English (see paragraph 6.1(a)).

2.	Measurements must be expressed in Australian legal units of measurement (see paragraph 6.1 (b)).
3.	The Tender response must be substantially completed and lodged using the Tender Response Forms at Schedule 2.
4.	The Tender must include a completed and signed Tenderer's Deed in the Form provided (see <u>Attachment 2: Tenderer's Deed</u> in Schedule 2).
5.	The Tender must include an Indigenous Participation Plan.
6.	Sign and submit scanned copies of the any required respondent declarations or compliance documents.
7.	The Tenderer must include a completed and signed Declaration of Compliance with the Building Code (see <u>Attachment 9: Declaration of Compliance with Building Code</u> in Schedule 2).
8.	The Tenderer must include a completed <u>Attachment 10: Information on Compliance with the Building Code</u> in Schedule 2.

7.4 Conditions for Participation

- (a) The Conditions for Participation are set out in the table below. The Agency will not:
- (i) consider a Tender unless the Tenderer complies (and all relevant subcontractors comply) with the Conditions for Participation as at the Closing Time;
 - (ii) further consider a Tender if the Tenderer (or any of its relevant subcontractors) cease to comply with the Conditions for Participation at any subsequent time in the Tender process; and
 - (iii) enter into a Service Agreement with a Tenderer unless that Tenderer complies (and all its relevant subcontractors comply) with the Conditions for Participation as at that time.

#	Conditions for Participation
1	At the time of lodgement of their responses, Tenderers must not have been: <ul style="list-style-type: none"> (a) precluded from Tendering for Australian Government funded work; or (b) subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim.
2	The Tenderer, or its subcontractors, must not be named as not complying with the <i>Workplace Gender Equality Act 2012</i> .

3	<p>The Tenderer;</p> <ul style="list-style-type: none"> (a) complies with the <i>Code for the Tendering and Performance of Building Work 2016</i>; (b) If the Tenderer proposes to carry out any building work itself, the Tenderer: <ul style="list-style-type: none"> (i) is accredited under the Australian Government Work Health and Safety Accreditation Scheme at the time the Draft Service Agreement is entered into with the Agency; (ii) maintains accreditation while carrying out the building work; and (iii) complies with all conditions of accreditation.
4	<p>If the Tenderer proposes to contract with a builder to undertake any building work, the Tenderer requires that the builder contracted to undertake the building work:</p> <ul style="list-style-type: none"> (a) is accredited under the Australian Government Work Health and Safety Accreditation Scheme at the time the Service Agreement for building work is entered into; and (b) remains accredited while carrying out the building work (see paragraph 9.9).
5	<p>The Tenderer must not, at the time the Tender is submitted, be precluded from tendering for Australian Government funded building and construction work.</p>
6	<p>The Tenderer must include an Indigenous Participation Plan and a signed declaration of 'Compliance with Indigenous Procurement'.</p> <p>In evaluating Tenders, the Customer will take into consideration:</p> <ul style="list-style-type: none"> (a) the Tenderer's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderer's past compliance with any mandatory minimum requirements; and (b) the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements.
7	<p>The Tenderer must meet the definition of an Indigenous Enterprise at the time of lodging their Tender.</p>

7.5 Essential requirements

- (a) The Agency will exclude a Tender from further consideration if at any time before a Service Agreement is executed the Agency considers that the Tender does not comply with any Essential Requirements specified in the Statement of Requirement.

7.6 Clarification, short-listing and negotiations

- (a) The Agency may:
 - (i) use any relevant information obtained in relation to a Tender (provided in the Tender itself, otherwise through this RFQ or by independent inquiry) in the evaluation of Tenders;
 - (ii) seek clarification or additional information from any Tenderer for the purposes of Tender evaluation;
 - (iii) shortlist one or more Tenderers and seek further information from them;
 - (iv) seek best and final offers from one or more Tenderers;
 - (v) enter into negotiations or discussions with one or more Tenderers (including parallel negotiations); or
 - (vi) discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is the preferred Tenderer.
- (b) Any negotiations regarding liability with a preferred Tenderer under paragraph 7.6 (a)(v) that result in additional direct or indirect costs being borne by the Agency may be reflected in a commensurate adjustment to the terms of the Draft Service Agreement.
- (c) Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests which may arise during Tender evaluation or receiving other notices during the RFQ process. Tenderers should include the name, address and contact details of that person in the Form at Attachment 1: Tenderer's Details in Schedule 2. The person nominated by the Tenderer will need to be authorised to represent and bind the Tenderer in relation to this RFQ.

8. Other Matters

8.1 Public Statements

- (a) Except with the prior written approval of the Agency, Tenderers should not make a statement, issue any document or material or provide any other information for publication in any media, concerning this RFQ process, including in relation to Tender evaluation, the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that a Tenderer is the preferred Tenderer.
- (b) The Agency may exclude a Tender from further consideration if the Tenderer does not comply with this requirement.

8.2 Additional rights of the Agency

- (a) Without limiting other rights contained in this RFQ, the Agency may do any or all of the following at any time:

- (i) seek amended Tenders or call for new Tenders;
 - (ii) forward any clarification about this RFQ to all known Tenderers on a non-attributable basis and without disclosing any confidential information of a Tenderer;
 - (iii) allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer, including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer; and
 - (iv) negotiate with one or more persons who have not submitted Tenders or enter into a Service Agreement or other binding relationship for similar services to the Services outside the RFQ process.
- (b) Disclosure to Tenderers of any information concerning this RFQ process is at the complete discretion of the Agency unless expressly provided otherwise in this RFQ.

8.3 Publication of Service Agreement award

- (a) In accordance with the Senate Order on Departmental and Agency Service Agreements, the Agency is required to list the Service Agreements with a consideration of \$100,000 or more that it entered into during the previous 12 months, or that have not been fully performed, on the Internet with access via the Agency home page.
- (b) The Agency is also required to publish details of agreements it enters into with an estimated liability of \$10,000 or more on AusTender within 42 days of entering into (or amending) the Service Agreement. Further information about this requirement can be found on the 'Buying for Australian Government' website maintained and updated by the Department of Finance and Deregulation from time to time, particularly 'Reporting Requirements' (<https://www.finance.gov.au/government/procurement/buying-australian-government/procurement-publishing-and-reporting-obligations>).

8.4 Debriefing

- (a) Tenderers may request a written Tender debriefing up to 30 days following the award of a Service Agreement. Tenderers requiring a debriefing should contact the Contact Officer.
- (b) Tenderers will be debriefed against the evaluation criteria set out in this RFQ. A Tenderer will not be provided with information concerning other Tenders, except for publicly available information such as the name of the successful Tenderer and the total price of the winning Tender. No comparisons with other Tenders will be made.

9. Application of law and Commonwealth policy

9.1 Indigenous Procurement Policy

- (a) Tenderers should note that the Indigenous Procurement Policy applies to this procurement. More information on the Indigenous Procurement Policy can be found at <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>.

- (b) In particular, Tenderers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (please refer to the Indigenous Procurement Policy for further information).
- (c) It is a mandatory condition for participation for all Tenderers to be an Indigenous enterprise at the time of lodging their Tender. The Agency will exclude a Tenderer from further consideration if the Agency considers that the Tenderer does not meet the Conditions for Participation of being an Indigenous Enterprise at the time of lodging its Tender, unless the Tenderer's status is rectified prior to entering into the Service Agreement.
- (d) The Tenderer acknowledges and agrees that if it is a successful Tenderer, it will be a condition of the resulting Service Agreement that the Tenderer declares that it is an Indigenous Enterprise at the commencement of the Service Agreement and that the Tenderer must provide Notice to the Agency if, at any time during the term of the Service Agreement:
 - (i) there is any change to the status of the Tenderer's Indigenous ownership, that results in Indigenous ownership of less than 50 per cent; or
 - (ii) the Tenderer is removed or suspended from the list of registered or certified Indigenous businesses maintained by Supply Nation.
- (e) The Tenderer must provide the Agency with Notice in writing immediately if at any time prior to entering into the Service Agreement:
 - (i) there is any change to the status of the Tenderer 's Indigenous ownership; or
 - (ii) it is removed or suspended from the list of registered or certified Indigenous businesses maintained by Supply Nation.
- (f) The Agency will exclude the Tenderer from further consideration if, at any time prior to entering into the Service Agreement, the Agency becomes aware that:
 - (i) there is a change to the status of the Tenderer 's Indigenous ownership, unless the Tenderer 's status is rectified prior to entering into the Service Agreement; or
 - (ii) the Tenderer has been removed or suspended from the list of registered or certified Indigenous businesses maintained by Supply Nation.
- (g) In this clause:
 - (i) "Notice" means a written notice sent from one party to another party at the address, or email address, set out in the Tender.
 - (ii) For High Value Service Agreements, the mandatory minimum requirements for Indigenous participation will apply.
 - (iii) In its Tender, each Tenderer is requested to detail how it will increase its:
 - A. purchasing from Indigenous Enterprises (being an organisation that is operating a business which is 50 per cent or more Indigenous owned); and/or

- B. employment of Indigenous Australians, in the delivery of any resultant Service Agreement.
- (iv) Purchases from an Indigenous enterprise may be in the form of an engagement of an Indigenous enterprise as a subcontractor, and/or use of Indigenous suppliers in the Tenderer's supply chain.

9.2 Ethical dealing

- (a) The Commonwealth's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFQ process. The Commonwealth requires the same standards from those with whom it deals.
- (b) Tenders should be compiled without improper assistance of current or former officers, employees, contractors or agents of the Agency and without the use of information improperly obtained or in breach of an obligation of confidentiality (including any obligation referred to in paragraph 4.1).
- (c) Tenderers should not:
 - (i) engage in misleading or deceptive conduct in relation to their Tenders or the RFQ process;
 - (ii) engage in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFQ process;
 - (iii) attempt to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Agency, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFQ process;
 - (iv) engage in, or procure or encourage others to engage in, activity that would result in a breach the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government; or
 - (v) otherwise act in an unethical or improper manner or contrary to any law.
- (d) The Agency may exclude from consideration any Tender lodged by a Tenderer that has engaged in any behaviour contrary to paragraph 9.2. In addition, the Agency may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the Agency may have under law or in any Service Agreement with a successful Tenderer.

9.3 Conflicts of interest

- (a) Tenderers should represent and declare in Attachment 2: Tenderer's Deed in Schedule 2, whether, at the time of lodging their Tender, a conflict of interest concerning itself or a related entity exists, or might arise during the term of the Service Agreement or in relation to the Tender.
- (b) A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to:
 - (i) impair the ability of the Tenderer to perform the Service Agreement diligently and independently; or

- (ii) prejudice the impartial conduct of this Tender process or bring disrepute to or embarrass the Agency.
- (c) A conflict of interest may exist if:
 - (i) Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with the Agency's personnel involved in the evaluation of Tenders; or
 - (ii) Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the Service Agreement or would bring disrepute to or embarrass the Agency.
- (d) If at any time prior to entering into the Service Agreement, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer, that Tenderer should immediately notify the Contact Officer.
- (e) If a conflict of interest arises, the Agency may:
 - (i) exclude the Tender from further consideration;
 - (ii) enter into discussions to seek to resolve the conflict of interest; or
 - (iii) take any other action it considers appropriate.
- (f) The Agency's Conflict of Interest Policy:
 - (i) provides advice to employees and managers on the identification and resolution of real or apparent conflict of interest situations arising during Agency employment;
 - (ii) applies to all Agency employees performing work for or on behalf of the Agency; and
 - (iii) requires contractors, consultants, service providers and their agents to advise the Agency if any conflict of interest arises out of their contractual obligations with Agency and to take appropriate action to mitigate or resolve any identified real or apparent conflicts of interest.

9.4 Other Commonwealth legislation and policies

- (a) Tenderers are responsible for ensuring that they have familiarised themselves with all relevant Commonwealth legislation and policies relating to the RFQ process and the provision of the Services including:
 - (i) Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
 - (ii) the *Freedom of Information Act 1982* (Cth) which requires Australian Government Agencies and agencies to provide access to certain documents in their possession;
 - (iii) the *Auditor-General Act 1997* (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of Commonwealth entities;
 - (iv) the *Ombudsman Act 1976* (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government entities

and to investigate the actions of certain Australian Government contractors; and

- (v) the *Privacy Act 1988* (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach the Australian Privacy Principles, which came into effect on 12 March 2014.
- (b) The Agency will not enter into a Service Agreement with Tenderers:
 - (i) that have been named in Parliament as not complying with the *Workplace Gender Equality Act 2012* (Cth);
 - (ii) who have had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers compensation law and the Tenderer has not complied or is not fully complying with the order; or
 - (iii) who are subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim.

9.5 Workplace gender equality

- (a) Tenderers attention is drawn to the obligations of certain employers under the *Workplace Gender Equality Act 2012* (Cth) (the Act). Enquiries from prospective Tenderers for further information about the *Workplace Gender Equality Act 2012* (Cth) should be directed to the Workplace Gender Equality Agency on (02) 9432 7000.
- (b) The Australian Government has directed its staff not to purchase goods or services from suppliers who do not comply with their obligations, if any, under the Act. It will be a term of the Service Agreement with the successful Tenderer that it complies with its obligations, if any, under the Act.
- (c) A further term of the Service Agreement will be that the contractor does not enter into a subcontract with a non-complying supplier.
- (d) If you are currently named as non-compliant under the Act you will need to submit a compliant report and will subsequently obtain a letter of compliance from the Director of the Workplace Gender Equality Agency. This letter of compliance will need to accompany your Tender response or be provided to the Agency prior to the Closing Time.

9.6 Work Health and Safety Laws

- (a) The Agency will not enter into a Service Agreement with a Tenderer who:
 - (i) fails, when required by the Agency, to confirm it understands and is able to demonstrate it complies with all relevant workplace relations laws, work health and safety laws or workers' compensation laws; and
 - (ii) is subject to any Court or Tribunal decisions relating to a breach of workplace relations law, work health and safety law or workers' compensation law with which the Tenderer has not fully complied or is not fully complying.

9.7 Australian National Audit Office

- (a) The attention of Tenderers is drawn to the *Auditor-General Act 1999 (Cth)*, which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- (b) In addition to the Auditor-General's powers under the *Auditor-General Act 1999 (Cth)*, if the Tenderer is chosen to enter into a Service Agreement, the Tenderer will be required to provide the Auditor-General or an authorised person, access to information, documents, records and Agency assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or subcontractors, and which are related to the Service Agreement. Such access will apply for the term of the Service Agreement and for a period of 7 years from the date of expiration or termination.
- (c) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997 (Cth)* on their participation in the Tender.
- (d) Tenderers should be aware that the result of an audit may have to be disclosed to Parliament or one or more Parliamentary Committees.

9.8 Building Code (The Code for Tendering and Performance of Building Works)

- (a) The Building Code applies to the Works that is the subject of this Request for Tender. Copies of the Building Code and Supporting Guidelines are available at <https://www.abcc.gov.au/building-code>.
- (b) As part of their tender, Tenderers must submit:
 - (i) a signed "Declaration of Compliance" which is attached to this Request for Tender, and
 - (ii) the further information outlined in Attachment 10: Information on Compliance with the Building Code

This is a minimum content and format requirement.

- (c) The following are essential requirements:
 - (i) Tenderers and their Related Entities are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (ii) Tenderers are not subject to an Exclusion Sanction;
 - (iii) Tenderers have not had an adverse decision, direction or order made by a court or tribunal for a breach of the Building and Construction Industry (Improving Productivity) Act 2016, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order;
 - (iv) Tenderers will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and

- (v) Tenderers have submitted a Workplace Relations Management Plan with their tender for approval by the ABCC in accordance with Part 6 of the Building Code.

The Agency will exclude Tenderers from further consideration if at any time before a Service Agreement is executed in relation to the Works the Agency considers that they do not comply with these essential requirements.

- (d) The Agency may exclude Tenderers from further consideration if at any time before a Service Agreement is executed in relation to the Works they are excluded from performing Building Work funded by a state or territory government.
- (e) By submitting their tender, Tenderers will become subject to the Code for the Tendering and Performance of Building Work 2016.

9.9 The Work Health and Safety Accreditation Scheme

- (a) If the successful Tenderer proposes to carry out Building Work itself, the successful Tenderer:
 - (i) must be accredited under the Work Health and Safety Accreditation Scheme (WHS Accreditation Scheme) when entering into contracts for building work covered by the WHS Accreditation Scheme and maintain accreditation while the Building Work is being carried out.
 - (ii) must remain accredited while carrying out the Works
- (b) If the successful Tenderer proposes to engage with a builder to undertake any Building Work, the successful Tenderer:
 - (i) must not engage with a builder to carry out Building Work if the builder is not accredited under the Scheme at the time the contract for Building Work is entered into; and
 - (ii) must require the builder contracted to undertake the Building work to remain accredited under the Scheme while carrying out the building work.
- (c) The WHS Accreditation Scheme is established under the the *Building and Construction Industry (Improving Productivity) Act 2016* and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019*.
- (d) Paragraph 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.
- (e) Tenderers seeking accreditation should submit an application, addressing specific occupational health and safety criteria, to the Office of the Federal Safety Commissioner. More information on the Scheme is available on the Federal Safety Commissioner website at www.fsc.gov.au or by contacting the OFSC on 1800 652 500.

9.10 No Service Agreement or Undertaking

- (a) Nothing in this Tender will be construed to create any binding Service Agreement (express or implied) between the Agency and any Tenderers until a Service Agreement is entered into with the successful Tenderer (if any). Any

conduct or statement whether prior to or subsequent to the issuance of this Tender is not, and this Tender is not, and must not be deemed to be:

- (i) an offer to Service Agreement, or
- (ii) a binding undertaking of any kind by the Agency (including without limitation, quasi-contractual rights, promissory estoppel or rights with a similar legal basis).

9.11 Caretaker Period

- (a) If a Federal election is called before the proposed Service Agreement signature date, the Agency is required to seek counsel with its Government Division on the status of the draft Service Agreement. In the event a new incoming Government is elected, they may or may not elect to terminate this Service Agreement.

Schedule 1 – Statement of Requirement

2. Background

1.1 About Outback Power activity

- (a) The Housing and Infrastructure Branch undertakes policy and program management in relation to the monitoring and maintenance of off-grid solar power systems in small remote Indigenous communities, which are unserved by a local energy utility, through the Outback Power activity.
- (b) The Outback Power activity is a legacy activity maintaining systems installed through the former Remote Indigenous Energy Program (2012-2014) and Bushlight Program (2002-2012).
- (c) Through Outback Power, the Agency funds;
 - (i) Monitoring and maintenance of solar power energy systems currently in up to 180 remote Indigenous communities in Western Australia (31 active units), Northern Territory (128 active units) and Queensland (17 active units) delivered by the Service Provider.
 - (ii) The Agency engages the services of a Technical Advisor to assist with the management of the Outback Power arrangement. The Service Provider engages with the Technical Adviser for review of planned program of work, Upgrade Services, and Site Status Summary Reports.

1.1 System Technical Specifications

- (a) Outback Power systems are off-grid solar power systems, which interface with a diesel generator.
- (b) Maintenance and management of the diesel generator is the responsibility of the local community essential services provider.
- (c) Outback Power systems generally consists of a solar array, charge controller, inverter, and a battery bank. The Outback Power system is designed to provide a hybrid power system, by interfacing with the existing diesel generator which supports the community as a back-up power source, provides an equalisation charge to the battery bank, and enables management of high power loads such as air-conditioning (Diagram 1).

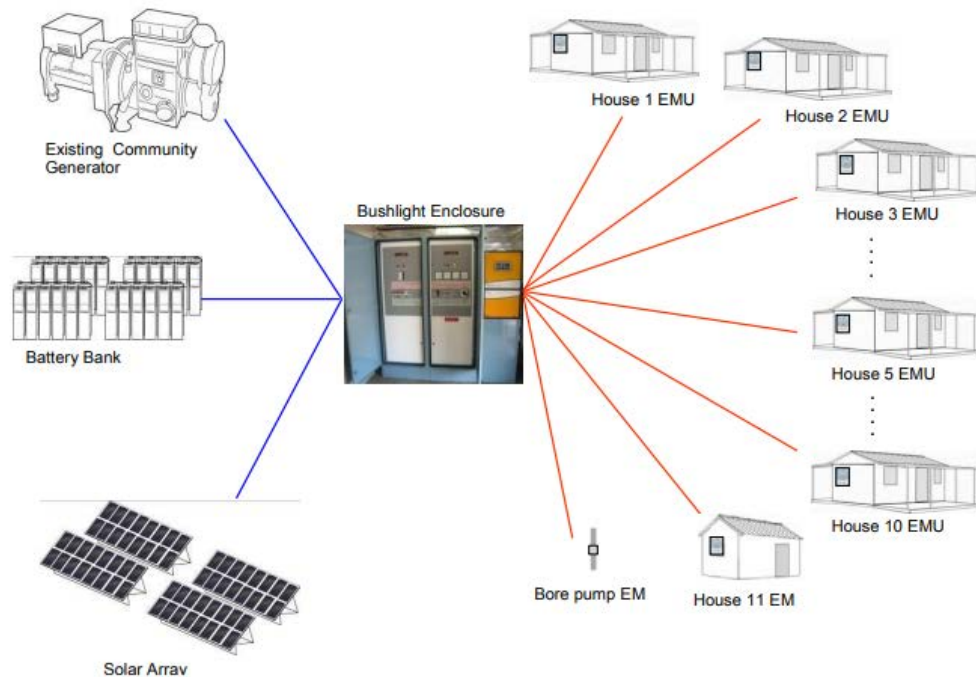


Diagram 1. Outback Power System Design

- (d) Information on the Outback Power design and installation standards can be found at [RE-Booklet-Final-Nov-2010.pdf \(squarespace.com\)](#).
- (e) Systems typically include one or more Energy Management Unit(s) (EMU) that are connected to each dwelling. The EMU is a wall-mounted unit providing users with system status information, including a fuel gauge, power meter and timers. Green lights display the power available for the community's discretionary use, and a yellow light shows the power for the separate essential circuit for fridges, freezers and lights. The EMU has an agreed power allowance for each 24-hour period to ensure an equitable distribution of power to every dwelling in the community.
- (f) There are two main models of the Outback Power solar energy systems; the Household Renewable Energy model and the Community Renewable Energy model.
- (g) The **Household Renewable Energy model** features;
 - (i) A standalone solar powered system, designed to meet the energy needs of a single dwelling. The main components include photovoltaic array, a battery bank, inverter and charge controller.
 - (ii) Control via an EMU that monitors and controls the amount of energy provided on a daily basis. EMUs are located on the main switchboard on each system.
 - (iii) Non-critical appliances (i.e. fans or TVs) are supplied via "discretionary" circuits and critical appliances (i.e. lights or refrigerators) via "essential" circuits. When battery charge drops, the EMU will restrict power to discretionary circuits in order to ensure a continuous power supply to essential circuits.
 - (iv) In some instances, communities may have multiple Household Renewable Energy Systems installed across various dwellings and

buildings, usually where dwellings are too far apart for a centrally located power source to be effective.

- (v) High power loads (i.e. airconditioners, electric kettles) are intended to be supplied by a diesel generator.
- (h) The **Community Renewable Energy model** features;
 - (i) A centrally located solar powered system, designed to provide power to a number of dwellings within a community. Power is reticulated from the central system to each dwelling. It has the same main components as the Household Renewable Energy System.
 - (ii) Supply to individual dwellings are controlled via an EMU on each dwelling.
 - (iii) Non-critical appliances (i.e. fans or TVs) are supplied via "discretionary" circuits and critical appliances (i.e. lights or refrigerators) via "essential" circuits. When battery charge drops, the EMU will restrict power to discretionary circuits in order to ensure a continuous a power supply to essential circuits.
 - (iv) High power loads (i.e. airconditioners, electric kettles) are intended to be supplied by a diesel generator.
 - (v) Each household connected to the Community Renewable Energy System receives a daily "energy budget" via the EMU. Energy budgets will vary between households, determined by community and individual household needs.
 - (vi) If the energy budget of an individual household is exceeded, the EMU will restrict the power supply that household's discretionary circuits in order to ensure a continuous power supply to essential circuits.
- (i) The Outback Power system architecture may vary from site to site due to; differing power needs of each community, number of houses that require services, and community agreement on system configuration.
- (j) The Outback Power systems work in conjunction with a diesel generator system run by local community essential service providers. The Service Provider liaises with the relevant essential services provider as part of delivering the service.
- (k) **Responsibilities under Outback Power** include;
 - (i) The communities with an Outback Power system have responsibilities to ensure that the system is operated correctly, perform basic system maintenance, use energy and appliances as recorded in the agreed power allowance, and make some contributions towards the maintenance costs.
 - (ii) The local community essential service providers are responsible for replacing the Outback Power battery banks.

1.3 About the Required Services

- (a) The Australian Government is continuing the investment in renewable energy services in remote Indigenous communities through the Outback Power activity.

- (b) The Agency is seeking Tenders for the provision of program management to support the operations and delivery of the Outback Power activity including;
- (i) Asset management services for the renewable energy systems, including recording and maintaining all Outback Power system data in a commercial asset management system Mainpac
 - (ii) Maintenance and repairs for solar power systems in up to 180 remote Indigenous communities across Western Australia (31 active units), the Northern Territory (128 active units) and Queensland (17 active units). The location of the renewable energy systems are at Attachment A (i) and Attachment A(ii);
 - (iii) The maintenance and repair service includes;
 - A. Scheduled maintenance and reliability works
 - B. Unscheduled repair response work
 - C. System upgrades, both planned and urgent
 - (iv) Community and stakeholder management.
- (c) The Service Provider must provide the services listed in 2 Specific Requirements to the communities detailed in Attachment A (ii). The list of communities may be adjusted over the period of the agreement.

2. Specific Requirements

2.1 Program Management

- (a) The Service Provider will undertake program management including planning, financial management, monitoring, reporting and evaluation to deliver the main elements of the Outback Power activity as outlined in Diagram 2;

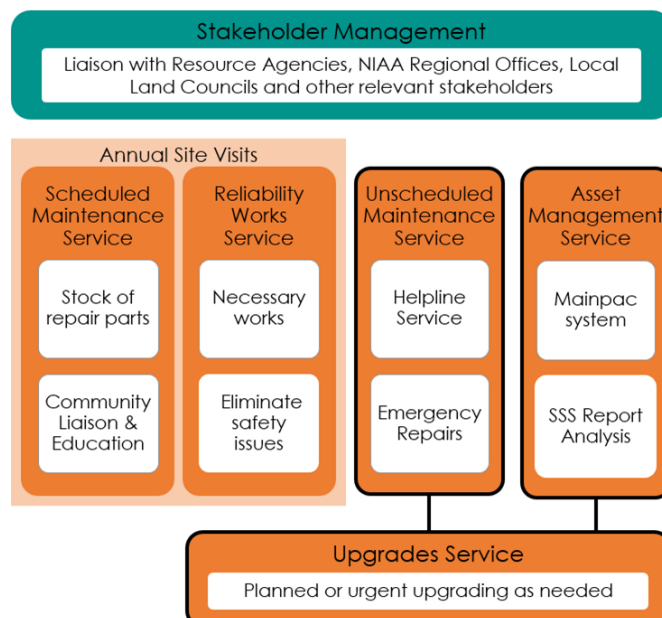


Diagram 2. Outback Power Program Management

- (b) As services are to be delivered across Western Australia, Queensland and the Northern Territory, the Tenderer will need to demonstrate how they will

manage and ensure consistent service delivery and quality control of works provided to the Outback Power sites.

- (c) The Service Provider is to undertake annual visits to every site to check on the quality of works delivered. This could coincide with scheduled maintenance runs.

2.2 Asset Management Service

- (a) The Service Provider is to deliver full lifecycle asset management services to support the the management and monitoring of all Outback Power systems to ensure system performance and sustainability. This includes maintaining the existing electronic asset management database (Mainpac) to support and inform maintenance and upgrade activites.
- (b) The existing **Asset Management Database** (Mainpac) is to be updated and maintained by the Service Provider including;
 - (i) Continued updates of the Outback Power version of Mainpac, a commercial Asset Management Package. The Customer will facilitate access to the Mainpac system on behalf of the Service Provider, to enable continued updating of the asset management database. This system must continue to:
 - A. record and manage all aspects of system data; including community data such as location, access and contact details;
 - B. be transferable to other parties if directed by the Customer; and
 - C. the database system and related data are the property of the Customer
 - (ii) Verification that all available data is transferred from the existing Service Provider to Mainpac;
 - (iii) Management, monitoring and accurate recording of all repair and maintenance activities and data in Mainpac;
 - (iv) The provision of reports on system performance, issues and recommended works from the Mainpac to;
 - A. other local resource agency and equivalents, including notifying of recommended works identified as their responsibility;
 - B. other agencies on individual communities on an ad-hoc basis.
 - (v) Asset management service will also include analysis of Mainpac data to support actions to improve performance of Outback Power systems.
- (c) **Site Status Summary Reports** are to be provided on 33% of the communities each year, providing reports on each community over a three year period. These reports must be of the same comprehensive nature as the example at Attachment B.
- (d) As part of undertaking asset management services the Service Provider is responsible for managing;
 - (i) a scheduled preventative maintenance service program that includes an annual maintenance visit to each community (further details on service requirements are outlined at 2.3);

- (ii) a comprehensive Unscheduled Repair Response Service for the jurisdiction(s) (further details on service requirements are outlined at 2.4);

2.2. Scheduled Maintenance Service

- (a) The Service Provider is to undertake a comprehensive annual program of Scheduled Maintenance Services to ensure the safe, efficient and reliable operation of each Outback Power system. Scheduled Maintenance services are to ensure all system elements are functional and safe including the switchboard, batteries, photovoltaic array, distribution system, inverter and system control. The list of Scheduled Maintenance tasks is at Attachment C. The Service Provider is to employ experienced and qualified service personnel to undertake maintenance services.
- (b) Prior to commencing Scheduled Maintenance, the Service Provider will procure an agreed list of commonly used spare parts to enable faulty parts to be replaced during the service visit. The spare parts are to be accounted for and reported on the Scheduled Maintenance report. An indicative list of spare parts is at Attachment D.
- (c) The Service Provider will also provide a program of proposed service visits, based on the existing Outback Power service runs in Western Australia, Northern Territory and Queensland (refer to Attachment A (i) and Attachment A(ii)). A fixed price for each scheduled maintenance run is to be provided in Attachment 6.
- (d) Prior to carrying out a scheduled maintenance run the Service Provider must review the previous service report to ensure they have the necessary replacement parts.
- (e) Maintenance visits must occur at least once every 12 months, and the local essential services provider and community representatives must be informed of the proposed visit at least one week prior to visit.
- (f) While on site for the scheduled maintenance visit, the Service Provider must:
 - (i) notify the community representatives of works being conducted, time on site, and expected power outages;
 - (ii) inspect all system equipment for damage (environmental and other), wear and tear, deterioration etc.;
 - (iii) clean, test and service all system equipment in accordance with the manufacturer's recommendations;
 - (iv) supply the necessary maintenance materials and consumables including lubricants, paints, adhesives, sealants, fixings, demineralised water, cleaning materials and replacement parts in order to undertake Scheduled Maintenance;
 - (v) replace all faulty, defective and damaged parts (with the exception of the complete battery bank) in compliance with relevant Australian Standards or as it applies to the relevant jurisdiction regulations and ensure the system is returned to a suitable level of operation given the condition of the equipment on site. (Note: battery bank replacement is to be considered on a case-by-case basis in consultation with the appropriate local resource agency and the Customer);

- (vi) complete the Scheduled Maintenance Tasks Checklist (Attachment C) and keep a record;
- (vii) complete the Community Performance Assessment Checklist (Attachment E) and keep a record;
- (viii) provide community members with training and education required to meet the community's responsibilities as detailed in the Community Performance Assessment Checklist at least annually and on an as needed basis;
- (g) **Reliability Works Service** – Whilst on site the service technician will also carry out any necessary Reliability Works within a community.
 - (i) These works are outside of the standard works specified in the Scheduled Maintenance worklist (Attachment C). These works are identified as works which will help make the system more reliable and may overcome potential safety issues. For example, works could include cable protection, replacing unsafe light switches or powerpoints which pose a safety hazard.
 - (ii) identify equipment nearing end of life and replace or renew if technically and financially appropriate to do so;
 - (iii) These works will be invoiced separately.
- (h) Recording – whilst on site the service technician will also record system details and update logs appropriately including;
 - (i) record the readings of all meters and gauges and download system history logs;
 - (ii) keep accurate and detailed records including photos, of each maintenance visit;
 - (iii) verify all known technical details for each system to update the Mainpac system; and
 - (iv) update the site manuals, drawings and logbooks.
- (i) Prior to leaving the site, the service technician will ensure system is operational.

2.3 **Unscheduled Repair Response Service**

- (a) The Unscheduled Repair Response Service will respond to reported faults for all Outback Power systems. The service must have the capacity to respond to unscheduled repair requests for any Outback Power system on any given day, including weekends and public holidays. The service is to include:
 - (i) the provision of a telephone service (i.e. a local 1800 landline number) for communities to report faults and lodge requests for repairs;
 - (ii) the capacity to meet all fault reports and repairs in the timeframes as follows;
 - A. respond by telephone within four business hours of initial contact from communities regarding fault report or repair requests.
 - B. commence emergency or urgent on-site repair works within 48 hours (access permitting) if the issue cannot be resolved remotely; and

- C. commence non-urgent on-site repair works within five days (access permitting) if the issue cannot be resolved remotely.
- (iii) provision of experienced, qualified personnel or an approved subcontractor who are able to rectify operational issues, including provision of parts as required an unscheduled repair visit, the Service Provider must:
 - A. notify the community representatives of works being conducted, time on site, and expected power outages;
 - B. rectify all operational issues required to reinstate reliable and safe power supply;
 - C. download all logs and record all meter and gauge readings;
 - D. inspect all equipment (including system cabling and conduit) and the system enclosure for damage or functionality, to identify faults;
 - E. rectify any additional damage or faults identified and ensure any repairs undertaken are recorded appropriately; and
 - F. provide community members with any training and/or education necessary to avert further issues.
- (iv) Unscheduled Repair Response Service works are to be invoiced directly to the Customer.

2.4 Upgrades Service – Planned and Urgent

- (a) The Upgrades Service is a program of work to identify communities which require planned or urgent system upgrades as needed. These communities are identified through the Unscheduled Maintenance visits and the Site Status Summary Reports (see Attachment B for report details).
- (b) These upgrade projects, both urgent and planned, will be scoped with a defined work program and can be tendered through an approved list of subcontractors to achieve best value for money. The work program and quotes are to be reviewed by the Agency and the Agency's Technical Adviser (as required).
- (c) A schedule of works for planned upgrades are to be provided to the Agency for consideration and agreement quarterly. Completed works are to be invoiced directly to the Customer.

2.5 Community and Stakeholder Management

- (a) The Service Provider is to undertake community and stakeholder management services that supports the delivery of Outback Power including;
 - (i) the provision of standardised user-friendly training and operational resources to assist users to operate and troubleshoot assets;
 - (ii) the provision of direct, responsive and culturally appropriate communications with community residents;
 - (iii) Liaison with relevant service providers delivering services into each community as required. This includes, but not limited to;
 - A. Local and regional community essential services providers
 - B. NIAA Regional Offices,
 - C. State and Territory Agencies with responsibility for essential services.

2.6 Transition In and Out Services

- (a) If applicable, it is expected that the successful Tenderer(s) will:
 - (i) cooperate and liaise with the existing provider in respect of the transition in process of the Services, and with a new provider in respect of a transition out process;
 - (ii) use diligent efforts to identify and resolve, or assist the Agency in the resolution of any problems encountered in the timely completion of each transition in task;
 - (iii) assist with the transition of Services from the existing provider, and to a new provider, to ensure a seamless transfer of the services and cause minimum disruption to the remote Indigenous communities; and
 - (iv) provide assistance and advice to the Agency and the existing provider and/or new provider regarding transitioning into delivery of services (if applicable).
- (b) Tenderers must outline their approach to transition service delivery arrangements from the current Service Provider to the Tenderer in a Transition-in Plan and Transition-out Plan.
- (c) The successful Tenderer must provide a final Transition-in Plan within two weeks of Service Agreement execution for the Agency's consideration and approval.
- (d) The successful Tenderer will be expected to provide a Transition-Out Plan outlining their approach to transitioning to the future service provider to the Agency for approval.
- (e) The Transition-Out period will commence at least six months before the end of the Service Agreement period.

2.7 Schedule of Rates

- (a) Completion of the Schedule of Rates sheet at Attachment 6.

2.8 Cost Summary

- (a) Completion of the Cost Summary sheet at Attachment 6.
- (b) During the period of the Service Agreement and on a monthly basis the Service Provider will provide a progressive reporting of costs incurred and earned. Further details of Summary Progress reporting is at 4.1.

2.9 Other Requirements

- (a) The successful Tenderer is responsible for character screening of all employees who will provide services, including subcontractors, partners, and their employees (if used). The character screening services comprising the following:
 - (i) undertaking character screening, including Police Checks, of all individuals working with or in contact with Indigenous community members to deliver services or part of the services prior to any contact with community members;
 - (ii) promptly provide to the Agency satisfactory evidence of the character screening if the Agency requests; and
 - (iii) The successful Tenderer will be responsible for the costs of the character screening.

- (b) The successful Tenderer must ensure before engaging or deploying any employees or subcontractors in relation to any part of the Services that may involve contact with a Vulnerable Person, the Tenderer must;
 - (i) confirm that no Commonwealth, State or Territory law prohibits the person from being engaged in a capacity where they may have contact with a Vulnerable Person; and
 - (ii) comply with all other legal requirements of the place where the Services, or part of the Services, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons.
- (c) The successful Tenderer must ensure that staff working on the project have appropriate Workplace Health and Safety training and skills.
- (d) In Tendering for these services, Tenderers should take into consideration the information contained in the attachments listed below:
 - (i) Attachment A (i) – Outback Power Service Map Run
 - (ii) Attachment A (ii) – Outback Power Community Site Lists
 - (iii) Attachment B – Example Site Status Summary Report
 - (iv) Attachment C – Scheduled Maintenance Tasks Checklist
 - (v) Attachment D – Indicative Spare Parts List
 - (vi) Attachment E – Community Performance Assessment Checklist

3. Timeframes and Milestones

Milestone sequence number	Milestone details	Proposed completion date
1.	Transition-in plan	Two weeks after Execution date
2.	Final Indigenous Participation Plan	Within 2 months of Execution
3.	Commencement of monitoring, maintenance, repairs and asset management of Outback Power renewable energy systems	From Agreed Transition start date to 30 June 2025
4.	Fault Rectification	Within specified timeframes referenced in clause 2.4 (a) (iii)
5.	Program of Works for Scheduled Maintenance and Reliability Works	Bi- annually (February, August)
6.	Program of Works for Upgrades	Bi- annually (February, August)

7.	Scheduled maintenance visit to each remote Indigenous community with Outback Power System	Annually
8.	Transition-out plan	At least 6 months prior to the completion of the Term of the Service Agreement
9.	Final Report	At least 15 days prior to the completion of the Term of the Service Agreement

4. Reports

- (a) During the term of the Service Agreement the Supplier must provide the Customer with reports as set out in the table below:

Report Type	Detailed Description	Due Date
Summary Progress Reports	<p>The Service Provider must provide a Summary Progress Report of all activities undertaken under the key service areas of the Service Agreement;</p> <ul style="list-style-type: none"> - Scheduled Maintenance Service - Reliability Works - Unscheduled Maintenance Service - Upgrades Service - Asset Management Services - Updated financial reporting 	Monthly
Scheduled Maintenance Performance Reports, including Key Performance Indicator Reporting	<p>Scheduled Maintenance Quarterly reports that contain the details of:</p> <ul style="list-style-type: none"> - visits conducted and data entered into the Mainpac Asset Management System. - performance of all systems using data from the Mainpac Asset Management System; - major equipment failures that occurred during the reporting period, and how it was addressed; - details of progress against Indigenous Participation Plan; and - progress against agreed KPIs 	Quarterly
Unscheduled Maintenance Performance Reports	<p>Unscheduled Maintenance Monthly status reports that contain the details of any;</p> <ul style="list-style-type: none"> - visits conducted and data entered into the Mainpac Asset Management System; - maintenance requests detailing; <ul style="list-style-type: none"> - those resolved without a service visit, - service visits including; cost, reason why required, and details of all work conducted 	Monthly

Site Status Summary Reports	<p>Site Status Summary Reports that cover 33% of all Outback Power sites, with details of;</p> <ul style="list-style-type: none"> - Analysis, findings and observations of the annual scheduled maintenance site visit, including; <ul style="list-style-type: none"> - an overview of the energy production - power and energy usage habits - equipment condition, capabilities and remaining life - level of community care and maintenance - Inverter data downloaded during the scheduled maintenance visit, - Findings and observations from unscheduled maintenance site visits, - Unresolved issues or system improvement needs, - Site Priority Metric scoring, a prioritisation of urgent/planned upgrades. 	Annually
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Final Report	<p>The Final report will cover details of;</p> <ul style="list-style-type: none"> - Overview of the Scheduled Maintenance visits and Reliability Works against planned program of works. - Overview of the Unscheduled Maintenance visits that have been completed. - Overview of Upgrades Services that have been completed against agreed program of works. - Overview of the Site Status Summary Reports that have been completed, including a summary of remaining sites that require Upgrades and priority rating. - Summary of Asset Management services, including engagement with key stakeholders. - Outcomes of Indigenous Participation Plan - Overview of any significant service delivery issues, rectification, and any outstanding issues. - Any recommendations to improve service delivery outcomes. 	At least 15 days prior to the completion of the Term of the Service Agreement.
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Schedule 2 – Tender Response Forms

Tenderers must ensure that their Tenders include each of the Tender Response Forms attached to this Schedule 2.

Attachment 1: Tenderer's Details

Tenderers should provide full responses in completing the following information to enable the Agency to clearly identify the entity responding to the RFQ.

Full name of Tenderer:
ABN:
Trading or business name:
Tenderer's Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details): Name: Address: Fax: Email: Phone:
If a company
The registered office:
The principal place of business:
The date and place of incorporation and the Australian Company Number:
Individual shareholders holding 20 per cent or more of any issued share capital:
Any related companies within the meaning of section 50 of the Corporations Act 2001 (Cth):

If a trustee
Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed):
If a partnership
Provide details of the relevant partnership including a copy of the relevant partnership agreement:
Subcontractors
Please include a full explanation of any part of the Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to sububcontract, the services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor.
Government Business Enterprise
Please identify if you are a Government Business Enterprise.
Small and Medium Enterprises (SMEs)
<p>Please identify if you are an SME. Under the Commonwealth Procurement Rules, an SME is an Australian or New Zealand firm with fewer than 200 full time equivalent (FTE) employees.</p> <p>Further to this, please indicate if you have less than 20 FTE employees.</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>

Attachment 2: Tenderer's Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response (refer to paragraphs 5.1(b), 6.1, 7.3(a), 7.4 of this RFQ). Amendments may only be made where necessary to complete the Deed.

DEED POLL

Date: [Insert Date]

By: [Insert full legal name of Tenderer] (Tenderer)

Context

Request for Tender in relation PRC0024187 (RFQ).

Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the RFQ.

Compliance with RFQ

The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with the RFQ.

The Tenderer undertakes that it will continue to participate in the RFQ process in accordance with the RFQ and on the basis of its Tender.

Offer

The Tender constitutes an offer (Offer) to provide the Services on the terms and conditions set out in the Draft Service Agreement, subject to any exceptions noted in its Statement of Compliance with the Draft Service Agreement submitted as part of its Tender, and accordingly is capable of immediate acceptance by the Commonwealth so as to form a binding Service Agreement.

The Offer remains open for acceptance by the Commonwealth for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.

If directed by the Agency, the Tenderer will execute a Service Agreement in the form set out in Schedule 3, subject to any amendments noted in the Tenderer's Statement of Compliance with the Draft Service Agreement, without entering into further negotiation.

To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Service Agreement, the Commonwealth may complete the Service Agreement at its reasonable discretion, and the Tenderer shall execute the resultant Service Agreement.

Confidentiality

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the Agency, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the Agency and which the Agency indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

Ethical Dealing

The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former the Agency officer, employee, Service Agreementor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Agency.

The Tenderer represents that it has not:

- (a) engaged in misleading or deceptive conduct in relation to its Tender or the RFQ process;
- (b) engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFQ process;
- (c) attempted to solicit information from or influence improperly any current or former officer, employee, Service Agreementor or agent of the Agency, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFQ process; or
- (d) otherwise acted in an unethical or improper manner or contrary to any law.

Conflict of Interest

The Tenderer represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFQ, its Tender or the provision of the Services:

[Insert list or, where no conflict exists, write 'none']

The Tenderer undertakes to advise the Agency in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFQ, its Tender or the provision of the Services.

Employee entitlements

The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

Workplace Gender Equality Act 2012

Under Australian Government procurement policy, you are obliged to indicate whether or not your organisation is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). Your organisation is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

☐ Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the Workplace Gender Equality Act 2012.

☐ Yes, I am a relevant employer. I will be providing a current letter of compliance prior to Service Agreement.

☐ No, I am not a relevant employer.

The Tenderer represents the following:

- (a) the Tenderer has had _____ [NIL or specify number] adverse Court or Tribunal decision(s) for a breach of workplace relations law, work health and safety law or workers' compensation law in the two years preceding the date of this RFQ;

Note to Tenderers: in the following paragraphs (b) and (c) strike through whichever option does not apply. If the response to paragraph (a) above is NIL, go to paragraph (d) below.

- (b) the Tenderer has fully complied, or is fully complying, with all penalties or orders arising from any Court or Tribunal decisions;

OR

- (c) the Tenderer has not fully complied with, or is currently not fully complying with _____ [insert number] of the penalties or orders arising from the Court or Tribunal decisions and has provided as part of its Tenderer's response information about each of these penalties ;

Note to Tenderers: Tenderers must provide additional information about each decision declared above. Tenderers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any Court or Tribunal decision, or have not appealed the decision prior to the end of the appeal period.

- (d) the Tenderer understands its obligations under all applicable workplace relations, work health and safety and workers' compensation laws. The Tenderer undertakes that it complies with all of these obligations;
- (e) if at any time prior to entry into a Service Agreement with the preferred Tenderer, any information provided in this Deed changes, the Tenderer agrees to advise the Agency of that change within 7 calendar days.

Compliance with the Indigenous Procurement Policy

The Tenderer declares the following:

- (c) At the Closing Time my organisation is an Indigenous enterprise as defined in the Commonwealth Indigenous Procurement Policy.
- (d) the Tenderer has or has had _____ [NIL or specify number] Service Agreements with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements.
- (e) For the Service Agreements referred to in the item above of this Declaration (if any), the Tenderer has

☐ Fully met

☐ Partially met

☐ Not met

☐ Not applicable as Nil Service Agreements undertaken,

the Indigenous Procurement Policy mandatory minimum requirements

- (f) The Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of the Tender are 50 per cent or more Indigenous owned

Payment Times Procurement Connected Policy

The Tenderer identifies by ticking the relevant boxes below whether or not you are a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PT PCP).

Note: A Reporting Entity means a 'Reporting Entity' within the meaning of the Payment Times Reporting Act 2020 (Cth) (PTR Act).

☐ The Tenderer **is** a Reporting Entity.

☐ The Tenderer **is not** a Reporting Entity.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia

Dated this [insert day] day of [insert month] 202[year]

SIGNED SEALED AND
DELIVERED by [insert name
of Tenderer] by its duly
authorised representative:

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

Attachment 3: Service Delivery

Tenderers should explain in detail how they would provide the Services to meet the high standards required by the Agency, including the procedures and processes it would implement to and manage the provision of the Services. Tenderers are also referred to the Essential Requirements set out in the Statement of Requirement.

Tenderers are required to provide adequate supporting evidence that provides the Agency with sufficient confidence in the Tenderers ability to meet the particular requirement and delivery of the proposed services. Suitable evidence are required to include a model of how the essential requirements will be delivered with the proposed resources and personnel, including any sub-Service Agreement or arrangements.

Attachment 4: Tenderer's Experience

Tenderers should provide details of their past performance and experience in providing services similar to the Services. Tenderers should provide contact details for at least three recent clients of the Tenderer who are prepared to act as referees and a description of the services supplied by the Tenderer to each referee.

Attachment 5: Tenderer's Management Capability and Key Personnel

Tenderers should provide details about their management capability. Tenderers should also provide information regarding any key personnel and/or sub-Service Agreementors who would perform the Services, including the skills, experience and qualifications of those personnel.

Tenders must provide details of how they will manage service delivery with key personnel and/or sub-Service Agreementors providing maintenance and repair work across multiple remote locations across Western Australia, Northern Territory and Queensland.

Attachment 6: Price Schedule

Pricing information and requirements

Submitted prices

Prices submitted by Tenderers must not be altered during the Tender validity period (six months).

All Costs

Prices submitted by Tenderers must include all costs associated with carrying out all matters and doing all things necessary for the due and proper performance and completion of the Service Agreement. These include licence fees, royalty payments and the Services of any advisers, Service Providers, officers and personnel.

Costs to be incurred that the Agency has not specified in the pricing tables below must be included. For the avoidance of doubt, it will be assumed that the Tenderer has informed itself about all aspects of the project.

Prices and GST

Tenderers must indicate the amount of GST to be paid as a separate component of their prices.

Where milestone payments are allowed by the Draft Service Agreement, Tenderers must submit a schedule of proposed payments specifying the amount, the time of any milestone payment, the planned dates for achievement of milestones and showing how they are related to the Tenderer's anticipated work progress and cash flow under the Draft Service Agreement.

The payment proposals will be taken into consideration by the Agency when deriving a common basis for price comparison and evaluation of competing Tenders.

Tenderers may submit an overarching annual cost for services, but must be able to produce a funding breakdown upon request to enable comparison with consortia or subcontracting Tenders.

Electronic Funds Transfer

Australian Government policy requires Australian Government agencies to effect payment to its suppliers via electronic funds transfer direct to suppliers' bank accounts, unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas. The Draft Service Agreement provides that all payments made by the Agency under the Service Agreement will be through electronic funds transfer directly into the Service Provider's bank account. Tenderers must state, in their Tenderer's Declaration, their ability and willingness to comply with this requirement or provide a satisfactory reason for not accepting payment via electronic funds transfer.

Tenderer's Proposed Pricing

Tenderers must provide details of their proposed pricing in the tables below. Both daily and hourly rates must be provided if the rate is calculated by units of time.

Pricing Table 1 – Standard Fees

Full Name of
Tenderer:

(the Tenderer)

Request for tender number: PRC0024187 for provision of Renewable Energy System Maintenance and Asset Management Services in Remote Indigenous Communities.

The prices, fees, rates and charges tendered below are for the supply, provision and performance of the Services required under this RFT.

All tendered prices, fees, rates and charges are inclusive of the GST and of all things necessary and incidental to the conduct of the required Services and the due and proper performance of the agreement with the Agency substantially in the form of the Draft Agreement.

Tenderers must provide a fixed total amount, including all prices, fees, rates, charges, travel, accommodation and incidental expenses for the Services. In respect of that part of the Services relating to ad-hoc visits to remote Indigenous communities to rectify faults and replace (if applicable) damaged or faulty Telephones or components, however, the travel, accommodation and incidental expenses will be agreed on a case by case basis with the Agency prior to each visit and reflect the allowance determined as set out in the relevant table below.

1. Scheduled Maintenance Service and Asset Management Service Schedule of Rates

1.1 In completing this pricing table below Tenderers are to consider the following;

- Costs to undertake Scheduled Maintenance service as well as Reliability Works for each service package run including, labour costs, travel fee, administration fee.
- Costs to undertake Asset Management services for each service package run, including uploading data into Mainpac, reporting to NIAA and Local Resource Agencies, completing Site Status Summary reports.
- Details on each service package runs are found at Attachment Aii.
- Provide an itemised list of costs associated for each service run.
- The details provided by the Tenderer in the table should outline the total cost of the Scheduled Maintenance and Asset Management Services, excluding the cost for parts.
- Costs are to be provided in both GST Exclusive and GST Inclusive amounts.
- The pricing table can be provided in an excel document if required.

Schedule Maintenance Service Run	Scheduled Maintenance Service cost (including provisions for Reliability Works Service).	Asset Management Service cost (including reporting to NIAA and Local Resource Agencies, and Site Status Summary reports)	Comments
C1 Package			
C2 Package			
C3 Package			
C4 Package			
C5 Package			
C6 Package			
C7 Package			
C8 Package			
C9 Package			
C10 Package			
C11 Package			
C12 Package			
Newer communities			
T01 Package			
T02A Package			
T02B Package			
T03 Package			
T04 Package			
T05 Package			
T06 Package			

T07 Package			
T08 Package			
T09 Package			
T10 Package			
T11 Package			
T12 Package			
Newer communities			
Q01 Package			
Q02 Package			
Q03 Package			
Newer communities			
K01 Package			
K02 Package			
K03 Package			
K05 Package			
K06 Package			
K12 Package			
Newer communities			
TOTAL			

2. Cost Summary of Outback Power Activity - 1 July 2022 to 30 June 2025

2.1 In completing this pricing table below Tenderers are to take into consideration;

- (a) Costs to undertake Scheduled Maintenance service as well as Reliability Works for every service package run in each jurisdiction including, labour costs, travel fee, administration fee.
- (b) Costs to undertake Asset Management services for each serviced package run in each jurisdiction, including uploading data into Mainpac, reporting to NIAA and Local Resource Agencies, completing Site Status Summary reports.
- (c) Costs are to be provided in both GST Exclusive and GST Inclusive amounts

Service	Northern Territory	Western Australia	Queensland	National
Asset Management Services	Cost per period:	Cost per period:	Cost per period:	Cost per period:
	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	1 July 2024 – 30 June 2025	1 July 2024 – 30 June 2025	1 July 2024 – 30 June 2025	1 July 2024 – 30 June 2025
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	Total cost for the period 1 Jul 2022 – 30 June 2025	Total cost for the period 1 Jul 2022 – 30 June 2025	Total cost for the period 1 Jul 2022 – 30 June 2025	Total cost for the period 1 Jul 2022 – 30 June 2025
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	\$ (GST Amount)	\$ (GST Amount)	\$ (GST Amount)	\$ (GST Amount)
	\$ (GST Inclusive)	\$ (GST Inclusive)	\$ (GST Inclusive)	\$ (GST Inclusive)

Service	Northern Territory	Western Australia	Queensland	National
Scheduled Maintenance Services	Cost per period:	Cost per period:	Cost per period:	Cost per period:
	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	1 July 2024 – 30 June 2025	1 July 2024 – 30 June 2025	1 July 2024 – 30 June 2025	1 July 2024 – 30 June 2025
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	Total cost for the period 1 Jul 2022 – 30 June 2025	Total cost for the period 1 Jul 2022 – 30 June 2025	Total cost for the period 1 Jul 2022 – 30 June 2025	Total cost for the period 1 Jul 2022 – 30 June 2025
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	\$ (GST Amount)	\$ (GST Amount)	\$ (GST Amount)	\$ (GST Amount)
	\$ (GST Inclusive)	\$ (GST Inclusive)	\$ (GST Inclusive)	\$ (GST Inclusive)
Unscheduled Repair Response Service	Provisional Sum per year: \$200K	Provisional Sum per year: \$80K	Provisional Sum per year: \$40K	Provisional Sum per year: \$320K
	Cost per period (excluding visit rates*):	Cost per period (excluding visit rates*):	Cost per period (excluding visit rates*):	Cost per period (excluding visit rates*):
	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023	1 July 2022 – 30 June 2023
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)
	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024	1 July 2023 – 30 June 2024
	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)	\$ (GST Exclusive)

	1 July 2024 – 30 June 2025 \$ (GST Exclusive)	1 July 2024 – 30 June 2025 \$ (GST Exclusive)	1 July 2024 – 30 June 2025 \$ (GST Exclusive)	1 July 2024 – 30 June 2025 \$ (GST Exclusive)
	Total cost for the period 1 Jul 2022 – 30 June 2025 \$ (GST Exclusive) \$ (GST Amount) \$ (GST Inclusive)	Total cost for the period 1 Jul 2022 – 30 June 2025 \$ (GST Exclusive) \$ (GST Amount) \$ (GST Inclusive)	Total cost for the period 1 Jul 2022 – 30 June 2025 \$ (GST Exclusive) \$ (GST Amount) \$ (GST Inclusive)	Total cost for the period 1 Jul 2022 – 30 June 2025 \$ (GST Exclusive) \$ (GST Amount) \$ (GST Inclusive)

**Outline rates to undertake visits for Unscheduled Repairs Response Services and project management for Upgrades Services (Planned and Unplanned) in the below table.*

(d) **Visit Rates**

In the table below Tenderers are to provide details on the itemised rates which determines visit rate costs and project management fees for Upgrade Services.

Unscheduled Repair Response Services Visit Rates.	<i>Call Out Fee:</i>
	<i>Travel Fee: \$___ per km travelled</i>
	<i>Labour Costs (Hourly rate):</i>
	<i>Parts @ Invoiced Cost + ____% (Admin Fee as a % of cost)</i>
To be paid out of Provisional Sum	

Project Management for Upgrades Services (Planned and Unplanned)	On Cost + ____ % (Admin Fee as a % of cost)
---	---

3. Other

3.1 Tenderers to list any additional expenses in providing services

Item	Cost (GST Exclusive)	GST Amount	GST Inclusive Amount
[Tenderer to insert title and role details where relevant]			
Costs [Tenderer to insert description and rationale, if appropriate]			
TOTAL			

4. Payment Schedule

4.1 It is intended that schedule of payments under the service agreement with the preferred Tenderer will be made in the following manner;

Service	Payment Type
Schedulued Maintenance Service	Upfront Milestone payment
Relaibility Works Service	Upfront Milestone payment
Program Management and Asset Management	Milestone payment
Telephone helpline	Milestone payment

Unscheduled Maintenance Service	Upon invoice for completed works
Upgrades Service	Upon invoice for completed works

- 4.2** The payment schedule will be negotiated with the preferred Tenderer taking into consideration the preferred Tenderer's Tender and the Customers preferred payment approach outlined in 4.1

Attachment 7: Financial Viability Questionnaire

Tenderers should complete the following questionnaire and provide sufficient information to enable the Agency to determine the financial viability of the Tenderer. Tenderers should provide explanations of areas not addressed or items not provided.

Financial Information

	Attached
Audited financial statements including a copy of the auditor's statement	Yes/No
Annual report	Yes/No
Copy of certificate of currency for public liability insurance	Yes/No
Copy of certificate of currency for workers compensation insurance	Yes/No
Copy of certificate of currency for professional indemnity insurance	Yes/No
Details of any petitions, claims, actions, judgements, or decisions, etc. which is likely to adversely affect your performance of the Service Agreement.	Yes/No

The operating entity is:

(Please ~~strike through~~ non-applicable types.)

Sole Trader

Partnership

Association

Company

Trust

Government.

The operating entity has been in business for:

(Please ~~strike through~~ non-applicable periods.)

Less than 12 months

1–2 years

2–4 years

4–6 years

6–8 years

longer than 8 years.

(a) Financial statement summary – A\$

Item	Year to date	Previous financial year	Next to previous financial year
Operating income			
Interest paid			
Net operating income			
Dividends / distributions / drawings paid			
Cash at bank			
Total current / financial assets			
Total assets			

Level of debt			
Total current liabilities			
Total liabilities			
Total equity			

Attachment 8: Statement of Compliance with Draft Service Agreement

Tenderers submit their Tenders on the basis that they comply with all requirements of the RFQ. In the case of the Draft Service Agreement, Tenderers' compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each provision of the Draft Service Agreement including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by the Agency during the RFQ process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any Service Agreement negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms "complies", "does not comply", "partially complies" and "not applicable". These terms have the following meanings:

Complies	means that the Tenderer will comply without amendment
does not comply	means that the Tenderer will not comply without amendment
partially complies	means that the Tenderer will comply partially and that some amendment is required
not applicable	means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees).

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example 'Paragraphs 3.1 to 3.15 – Does Not Comply', or 'Schedule 1 - Complies'.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

- (f) specific reasons for the partial or non-compliance; and
- (g) specific language of any proposed amendments, including any deletions or additional provisions.

Tenderers should also include in their compliance statement any request that information be treated as confidential following the award of a Service Agreement to it.

The Agency will only keep information contained in, or obtained or generated in performing, any Service Agreement entered into with the successful Tenderer confidential in accordance with the terms of the Service Agreement. Tenderers should include below any request for such information to be treated as confidential following the award of Service Agreement to it.

In considering whether to agree to keep information confidential under any resultant Service Agreement, the Agency will have regard to the matters covered by, and criteria noted in the 'Buying for Australian Government' website maintained and updated by the Department of Finance from time to time, (accessible at <https://www.finance.gov.au/government/procurement/buying-australian->

government/confidentiality-throughout-procurement-cycle). The following format should be used in completing the compliance statement:

Compliance with Draft Service Agreement

Paragraph/schedule /attachment	Nature of compliance	Proposed wording of any amendment to the provision

Request to keep Information Confidential

(a) Information contained in Service Agreement:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

(b) Information obtained or generated in performing Service Agreement:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

Attachment 9: Declaration of Compliance with the Building Code

Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016

1. In this Declaration of Compliance:

ABCC	means the body referred to in subsection 29(2) of the Act.
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
Building Code	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at https://www.legislation.gov.au/Details/F2017C00668 .
Building Contractor	has the same meaning as in the Act.
Building Industry Participant	has the same meaning as in the Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Enterprise Agreement	has the same meaning as in the <i>Fair Work Act 2009</i> .
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Works	means the Commonwealth Funded Building Work that is the subject of this Request for Tender.

Name of Commonwealth project: _____

Name of Tenderer, ABN and ACN: _____

2. The Tenderer confirms that it has complied with the Building Code in preparing its tender.
3. The Tenderer acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Tenderer, in relation to the Works.
4. The Tenderer undertakes to ensure that it and its subcontractors that it subcontracts any of the Works to, should it be the successful Tenderer, comply with the Building Code.
5. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
6. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it will:
 - (a) not enter into a subcontract with a subcontractor who:
 - (i) is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (ii) is subject to an Exclusion Sanction;
 - (iii) unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a state or territory government; and
 - (b) only enter into a subcontract where:
 - (i) the subcontractor undertakes to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ii) the subcontractor undertakes to comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works;
 - (iii) the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code;
 - (iv) the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code; and
 - (v) the subcontractor has advised, prior to entering into a contract with the Tenderer whether the subcontractor has, within the preceding three year period;

- (A) had an adverse decision direction or order made by a court or tribunal for a breach of a designated building law, work health and safety law or the Migration Act 1958; or
 - (B) been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) or owed any unsatisfied judgement debts (including by any related entity) to a building contractor or building industry participant; and
 - (vi) the subcontractor has agreed to update the advice referred to in 1.1.6(b)(v) every six months for the duration of the contract between the Tenderer and the subcontractor.
7. The Tenderer declares that it has provided all of the further information required by Attachment 10: Information on Compliance with the Building Code.
8. The Tenderer declares that:
- (a) it, and its Related Entities, are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (b) it is not subject to an Exclusion Sanction;
 - (c) it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order;
 - (d) it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should it be the successful Tenderer; and
 - (e) it has provided as part of its tender a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code.
9. The Tenderer agrees that the Tenderer and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to produce a specified document within a specified period, in person, by fax or by post.
10. The Tenderer will ensure that the Tenderer and its related entities permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to have access to records and to the related entities' and subcontractors' premises (to inspect and copy records), as is necessary to ensure that the subcontractors and consultants and related entities are complying with the Code.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia

Dated this [Insert day] day of [Insert month] and [Insert year]

SIGNED SEALED AND
DELIVERED by [Insert name
of Tenderer] by its duly
authorised representative:

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

Attachment 10: Information on Compliance with the Building Code

Section One

Tenderers must provide the following information as part of their Declaration of Compliance. This information can either be set out in this table or in an annexure to this Attachment and the Declaration of Compliance.

Item	Requirement	Compliance
1	Does the Tenderer, or its Related Entities, have an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code?	Yes /No Details: complete section two of this Attachment A and attach the required evidence according to the Tenderer's situation. Refer to the ABCC's 'eligibility to tender' webpage at https://www.abcc.gov.au/building-code/eligibility-tender for further information.
2	Is the Tenderer excluded from performing Building Work funded by a state or territory government? If so, the Commonwealth reserves the right to exclude the Tenderer from further consideration.	Yes/No Details:
3	Does the Tenderer positively commit to the provision of appropriate training and skills development for their workforce, and, if so, what evidence can the Tenderer supply in relation to this (for example, evidence of its compliance with any state or territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)?	Yes/No Details:
4	How many current apprentice and trainee employees are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:
5	How many and what classes of persons that holder visas under the Migration Act 1958 are engaged or intended to be engaged by the [Respondent/Tenderer] to undertake the Works?	Details:

6	Has the Tenderer within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the <i>Migration Act 1958</i> ?	Yes / No
		Details:
7	Has the Tenderer or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?	Yes / No
		Details:
8	Has the Tenderer or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?	Yes / No
		Details:
9	To what extent does the Tenderer intend to use domestically sourced and manufactured building materials to undertake the Works?	Details:
10	What is the Tenderer's assessment of the whole-of-life costs of the project to which the Works relate?	Details:
11	What does the Tenderer consider the impact on jobs will be of the project to which the Works relate?	Details:
12	Does the Tenderer consider that the project to which the Works relate will contribute to skills growth?	Yes/No

Where the Tenderer proposes to subcontract an element of the project, the Tenderer should provide:

- (a) the information detailed in Items 1 and 4 above in relation to each contractor; or
- (b) how the Tenderer intends to ensure each subcontractor complies with the Code and Guidelines.

Section Two

Does the Tenderer, or its Related Entities, have an enterprise agreement(s) made or varied (in accordance with section 207 of the Fair Work Act 2009) on or after 25 April 2014 that cover the Tenderer or its Related Entities in respect of building work?

No - The Tenderer must attach Self-Declaration A

Yes - The Tenderer must attach the ABCC Letter of Compliance or Self-Declaration that relates to the project being tendered; and

The Tenderer must list all enterprise agreements made or varied (in accordance with section 207 of the *Fair Work Act 2009*) on or after 25 April 2014 that cover the Tenderer or its Related Entities in respect of building work.

<i>Name of entity covered by the enterprise agreement</i>	<i>Title of enterprise agreement that covers the Tenderer/Respondent or its Related Entities in respect of building work</i>	<i>Date made or varied (in accordance with section 207 of the Fair Work Act 2009)</i>	<i>Fair Work Commission Reference</i>	<i>Does the entity have an ABCC Letter of Compliance (Determination*¹) in relation to the agreement</i> YES/NO	<i>If NO</i> <i>Is the entity entitled to an exemption** outlined in Schedule 5 of the Building Code 2016 in relation to the enterprise agreement</i>

*Schedule 5(1)(1)(b) and (c) provide that subsection 11(1) and (3), 11A(1) and 15(1) do not apply in relation to an enterprise agreement made before 2 December 2016 that covers a building contractor, a building industry participant, or a related entity of a building contractor or building industry participant, to the extent that the requirements in those subsections must be met for the purposes of:

- a. the awarding, before 29 November 2018, of building work relating to an expression of interest or tender lodged by the contractor or participant in the period beginning on 2 December 2016 and ending at the commencement of the Building and Construction Industry (Improving Productivity) Amendment Act 2017 (the Amendment Act commencement); or
- b. the undertaking of building work referred to in paragraph (a).

**Schedule 5(1)(1)(2)(a) provides that subsections 11(1) and 11(3) and 15(1) do not apply in relation to an enterprise agreement that covers a building contractor, a building industry participant, or a related entity of a building contractor or building industry participant, if:

- a. the enterprise agreement :
 - i. was made before 2 December 2016; and
 - ii. applies to the contractor, participant or related entity in respect only of building work relating to an expression of interest or tender lodged by the contractor or participant before 2 December 2016

¹ Transitional ABCC Letters of Compliance for enterprise agreements made before 2 December 2016 are no longer valid. Funding entities can identify when a Letter of Compliance is a transitional Letter of Compliance because it states the contractor is eligible to tender until 29 November 2018.

Attachment 11: WHS Accreditation Scheme Compliance

Tenderers should indicate whether they are accredited under the Work Health and Safety Accreditation Scheme (WHS Scheme).

Tenderers should provide details of their accreditation status; including the expiry date of accreditation or evidence that accreditation is being sought under the WHS Accreditation Scheme.

The WHS Accreditation Scheme is established under the *Building and Construction Industry (Improving Productivity) Act 2016* and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019*.

Attachment 12: Indigenous Participation Plan

Tenderers should provide details about their experience of culturally-appropriate engagement and stakeholder relationships with remote Indigenous communities, and details their history of Indigenous employment and supplier use. Tenders should demonstrate their ability to develop an Indigenous Participation Plan that outlines strategies for engaging, recruiting and maintaining at a minimum 8% Indigenous employment and or engagement of Indigenous enterprises over the life of the Service Agreement period.

Indigenous Participation Plan - Template Tender Response Form

Note to Tenderers:

Each Tenderer must submit an Indigenous Participation Plan with its Tender. The Indigenous Participation Plan should address:

- (a) How the Tenderer intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;
 - i. the Tenderer's current rate of Indigenous employment and Indigenous supplier use;
 - ii. the Tenderer's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in the Indigenous Procurement Policy; and
 - iii. how the Tenderer will ensure that its provision of Goods and/or Services will deliver significant Indigenous employment or Indigenous supplier use outcomes in Remote Areas.
- (b) The mandatory minimum requirements can be met at:
 - i. the Service Agreement-based level (see clause (c) below); or
 - ii. the organisation-based level (see clause (d) below).
- (c) To meet the mandatory minimum requirements at the Service Agreement-based level, by the end of the Initial Term of the Service Agreement:
 - i. at least 8 per cent of the full time equivalent Australian-based workforce deployed on the Service Agreemented project must be Indigenous Australians, on average over the Initial Term of the Service Agreement; or
 - ii. at least 8 per cent of the value of the work performed under the Service Agreement must be subcontracted to Indigenous enterprises, over the Initial Term of the Service Agreement; or
 - iii. a minimum percentage of the full time equivalent Australian-based workforce deployed on the Service Agreemented project on average over the initial term of the Service Agreement must be Indigenous Australians, and a minimum percentage of the value of the work performed under the Service Agreement must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 8 per cent, over the Initial Term of the Service Agreement.

(d) To meet the mandatory minimum requirements at the organisation-based level, by the end of the Initial Term of the Service Agreement:

- i. at least 7per cent of the full time equivalent Australian-based workforce of the Service Agreementor must be Indigenous Australians, on average over the Initial Term of the Service Agreement; or
- ii. at least 7 per cent of the value of the Service Agreementor's Australian supply chain must be subcontracted to Indigenous enterprises, over the Initial Term of the Service Agreement; or
- iii. a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians on average of the initial term of the Service Agreement, and a minimum percentage of the value of the Service Agreementor's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to 7 per cent over the Initial Term of the Service Agreement.

(e) The mandatory minimum requirements can be met directly or through subcontract Agreements.

(f) The successful Tenderer's Indigenous Participation Plan will be attached to the resultant Service Agreement, and the successful Tenderer will be required to comply with and report against the Indigenous Participation Plan during the Term.

INDIGENOUS PARTICIPATION PLAN

[INSERT NAME OF TENDERER]

1. This is an Indigenous Participation Plan submitted as part of the Tenderer in response to [INSERT RFQ NUMBER] (**RFQ**).
2. If selected as the Contractor following evaluation of Tenders received in response to the RFQ, the Tenderer will meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy:

at the contract-based level, in which regard at least:

- ___[INSERT] percentage of Tenderer's full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the Initial Term; and
- ___[INSERT] percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the Initial Term; or

at the organisation-based level, in which regard at least:

- ___[INSERT] percentage of Tenderer's full time equivalent Australian-based workforce will be Indigenous Australians over the Initial Term; and
- ___[INSERT] percentage of the value of Tenderer's Australian supply chain will be subcontracted to Indigenous enterprises over the Initial Term.

Note to Tenderers: Select which option(s) apply based on the requirements set out in clauses (b), (c) and (d) in the Note to Tenderers above.

3. To meet the mandatory minimum requirements on and from 1 July 2016 for the purposes of the Indigenous Procurement Policy, Tenderer will undertake the following Tender to insert details of how it will meet the mandatory minimum requirements (which may include details of its current workforce / supply chain) at either / both the contract / organisation level and how it will go about meeting the requisite percentages to meet the mandatory minimum requirements. Tenderers should note that the mandatory minimum requirements are averages over the Initial Term of any resultant Contract, and will accordingly need to detail their approach to achieving the specified targets over the Initial Term):

4. Tenderer's rate of Indigenous employment and Indigenous supplier use as at [Tender Closing Date] is:

5. Tenderer demonstrates its commitment to Indigenous participation as follows:

6. Tenderer will meet the mandatory minimum requirements:
directly; or
through subcontracts.

Tenderer to detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.

Note to draft: Include the following where a component of any resultant Contract will be delivered in a Remote Area.

Remote Area Contracts

7. A component of any resultant Contract will be delivered in Remote Areas. Tenderer proposes to ensure the Contract will deliver a significant Indigenous employment or Indigenous supplier use outcome in Remote Areas as follows:

Schedule 3 – Service Agreement

The Draft Service Agreement has been made available as a separate document to this RFQ.



Centre for Appropriate Technology

Scheduled Maintenance Service Runs July 2022



Attachment A(ii)

SITE NO.	COMMUNITY NAME	COMMUNITY COORDINATES		System	71 sites
		Latitude	Longitude		
C01					
C01-002	16 Mile (McLeans 14 mile)	-23.52	133.83	Non-Bushlight	
C01 -003	16 Mile - McLeans House (14 Mile)	-23.52	133.83	Non-Bushlight	
C01-006	Burt Creek	-23.20	133.75	Non-Bushlight	
C01-015	Gillen Bore - Brauns	-23.065	133.694	Non-Bushlight	
C01-015	Gillen Bore Golders	-23.07	133.69	Bushlight	
C01-017	Harry Creek North	-23.26	133.77	Bushlight	
C01-018	Harry Creek South	-23.26	133.77	Bushlight	
C01-019	Sandy Bore	-23.31	134.07	Bushlight	
C01-024	Thakaperte (Hamilton Downs)	-23.54	133.63	Non-Bushlight	
C02					
C02-003	John Hollan North	-24.34	133.72	Bushlight	
C02-005	Mt Peachy - H2 Dinghy's house	-24.39	133.87	Bushlight	
C02-006	Mt Peachy - H3 Donna's house	-24.39	133.87	Bushlight	
C02-007	Oak Valley	-24.38	133.93	Non-Bushlight	
C02-008	Pwerte Marntemarnte (John Holland Sth)	-24.37	133.72	Non-Bushlight	
C02-009	Walkabout Bore - Main System	-24.38	133.82	Non-Bushlight	
C02-010	Walkabout Bore - Denis's house	-24.38	133.82	Non-Bushlight	
C03					
C03-001	Akanta # 5	-24.52	132.82	Bushlight	
C03-002	Lilia	-24.30	131.60	Non-Bushlight	
C03-003	Ukaka	-24.59	132.37	Bushlight	
C03-004	Ulpanyali	-24.23	131.50	Bushlight	
C03-005	Wanmarra	-24.39	131.80	Bushlight	
C04					
C04-001	Angkerle Arrenge A NO. 1	-23.75	133.48	Non-Bushlight	

C04-002	Angkerle Arreng A NO. No.2	-23.75	133.48	Non-Bushlight
C04-003	Angkerle Arreng B - Stanley Chasm	-23.74	133.48	Non-Bushlight
C04-004	Iteyepintye	-23.76	133.60	Non-Bushlight
C04-005	Kwale Kwale H8	-23.77	133.56	Bushlight
C04-006	Mt Undoolya	-23.75	134.12	Bushlight
C04-007	Panel Well - House 2	-23.37	134.79	Bushlight

C05

C05-001	Alatyeye	-23.10	134.22	Bushlight
C05-002	Foxalls Well	-23.07	134.82	Non-Bushlight
C05-003	Foxalls Well H4	-23.07	134.82	Non-Bushlight
C05-004	Ilperle	-22.92	135.71	Bushlight
C05-005	Irrerlire (No.5)	-22.85	135.13	Bushlight
C05-006	Mt Eagle Beak - Nth Camp	-22.96	135.20	Bushlight
C05-008	Urlampe Community B12-48	-22.49	137.74	Bushlight

C06

C06-001	10 Mile - Tanami	-22.467	132.377	Non-Bushlight
C06-002	Arrunge	-22.50	132.28	Non-Bushlight
C06-003	Illya Pinu (Dons Bore)	-22.26	131.92	Bushlight
C06-004	Karrinyarra	-22.66	131.88	Bushlight
C06-005	Mt Dennison	-22.13	132.08	Bushlight
C06-006	Mt Theo	-21.34	131.37	Bushlight
C06-007	Pulardi	-22.56	132.38	Bushlight

C07

C07-002	Atji Creek	-23.40	131.98	Non-Bushlight
C07-003	Mbungbara	-23.29	132.36	Non-Bushlight
C07-004	New Bore	-23.22	131.33	Bushlight
C07-005	Town Bore	-23.35	132.06	Non-Bushlight
C07-006	Warren Creek	-23.27	131.18	Bushlight

C08

C08-001	Angula	-22.45	134.21	Bushlight
C08-002	Mulga Bore	-22.45	134.21	Bushlight
C08-003	Welere	-22.02	135.19	Non-Bushlight

C09

C09-001	10 Mile - Palpang	-20.406	134.759	Bushlight
C09-003	Ankelewelengkwe (Angulia)	-21.60	133.76	Non-Bushlight
C09-004	Hatches Creek	-20.85	135.21	Bushlight
C09-005	Ileparratye (Woods Camp)	-22.00	133.43	Bushlight
C09-006	Jemelke	-21.53	133.87	Non-Bushlight
C09-007	Junkaji	-20.45	134.15	Non-Bushlight
C09-008	Kalinjarri	-20.40	134.37	Non-Bushlight
C09-011	Murtulki	-19.92	130.39	Non-Bushlight
C09-012	Nguyarramini	-20.09	134.39	Bushlight
C09-013	Petyale	-22.00	133.43	Bushlight

C10

C10 - 001	Blue Bush	-19.02	133.74	Bushlight
C10 - 003	Kalumpurlpa	-19.00	133.92	Non-Bushlight
C10 - 004	Mungalawarru	-19.38	133.60	Bushlight

C11

C11 - 001	Connells Lagoon	-18.89	136.55	Bushlight
C11 - 003	Likkarpata	-19.34	134.54	Bushlight
C11 - 006	Wogyala	-19.01	135.18	Non-Bushlight
C11 - 007	Wunara	-19.99	136.62	Non-Bushlight

C12

C12 - 002	Ipolera	-23.99	132.37	Bushlight
C12 - 007	Luntharra	-23.74	132.04	Non-Bushlight
C12 - 010	Undarana 1	-23.76	132.13	Non-Bushlight
C12 - 011	Undarana 2 - UMRW	-23.76	132.13	Non-Bushlight

Attachment A(ii)

SITE NO.	COMMUNITY NAME	COMMUNITY COORDINATES		System	57 sites
		Latitude	Longitude		
T01					
T01 - 001	Balma	-13.25	135.85	Bushlight	
T01 - 002	Barrkira	-12.02	136.46	Bushlight	
T01 - 003	Bawaka H2	-12.53	136.76	Bushlight	
T01 - 004	Bawaka H1	-12.53	136.76	Bushlight	
T01 - 005	Birany Birany	-12.82	136.48	Bushlight	
T01 - 007	Gurumurru	-12.59	136.23	Bushlight	
T01 - 008	Gutjangan	-12.08	136.81	Bushlight	
T01 - 009	Mapuru	-12.25	135.44	Non-Bushlight	
T01 - 010	Mata Mata	-12.08	136.27	Bushlight	
T01 - 011	Mirrnatja	-12.66	135.19	Bushlight	
T01 - 012	Mt Catt	-13.80	134.43	Bushlight	
T01 - 013	Raymangirr	-12.34	136.00	Bushlight	
T01 - 014	Rorruwuy	-12.20	136.30	Bushlight	
T01 - 015	Nyinyikay	-12.21	136.229	Non-Bushlight	
T01 - 016	Gawa	-11.76	135.905	Non-Bushlight	
T01 - 017	Banthula	-11.836	35.874	Non-Bushlight	
T02A					
T02A - 001	Buluhkaduru	-12.44	134.42	Bushlight	
T02A - 002	Galawdjapin	-12.29	134.82	Bushlight	
T02A - 003	Garandjirr	-12.28	135.02	Non-Bushlight	
T02A - 005	Murrungga	-11.92	135.07	Non-Bushlight	
T02B					
T02B - 001	Ji-Benna	-12.14	134.53	Bushlight	
T02B - 002	Ji-Malawa	-12.12	134.67	Bushlight	
T02B - 003	Ji-Marda	-12.06	134.62	Bushlight	

T03

T03 - 002	Kewulyi	-14.93	134.01	Bushlight
T03 - 003	Wandu	-14.22	135.56	Bushlight
T03 - 004	Wumajbarr	-14.17	135.69	Bushlight
T03 - 005	Wuyagiba	-14.62	135.52	Bushlight

T04

T04 - 003	Yenbakwa	-14.22	136.46	Bushlight
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T05

T05 - 001	Budjanga	-16.18	136.77	Non-Bushlight
T05 - 005	Minyalini - Bobby Pluto House (Campbells)	-16.09	136.19	Bushlight
T05 - 006	Sandridge H1	-16.04	136.35	Bushlight
T05 - 007	Sandridge H2 - Blue House	-16.04	136.35	Non-Bushlight
T05 - 008	Wada Warra	-15.75	136.25	Bushlight

T06

T06 - 002	Garrinjini H3	-16.67	135.65	Non-Bushlight
T06 - 003	Garrinjini H1 & H2	-16.67	135.65	Non-Bushlight
T06 - 004	Goolminyini - Devil Springs - William Coolwell	-16.16	136.10	Non-Bushlight
T06 - 005	Wurlbu	-16.07	136.28	Non-Bushlight

T07

T07 - 001	Babungi - Blue House	-15.74	136.98	Non-Bushlight
T07 - 002	Mooloowa	-15.59	136.99	Bushlight
T07 - 004	Wathunga	-15.69	136.69	Non-Bushlight
T07 - 005	West Island / Mumathumburru	-15.64	136.50	Non-Bushlight

T08

T08 - 002	Paradise Farm	-12.94	132.53	Bushlight
T08 - 003	Patonga Airstrip	-12.95	132.57	Bushlight
T08 - 004	Patonga Homestead	-12.96	132.58	Bushlight

T08 - 005	Spring Peak	-12.96	132.45	Bushlight
T09				
T09 - 001	Djarrung	-14.78	131.54	Non-Bushlight
T09 - 002	Fitzroy Station	-15.56	130.93	Bushlight
T10				
T10 - 003	Paru H1 Walter Charly	-11.75	130.65	Non-Bushlight
T10 - 004	Paru H7 Jeff	-11.75	130.65	Non-Bushlight
T10 - 005	Putjamirra	-11.22	130.37	Non-Bushlight
T11				
T11 - 005	Bulgu H8 (Will Hewitt)	-13.08	130.12	Non-Bushlight
T11 - 006	Bulgul H7 (Cathy Burbur)	-13.08	130.12	Non-Bushlight
T11 - 007	Pandayal	-13.06	130.55	Non-Bushlight
T11 - 008	Walangurminy (Mt. Finniss)	-12.97	130.78	Non-Bushlight
T12				
T12 - 002	Kelerrk H2	-13.96	130.33	Non-Bushlight
T12 - 003	Sabina	-13.86	129.93	Non-Bushlight
T12 - 004	Uminyuluk H1	-13.83	130.05	Non-Bushlight

Attachment A(ii)

SITE NO.	COMMUNITY NAME	COMMUNITY COORDINATES		System	31 sites
		Latitude	Longitude		
K01					
K01 - 001	Balgarri	-16.54	128.36	Non-Bushlight	
K01 - 003	Dingo Spring	-16.01	128.93	Bushlight	
K01 - 004	Galburang	-15.89	128.93	Bushlight	
K01 - 005	Geboowama	-15.93	128.77	Bushlight	
K01 - 006	Jimbilum	-15.87	128.70	Bushlight	
K01 - 007	RB River	-17.04	128.89	Bushlight	
K01 - 008	Molly Springs	-15.821	128.470	Non-Bushlight	
K01 - 009	Cockatoo Springs	-15.947	128.952	Non-Bushlight	
K01 - 010	Wuggubun	-15.955	128.379	Non-Bushlight	
K02					
K02 - 001	Balginjirr	-17.90	123.79	Bushlight	
K02 - 003	Galamanda	-17.76	125.40	Bushlight	
K03					
K03 - 001	Bedunburru (Bidan)	-17.64	123.17	Bushlight	
K03 - 002	Chile Creek	-16.53	122.87	Bushlight	
K03 - 003	Djugarargyn	-16.80	122.87	Bushlight	
K03 - 004	Gnylmarung	-16.86	122.55	Bushlight	
K03 - 005	Goombaragin - Goonjarr Goonyool	-16.78	122.61	Bushlight	
K03 - 006	Goombaragin	-16.78	122.66	Bushlight	
K03 - 008	Maddarr	-16.82	123.16	Bushlight	
K03 - 009	Munget	-16.80	122.62	Bushlight	
K03 - 010	La Djadarr	-16.882	123.149	Non-Bushlight	
K03 - 011	Budgarjook (Red Soil)	-17.017	122.521	Non-Bushlight	
K04					
K04 - 001	Larinyuwar (Cone Bay)	-16.49	123.66	Bushlight	
K05					
K05 - 003	Wanamulyandong	-18.75	121.89	Bushlight	
K06					
K06 - 001	Bawoorrooga	-18.76	126.12	Bushlight	
K06 - 002	Jilariya	-18.53	127.33	Bushlight	
K06 - 004	Lamboo Station	-18.46	127.35	Bushlight	
K06 - 005	Mimbi	-18.73	126.06	Non-Bushlight	
K06 - 006	Mingalkala	-18.69	126.16	Bushlight	
K06 - 007	Violet Valley	-17.22	128.01	Bushlight	
K06 - 008	Bow River	-16.87024	128.1854	Bushlight	
K12					
K12 - 001	Tirralintji	-17.20	126.44	Bushlight	

Attachment A(ii)

SITE NO.	COMMUNITY NAME	COMMUNITY COORDINATES		System	17 sites
		Latitude	Longitude		
Q01					
Q01 - 002	Gubbangurru	-16.60	139.24	Bushlight	
Q01 - 003	Gunbah	-16.56	139.42	Bushlight	
Q02					
Q02 - 001	Baas Yard	-15.11	141.77	Bushlight	
Q02-003	Glengarland	-14.85	143.28	Bushlight	
Q02-004	Penkelthen	-14.95	141.66	Bushlight	
Q02 - 005	Scrubby Bore	-15.50	141.75	Bushlight	
Q02 - 006	Warpaant	-14.90	141.69	Bushlight	
Q02 - 007	Strathgordon	-14.794	142.4	Non-Bushlight	
Q02 - 008	Wathanhiin	-13.698	141.552	Non-Bushlight	
Q03					
Q03 - 002	Burru H1	-16.05	145.30	Non-Bushlight	
Q03 - 003	Burru H2	-16.05	145.30	Non-Bushlight	
Q03-006	Kulpa	-13.75	141.88	Bushlight	
Q03 - 007	Moojeeba (Port Stewart)	-14.06	143.66	Bushlight	
Q03 - 008	Pennefather Ranger Base	-12.24	141.72	Bushlight	
Q03 - 009	Puntimu	-14.05	143.29	Bushlight	
Q03 - 010	Silver Plains (Maramba)	-13.98	143.55	Bushlight	
Q03 - 011	Theethinji (Port Stewart)	-14.37	143.66	Bushlight	

SITE STATUS SUMMARY REPORT
EXAMPLE – STANDARD OF REPORTING REQUIREMENTS



SOLAR HYBRIDS
34 Smallwood St, Underwood Qld 4119
ABN 45 610 402 554



FOI/2324/057

Report Particulars

Project Name:	Outback Power Site Status Summary Reports
Client:	
Document Name:	
Author:	
Relevant Qualifications:	
Clean Energy Council Accreditation#	
Selectronic accreditation#:	
SM Site Report used:	
SM Site Visit performed by:	
Inverter Detailed Data Analysis period:	

Revision Control		
Version No.	Date	Description
Template PS1 V1	-	Template Doc used for this report
Ver 1		Initial Version for review by client

Approved for issue by:	
Approved on:	





Report Summary

Site Priority Metric Score
185

SAPS Equipment Remaining Life:

Item	Make	Model	Qty	Condition / Failure Descriptor
<u>PV modules</u> DC coupled AC coupled	BP Solar	BP3165J	80	Fair
SC Solar Charge Controller	Magellan	024-SCC120-100	1	Excellent
AC Solar Inverter	N/A	N/A	N/A	N/A
Master Inverter	Selectronic	PS1 RAPS 12/120	1	End of life
Battery bank	Sonnenschein	A602/1700	60	End of life
Number of unscheduled maintenance visits in last 2 years:			3	Poor
Number of system outages in last 60-day inverter data analysis:			3	Poor

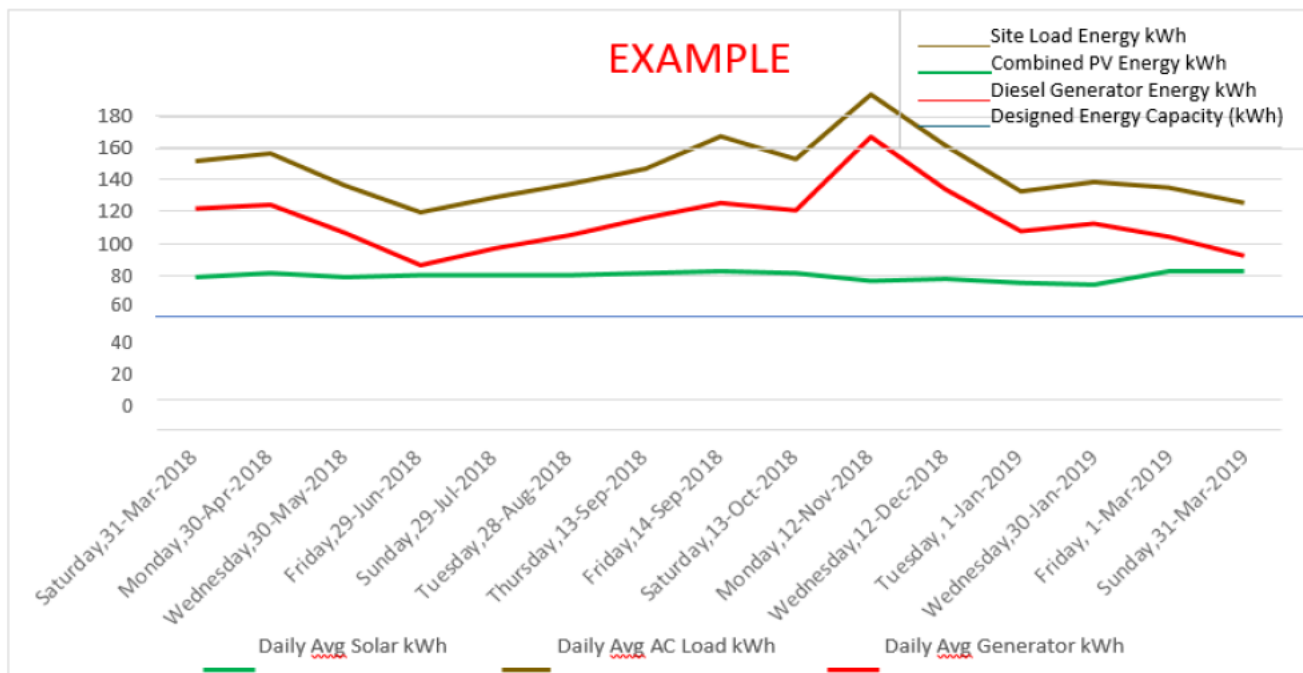
SAPS Equipment Capability:

Test	Result		Score
PV Energy Capability Test - The System's Designed Renewable Energy Generation Capacity compared with site usage during high site occupancy / peak usage periods:	36%		FAIL
Master Inverter Capability Test – Max site load power as a percentage of the Selectronic Master Inverter continuous power output capability:	62%		PASS
Master Inverter Data Capability Test – Inverter's capability to store large amounts of performance data:	Fair		PASS
Battery Capability Test - Battery bank is capable of providing one full night of autonomy during peak energy usage periods (assuming any external faults relating to the battery bank are rectified):	No		FAIL

Site Appreciation, Occupancy and SAPS Usage:

Test	Result		Score
Generator usage excessive:	YES	✓	N/A
Average Historical Site Load Energy Usage compared with the System's Designed Renewable Energy Generation Capacity:	191%	✓	Excellent
Site Occupancy Time (as a % portion of the year):	100%	✓	Excellent
Site Occupancy Level (as a % usage of the Designed Renewable Energy Generation Capacity when the site is fully occupied):	276%	✓	Excellent
Level of SAPS Community care and site maintenance:		✓	Excellent

Site Load Energy Usage versus Diesel & Solar Energy Generation (kWh) Graph:



Major Observations, Comments, and recommendations

In addition to any comments and recommendations from the SM Site Report and any Unscheduled Maintenance Visits (copied further in this report), the following major observations, comments, and recommendations are a result of the SAPS analysis detailed in this report:

1. The PV Energy Capability Test has revealed that the site energy usage at all periods of the year greatly exceeds the Renewable Energy Generation Capacity that the system was designed to provide; thus the diesel consumption is considerably high. As mentioned in the Unscheduled Maintenance visit of DD/MM/YYYY: "the generator is starting and running during the day due to site load. Unless the Community actively reduces its loading on site, the generator will continue to start and run. It was also noted that every house had an air-conditioning installed".
2. The total peak PV power is hitting maximums of ~ 7.8kW; this is very low when considering the peak PV array is 13.2kW. This is most likely due to age (the SM Report mentions that some cells are browning). A possible augmentation of the PV capacity should therefore be considered.
3. Excessive Battery Bank temperatures: From the SM Site Report Battery Field Test Voltages, the cell's voltages are showing poor uniformity. In addition, the Battery temperatures are poor; in April there are tops of 38 degrees and the minimum is 30 degrees. Considering these are Autumn temperatures, this will have a detrimental effect on the lifespan of the battery bank. Consideration should be given to improving the natural ventilation of the SAPS shed (mechanical ventilation for eg).
4. Due to the excessive temperatures plus age, the battery bank is now considered to be at End of Life. The battery bank is no longer capable of providing one full night of autonomy during peak energy usage periods. The Master Inverter is also at its End of Life.
5. Due to the high Site Priority Metric Score and the reasons above, this site would be a good candidate for a UMRW.

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Acronyms

A	Symbol for Amperes (also known as amps) – a measurement of electric current
AS3000	Australian Standards – Wiring Rules
AS3598.1	Australian Standards – Energy Audits Part 1 - Commercial Buildings
AS4086.2	Australian Standards – Secondary batteries for use with stand-alone power systems – Installation and maintenance
AS4509.2	Australian Standards – Stand Alone Power Systems – System Design
AS5033	Australian Standards – Installation and Safety Requirements for Photovoltaic (PV) Arrays
AS5139	Australian Standards - Electrical Installations – Safety of battery systems for use with power conversion equipment
AS31000	Australian Standards – Risk Management
AC	Alternating current
CEC	Clean Energy Council
CFL	Compact Fluorescent Light
DB	Distribution board – an electrical switchboard that distributes electricity to a building or part there of
DC	Direct current
DOD	Depth of Discharge of batteries – how much energy is used from a battery or Battery Bank before it is recharged
EMU	Energy Management Unit – An electronic device used to program a maximum allowable daily energy consumption on a particular building
GHG	Greenhouse Gas – primarily Carbon Dioxide (CO ₂) but may also include NO _x and other gases; the by-product of fossil fuel consumption
GPO	General Purpose Outlet or socket outlet for general connection of electrical equipment
IP	Ingress Protection – an industry standard numerical rating for electrical equipment
kVA	Kilo-volt-amps – a measure of the complete apparent power used by electrical loads, taking into account any imbalance between the current and the voltage of the load
kW	Kilo-watt – a measure of the true power used by a load that does not take into account any current-voltage imbalance
kWh	Kilo-watt-hour – a measure of the energy used by a load, which is a function of kW and time
kWp	Kilo-watt peak – refers to the maximum peak power from a PV array
LV	Low Voltage; defined as equal to or greater than 120V DC, or 50V AC
MSB	Main Switch Board – the primary interface between the energy generation and reticulation systems

MPPT	Maximum Power Point Tracker – a PV array DC input to a PCE
NIAA	National Indigenous Australians Agency
O&M Manual	Operation and Maintenance Manuals
PV	Photovoltaic
PCE	Power Conversion Equipment – a device which conditions power e.g. an inverter or solar charge controller
PWM	Pulse Width Modulation - a less efficient type of PV regulation than MPPT
SAPS	Stand Alone Power System
SM Site Report	Scheduled Maintenance Site Report
SSS Report	Site Status Summary Report
RCD	Residual current device - A safety circuit breaker triggered by an electrical short to earth
SCERT	Selectronic Certified – a solar inverter which intelligently communicates with a Selectronic SP PRO Master Inverter
SOC	State of Charge – the amount of energy expressed in volts stored in the battery at any particular moment.
SP PRO	A model of inverter manufactured by Selectronic Australia Pty Ltd
UMRW	Urgent Major Refurbishment Works
V	Volts – a measurement of electric potential difference
W	Watts – a measurement of instantaneous power
240 V	240 volts AC – a lethal voltage

Part A: Report Objectives

1. Report Rationale

This Site Status Summary Report (SSS Report) is the product of analysis of a brief Site Maintenance Report (SM Report) resulting from an approximate annual scheduled maintenance site visit by the service provider or its contractor, as well as analysis of any inverter data downloaded during the scheduled maintenance site visit. The purpose of this SSS Report is to provide a current overview of the site's energy usage, occupancy rate, PV energy and diesel energy generation, the capabilities and condition of the Standalone Power System (SAPS) equipment, and evidence of the level of care and maintenance of this equipment by the community.

The service provider is seeking this information in order for their client, The National Indigenous Australians Agency (NIAA), to better quantify the SAPS' energy production, usage habits, equipment condition and capabilities across all Outback Power Programme sites, and to identify areas for improvement and sites for prioritising funding for Urgent Major Refurbishment Works (UMRW) options to replace or augment the SAPS using a risk-based framework.

This report may therefore be used to inform investment decisions across Outback Power sites on the existing funding programme and identify the best value for money in achieving the programme's objectives.

2. Basis of Descriptors

The capabilities and condition of the major components of the SAPS equipment have been assessed by the author of this report following analysis of the SM Report, photos and any downloaded inverter data. The amount of recent SAPS power failures and unscheduled maintenance visits has also been assessed. Throughout the report, the defined words and abbreviations in the following Legend tables are used to describe the suitability and condition of the SAPS equipment, and the overall amount of system failures and unscheduled maintenance call-outs.

2.1 Equipment Condition Legend

Table 1: Equipment Condition Legend

Condition Score	Description
Excellent	Well fit for purpose / New or near new / More than 90% of expected life remaining
Good	Fit for purpose / Recently installed / Still 75% or more of expected life remaining
Fair	Just fit for purpose / Showing age - some deterioration / Between 34% to 74% of expected life remaining
Poor	Just below fit for purpose / Old - much deterioration / inefficient / Less than 33% of expected life remaining
End of Life	Not fit for purpose / Obsolete / Not functioning or working poorly / Less than 10% of expected life remaining if still functioning

2.2 SAPS Power Failure Legend

Table 2: SAPS Power Failure Legend

Failure Amount Score	Description
Excellent	Zero unscheduled maintenance call-outs / SAPS failures within the specified period
Good	One unscheduled maintenance call-outs / SAPS failures within the specified period
Fair	Two unscheduled maintenance call-outs / SAPS failures within the specified period
Poor	Three unscheduled maintenance call-outs / SAPS failures within the specified period
Unacceptable	>3 unscheduled maintenance call-outs / SAPS failures within the specified period

2.3 SAPS & Site General Tests

Table 3: SAPS & Site General Tests

Test Score	Description
Pass	The test result has achieved the minimum benchmark value
Fail	The test result has not achieved the minimum benchmark value
Excellent	The test result has exceeded the target benchmark value
Good	The test result is below the target benchmark value but is within 20%
Fair	The test result is below the target benchmark value and is between 20% and 35% from the target benchmark value
Poor	The test result is below the target benchmark value and is between 35% and 50% from the target benchmark value
Unacceptable	The test result is more than 50% below the target benchmark value

3. SAPS Safety Hazards & non-Compliance Issues

As part of this report the author has inspected the photos supplied from the SM Report. Apart from any *significant* safety hazards which can be easily identified from the photos, any safety hazards and non-compliance issues relating to the SAPS and its reticulation, which have not already been mentioned as part of the SM Report, have not been included in this report. Such issues are considered outside of the scope of this report. In addition to this point, many non-compliance issues which could potentially be identified may

have been acceptable at the time of the original installation, as many of the relevant Australian Standards have undergone several revisions over the last decade.

4. Report Limitations

This report and its findings and recommendations are limited by the following factors:

- Incomplete or inaccurate information provided by the SM Report;
- Insufficient information provided by the SM Report;
- Current site usage trends and subsequent energy demands are as represented, and these are maintained;
- Changes to the site power generation equipment or reticulation systems subsequent to the SM visit;
- Any potential climate related impacts of the operations or energy needs of the site; and
- Behavioural patterns of community members and contractors, in particular the way in which they interface with and use the power generation and reticulation systems.

This report is designed solely to provide the service provider and the NIAA with a snap-shot of their current electrical generation and distribution systems at this site, and evidence of the level of care and maintenance of this equipment by the community. The findings are intended to provide the basis for a business case analysis of improvements across all Outback Power Programme sites and should be read in the context of the intent of this programme and with all other relevant reports supplied.

The author takes no responsibility for the accuracy of any information provided by the service provider or its contractors, and accepts no liability for any loss arising out of the use the information contained in this report, when not used as described above.

Part B: Analysis of Condition of Equipment

5. Identified Remaining Issues copied from the SM Site Report

<u>Solar Array:</u> <i>Solar array performing well. All modules producing around 80% of SCC. Showing signs of browning and aging.</i>
<u>Batteries:</u> <i>cells showing poor uniformity.</i>
<u>Building inspection:</u> <i>no access on some houses. Residents at work. Houses have prepaid meters mostly with no money but boards tested all okay.</i>
<u>Other Issues:</u> <i>Main genset contactor needs replacing as it has burnt out. Tried to source one before leaving town but none in stock. RA has bypassed contactor for now. Pictures taken of contactor part numbers. Could not connect to Magellan to download data.</i>

5.1 SM Site Report Recommended Works for the future

Recommended works (U- urgent, NU - non urgent)	
	<u>Service Provider:</u>
	Replace failed genset contactor. CA7-30-00. with 100F auxiliary currently bypassed by RA
	Note- the above was actioned successfully on DD/MM/YYYY as an unscheduled maintenance visit
	<u>Resource Agency:</u>
	Nil

5.2 Comments from Unscheduled Maintenance visit – DD/MM/YYYY

Observations and Findings:

The generator is starting and running during the day due to site load. Unless the Community actively reduces its loading on site, the generator will continue to start and run. It was also noted that every house had an air-conditioning installed. Attached are photos to support site visits.

- Replaced u/s gen contactor within PS1 with spare
- 2x KWH meters replaced in H1 & H2
- KW allowance in PLC H1 & H3 adjusted to be correct

RECOMMENDED WORKS

Service Provider:

- URGENT - Adjustment of inverter settings to be in line with battery manufacturer recommendations. Ongoing monitoring of settings change recommended.
- URGENT - Monitor state of charge V's battery voltage. It would be beneficial to battery bank for full charge cycle along with equalise charge be completed.
- NON-URGENT - Installation of more solar to cover site loading and reduce generator run time
- NON-URGENT - Consider site for UMRW

- URGENT - Replace pay card meter in House 3

6.1 Technical Description

- ## 6.2 SM Site Report PV string test results

SM Site Report Relevant comments:

FOI/2324/057

6.3 PV Capability and Estimated Remaining Life

Table 4: DC coupled PV modules findings

Estimated date of installation:	Month-YY
Estimated lifespan (years):	20
Estimated age (years):	11.9
Estimated remaining PV life (years, with consideration to its operating conditions and environment):	8.1
Condition Score:	Fair

Table 5: AC coupled PV modules findings

Estimated date of installation:	N/A
Estimated lifespan (years):	N/A
Estimated age (years):	N/A
Estimated remaining PV life (years, with consideration to its operating conditions and environment):	N/A
Condition Score:	N/A

7. DC Coupled Solar Charge Controller Health

7.1 Technical Description

- 1 x Magellan PWM type
- Model: 024-SCC120-100
- Max Input Power Capability: 10kW
- Serial Number: Unknown

7.2 Estimated Remaining Solar Charge Controller Life

Table 6: Solar Charge Controller findings

Estimated date of installation:	Month-YY
Estimated lifespan (years):	10
Estimated age (years):	0.9
Estimated remaining Solar Charge Controller life (years, with consideration to its operating conditions and environment):	9.1
Condition Score:	Excellent

8. AC Coupled Solar Inverter Health

8.1 Technical Description

- Nil

8.2 Estimated Remaining Solar Inverter Life

Table 7: Solar Inverter findings

Estimated date of installation:	N/A
Estimated lifespan (years):	N/A
Estimated age (years):	N/A
Estimated remaining Solar Inverter life (years, with consideration to its operating conditions and environment):	N/A
Condition Score:	N/A

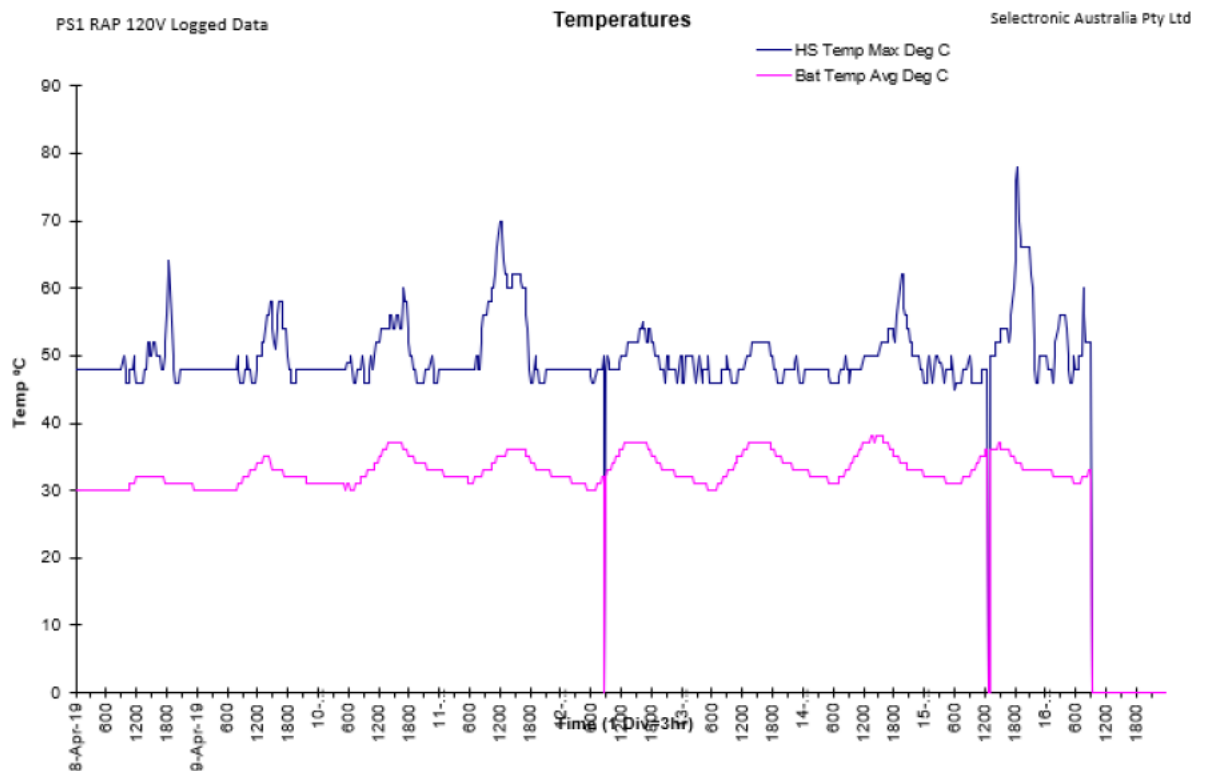
9. Master Inverter Health


9.1 Technical Description

- 1 x Selectronic PS1
- Model: PS1 RAPS 12/120
- Max Output Power (continuous rating): 12 kW
- Serial Number: 70538

9.2 Master Inverter Temperature

Figure 1: Master Inverter Temperature Graph



Test	Observation	Result
Heat sink temperature within operating specs:	YES	

9.3 Observations & Comments

Nil

9.4 Master Inverter Capability and Estimated Remaining Life

Table 8: Master Inverter findings

Estimated date of installation:	Month-YY
Estimated lifespan (years):	12
Estimated age (years):	11.9
Estimated remaining Master Inverter life (years, with consideration to its operating conditions and environment):	0.1
Condition Score:	End of Life

10. Battery Health

10.1 Technical Description

- Brand: Sonnenschein
- Model: A602/1700 (1644Ah @C100)
- Quantity: 60
- Configured as 1 string @ 120V DC nominal
- Total capacity: 197 kWh (@ C100)

10.2 SM Site Report Battery Field Test Voltages

Visit No.: [REDACTED]

RENEWABLE ENERGY SYSTEM BATTERY LOG

NORMAL TESTING PROCEDURE

1. Advise community residents that power will be disconnected for approx. 45 minutes
2. Isolate all charging sources and all loads and let the battery voltage stabilise for 30 minutes
3. Record battery cell voltages in the table below
4. Reconnect charging sources and loads

Company: [REDACTED] Date: [REDACTED] Time: [REDACTED]

Name: [REDACTED] Community: [REDACTED]

Phone: _____ House: _____

(Complete a separate sheet for the second string if possible)

Battery Type - Brand/Model		Model		AH _{rated}	
Sonnenchein		AG02-1700		1700	
Flooded or <u>Sealed</u> (please circle)		Battery String No. 1			
Cell N°	Cell Voltage	Cell N°	Cell Voltage	Cell N°	Cell Voltage
1	2.157 1690	13	2.169 1436	25	2.198 1978
2	2.157 1415	14	2.180 1436	26	2.192 1566
3	2.169 1209	15	2.169 2017	27	2.198 1640
4	2.163 1561	16	2.192 2306	28	2.192 1521
5	2.175 1540	17	2.175 1826	29	2.192 1692
6	2.175 1535	18	2.169 1409	30	2.192 2211
7	2.163 1833	19	2.180 1613	31	2.196 1673
8	2.169 1544	20	2.169 1623	32	2.198 1496
9	2.175 1361	21	2.180 1805	33	2.180 1606
10	2.175 1578	22	2.175 1421	34	2.198 1619
11	2.175 1534	23	2.175 1956	35	2.198 1292
12	2.169 1694	24	2.169 1350	36	2.198 1538
Comments: mid voltages 1-730 = 65.28 V _{oc} 31-760 = 65.49 V _{oc} overall V = 131.1 V _{oc} (Document any irregularities and take photographs where appropriate)					

White - Contractor's Copy

Yellow - Mail to: [REDACTED]Pink - Stays On-Site [REDACTED]

SM Site Report Comments:

Visit No.: [REDACTED]

RENEWABLE ENERGY MAINTENANCE LOG

A This section should be filled out by everyone who visits the Renewable Energy System

Site Name: [REDACTED]

Date	Name	Organisation	Arrival Time	Duration of visit	Reason for visit (please tick)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		<input checked="" type="checkbox"/> Scheduled Maintenance Visit <input type="checkbox"/> Breakdown <input type="checkbox"/> Other

METER READINGS (see insert card for more details)

RE SYSTEM Hours	GEN Hours	GEN AC kWh	TOTAL AC kWh	SOLAR DC kWh
89147.3	18612.7	150000	308645	269055

B This section is to be filled in by all maintenance personnel and contractors. Please ensure that if you are replacing any parts you record the name and serial number of the old and new parts.

Name of person who initiated call out:		Date:	
Components Removed		Components Installed	
Name/Description	Serial No	Name/Description	Serial No
Outstanding actions that require an additional site visit (give details of components and equipment needed)			
Next routine visit to site-please supply: (this is a list of items that need replacing but can wait until next planned visit)			

C Additional Notes & Comments

SM - Performed
 - System operating well
 - genset running well
 - Batteries all good
 - Genset contactor needs replacing
 currently bypassed by RA

White - Contractor's Copy

Yellow - Mail to [REDACTED]

Pink - Stays On-Site [REDACTED]

10.3 Battery Health Graphs

Figure 2: Max Min & Average DC Volts Graph

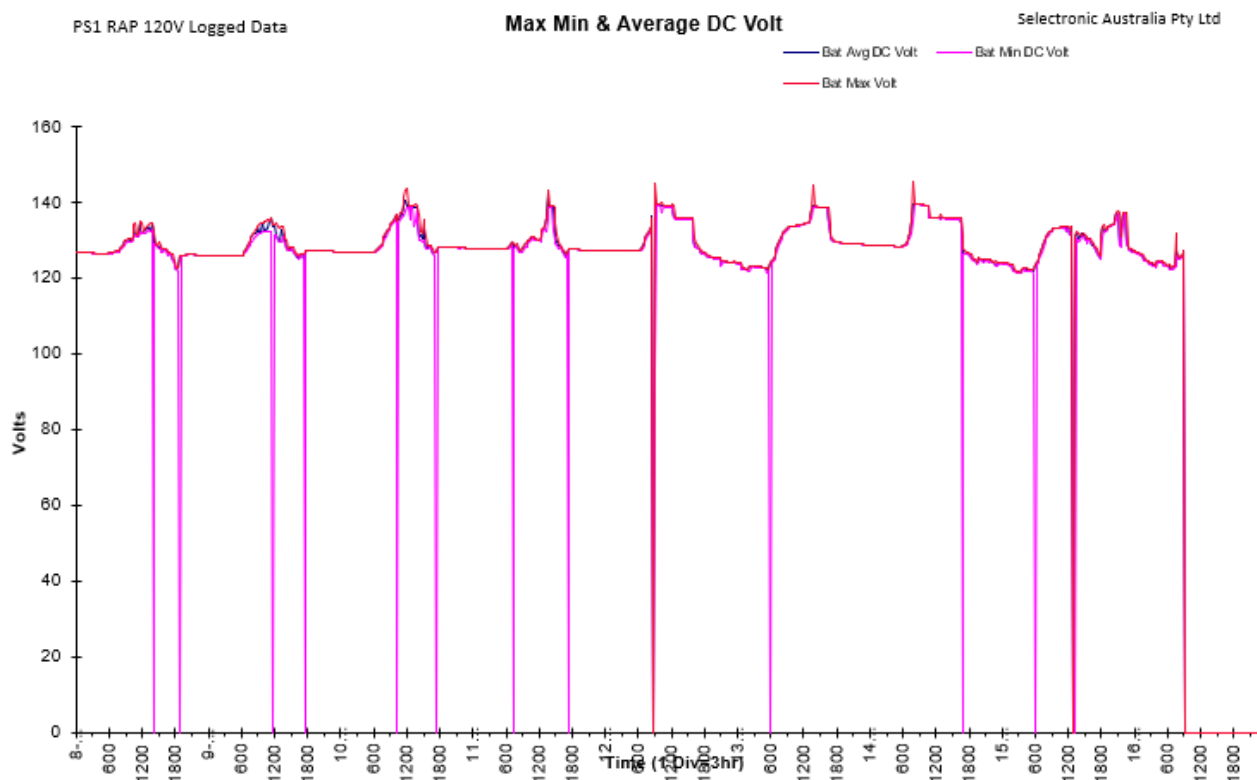


Figure 3: Battery State of Charge

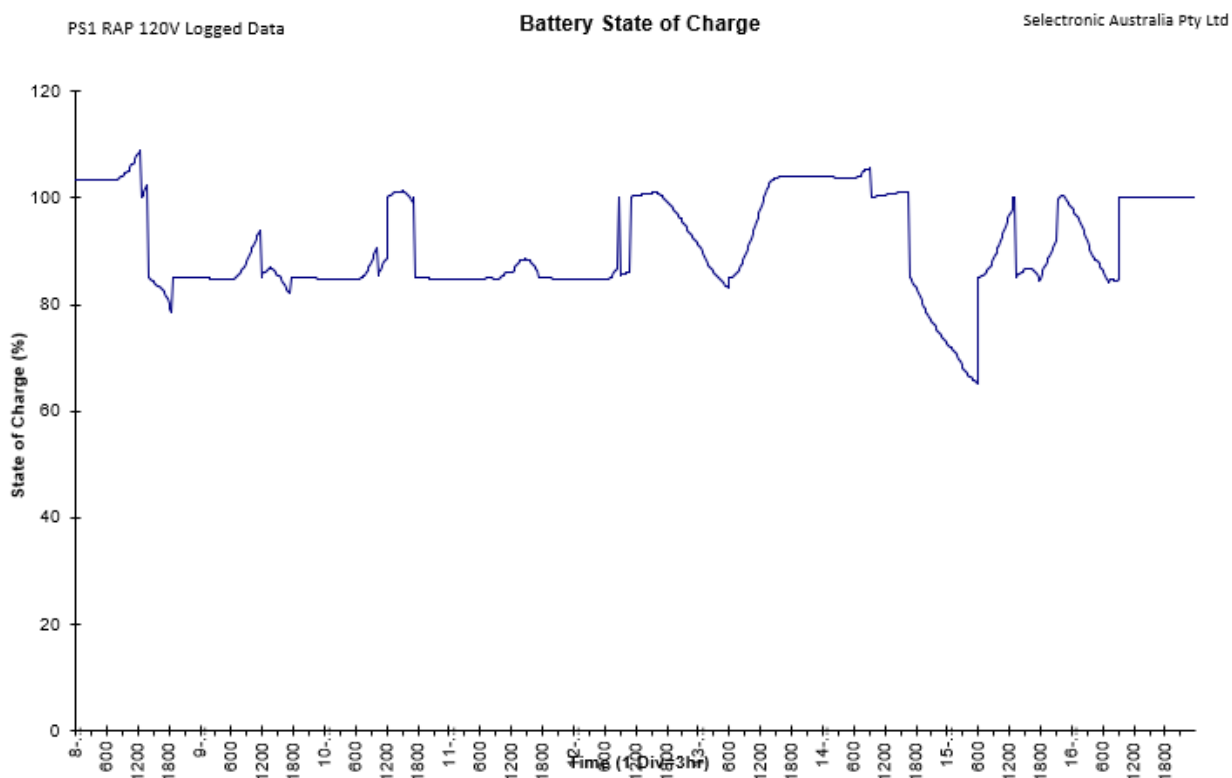
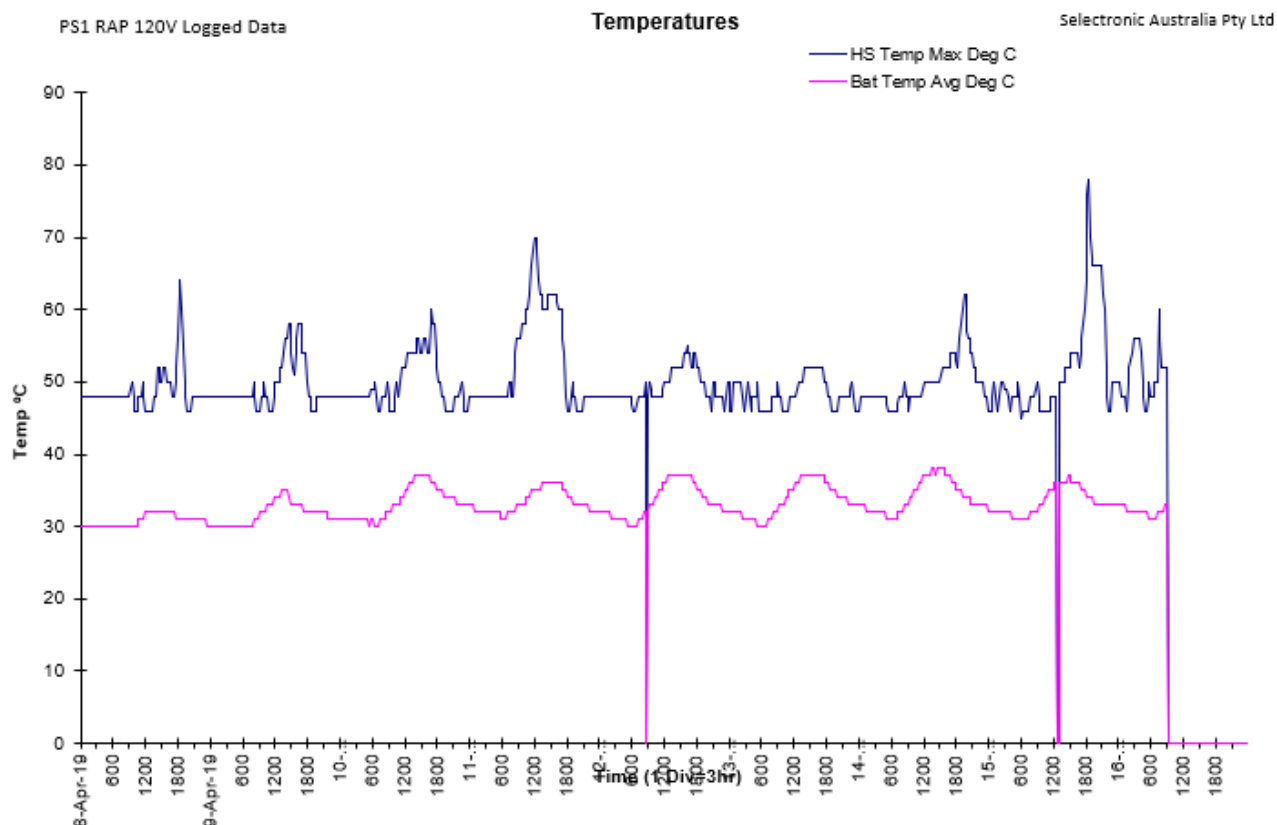


Figure 4: Battery temperatures



Test	Observation	Result
100% SOC achieved on a sufficient basis:	YES	✓
Evidence of Periodic equalisation charging occurring:	NO	✗
Deep DOD occurring:	NO	✓
Battery voltages within normal operating levels:	YES	✓
Battery temperatures within reasonable levels:	NO	✗

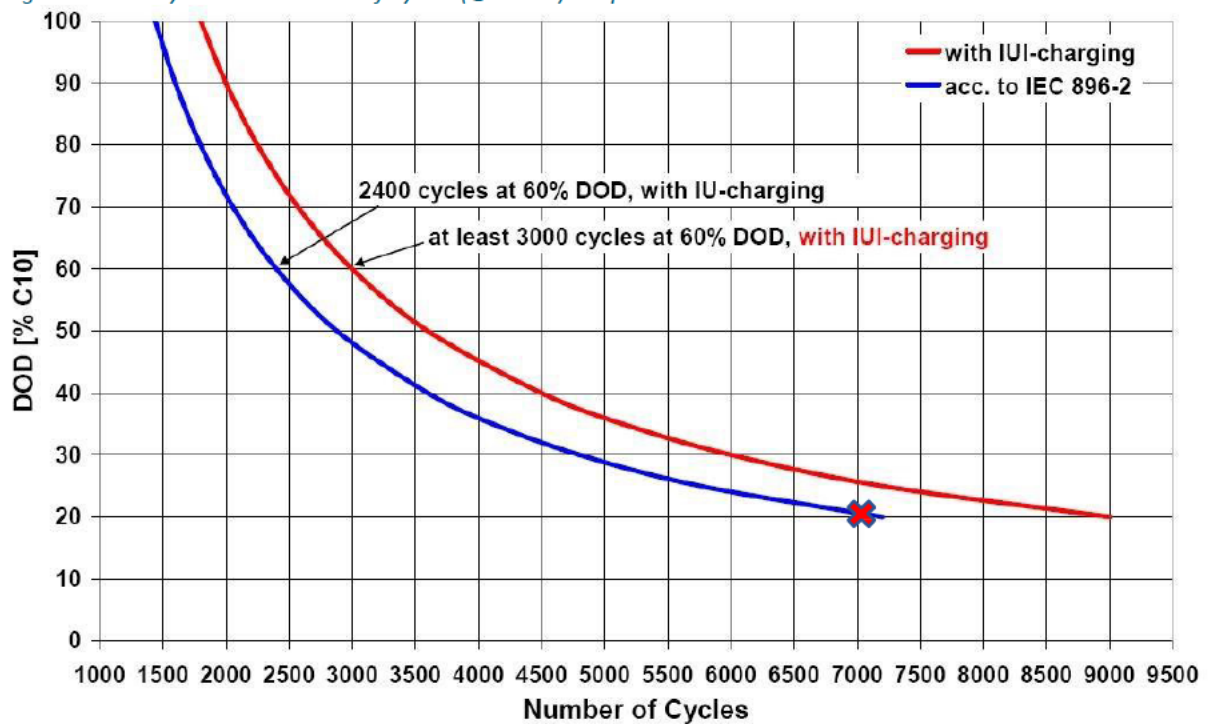
Observations & Comments:

- From the SM Site Report Battery Field Test Voltages, the cells voltages are showing poor uniformity.
- Battery temperatures are poor; in April there are tops of 38 degrees and the minimum is 30 degrees. This will have detrimental effects on the battery bank's expected life.

10.4 Battery Estimated Remaining Life

Graphical indications of the average Depth of Discharge (DOD) of the Battery Bank, its operating voltage range and its temperature range are shown in the graphs above. Based on these indications we can ascertain an approximate remaining battery life from the battery manufacturer's datasheet, as demonstrated below:

Figure 5: Battery DOD vs Number of Cycles (@ 20 °C) Graph



Sonnenschein A600 / A602 Batteries – Depth of Discharge (DOD) vs Number of Cycles
Source: Sonnenschein battery manufacturer's specifications

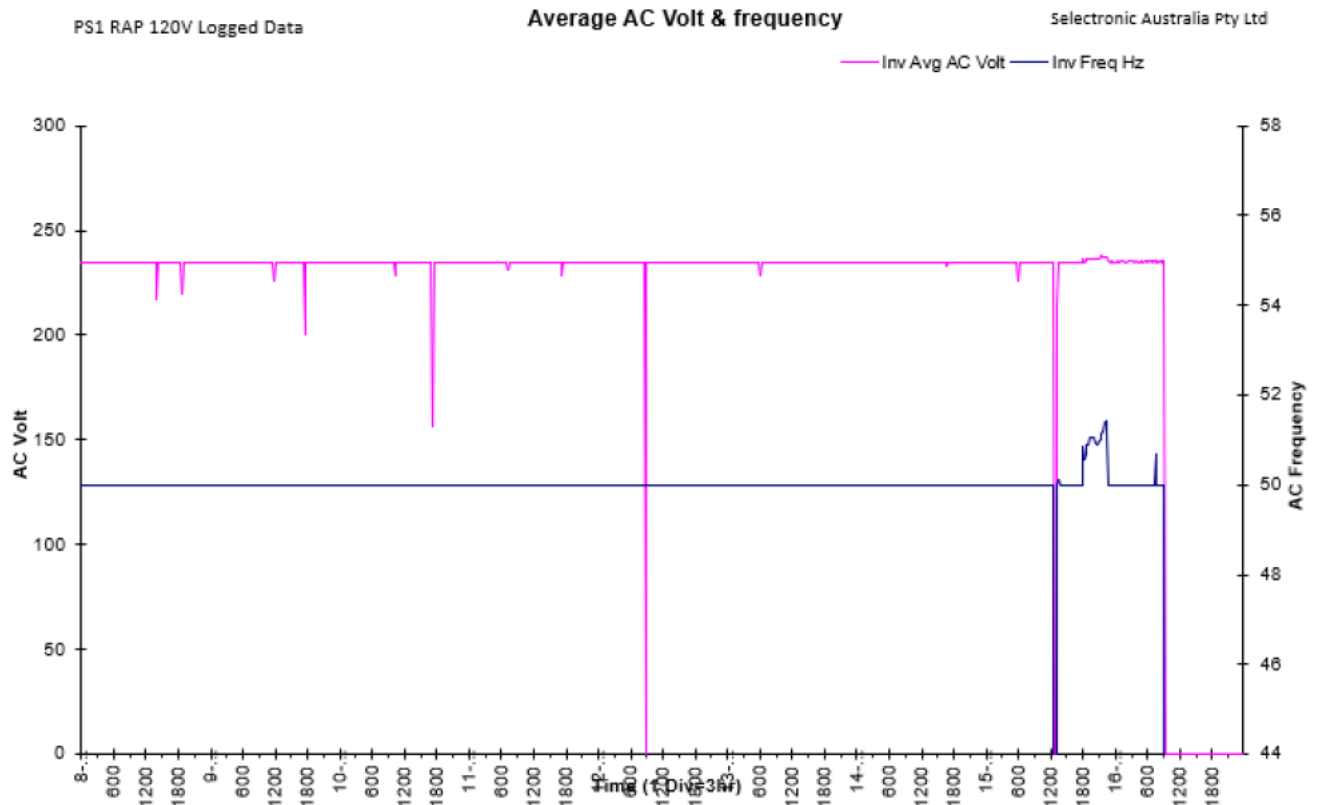
Table 9: Battery bank findings

	Parameter	Measure
Estimated date of installation (Month & year):	Month-YY	(Mon / year)
Estimated age:	11.9	years
Estimated average DOD:	20	%
Estimated mean temperature:	33	°C
Total number of cycles possible for estimated mean DOD (@ 20° C as per chart above):	7,000	cycles
Estimated total number of cycles possible (adjusted for estimated mean DOD & temperature):	2,843	cycles
Estimated total lifespan possible (adjusted for estimated mean DOD & temperature):	7.8	years
Estimated remaining battery bank life:	0	years
Condition Score:	End of Life	

Note: It is assumed that the battery bank was designed for minimum life of 11 years. The estimated remaining life of the battery bank above is an indication only, based on the estimated age of the Battery Bank, the environmental factors as indicated above, the assumption that the usage since inception has been consistent with the findings of recent performance data, and that the trend of this usage is continued for the remaining specified years.

10.5 SAPS Power Failures & Unscheduled Maintenance Call-outs

Figure 6: Power Failures Graph



Test	Observation	Score
Amount of SAPS power failures during the 8-day inverter data analysis period:	3	Poor
Amount of unscheduled Maintenance Call-outs in the last 2 years:	3	Poor

Observations & Comments:

It is most likely that the power failures shown in the graph above are due to low DC volts at night due to an ageing battery bank, and that the generator failed to start.

11. Selectronic PS1 Configuration File Analysis

Remote analysis of the Master Inverter Selectronic PS1 Configuration File is not possible; only on-site analysis with a laptop and the appropriate software and connection hardware is possible with this model of Master Inverter.

Part C: Power and Energy Analysis

12. Site Load Demand Power Versus Solar Power (W)

Figure 7: Site Load Demand Power Versus Solar Power (kW) Graph

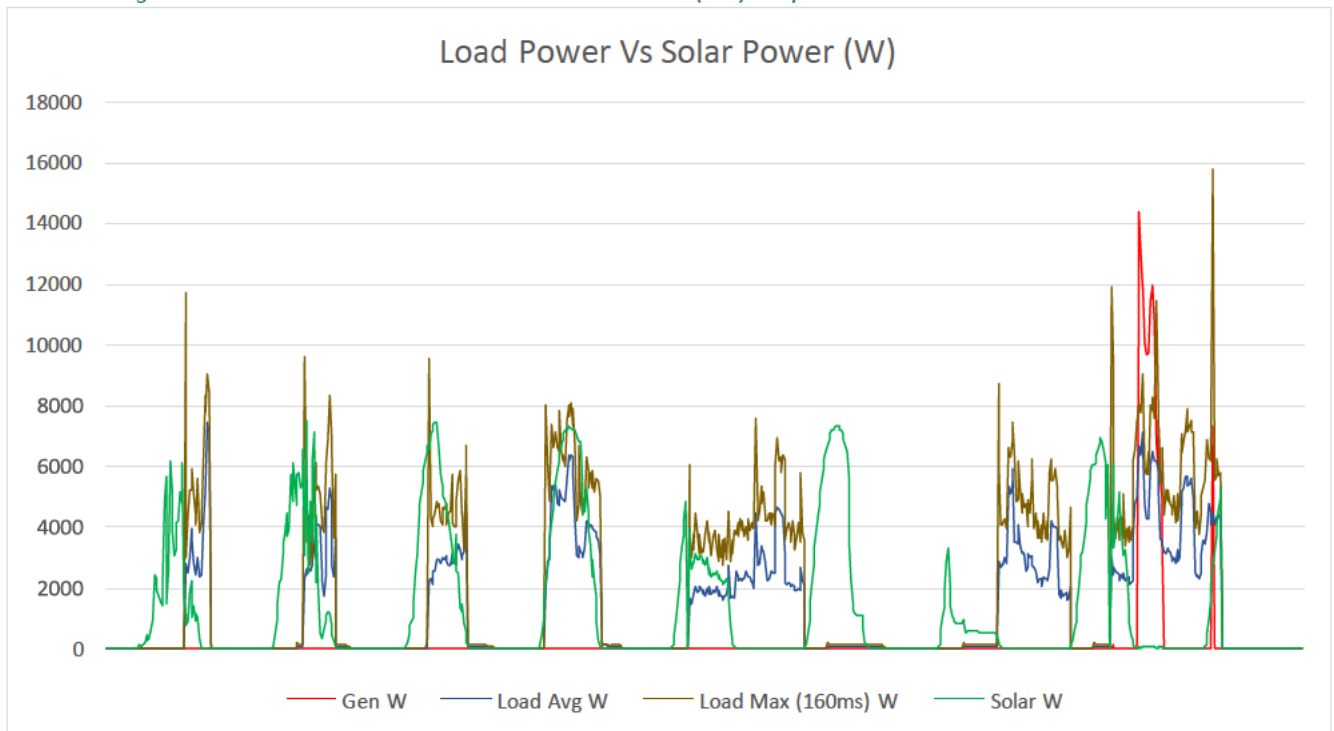




Table 10: Site Load Demand Power Tests

Test	Result	Score
Expected total combined peak PV power observed:	NO 	N/A
Master Inverter Capability Test – Max site load as a percentage of the Selectronic Master Inverter continuous power output capability:	62% 	PASS

12.1 Observations & Comments

- The total peak PV power is hitting maximums of ~ 7.8kW; this is very low when considering the peak PV array is 13.2kW. This is most likely due to age (the SM Report mentions that some cells are browning).

13. Site Load Energy Usage

In addition to the standard detailed 15-minute interval data for ~ 8 days, this model of Selectronic PS1 Master Inverter also stores long-term monthly summary data for up to ~ 12 months. The following graph captures this long-term data which can be used to demonstrate the differences between site load energy usage and diesel / solar energy generation. From this data, we can also calculate the *Average Historical Site Load Energy Usage* and compare this figure with the original *System's Designed Renewable Energy Generation Capacity*.

Note: The System's Designed Renewable Energy Generation Capacity has been calculated on the rule-of-thumb generation calculation of 4.2 multiplied by the kWp of the total combined PV array across the site.

Figure 8: Site Load Energy Usage versus Diesel & Solar Energy Generation (kWh) Graph

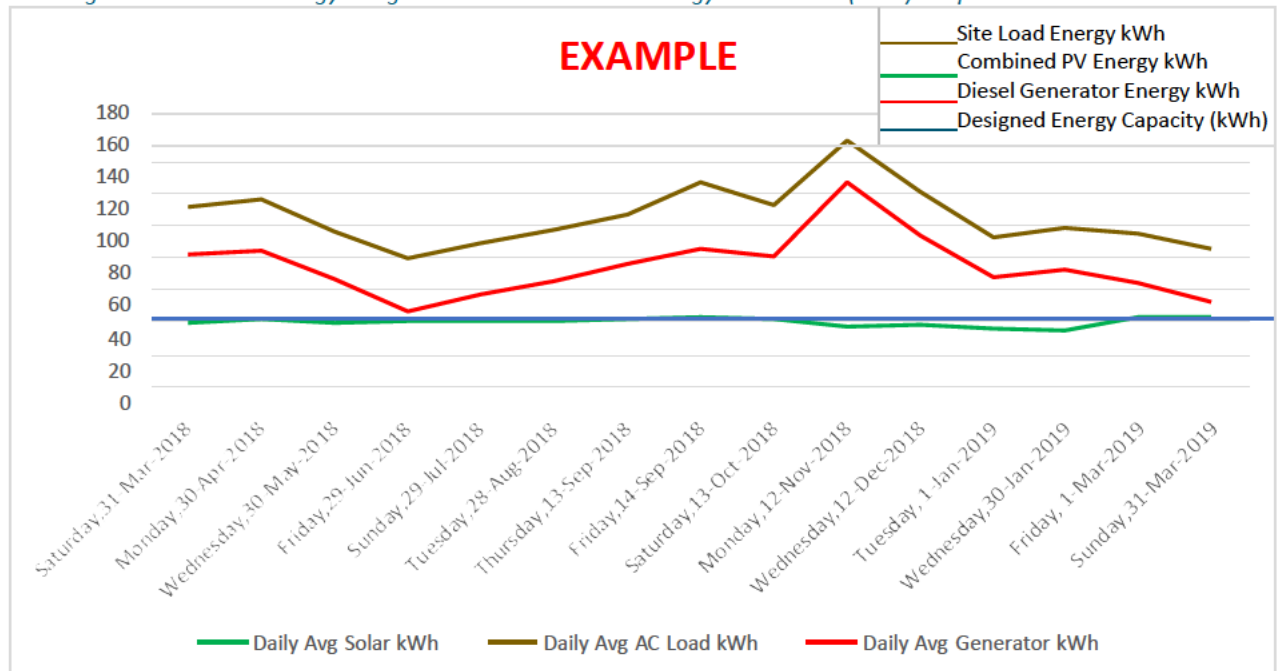


Table 11: Analysis of Site Energy Data

Site Load Energy	kWh / Day
Average Historical Site Load Energy Usage (last 12 months of data):	106
Average usage during high site occupancy / peak usage periods:	153
System's Designed Renewable Energy Generation Capacity:	55

14. Site Occupancy and SAPS Usage Versus Design

Table 12: Tests for Site Occupancy & SAPS Usage Versus Design

Test	Result		Score
Generator usage excessive:	YES	✗	N/A
Average Historical Site Load Energy Usage compared with the System's Designed Renewable Energy Generation Capacity:	191%	✓	Excellent
Site Occupancy Time (as a % portion of the year):	100%	✓	Excellent
Site Occupancy Level (as a % usage of the Designed Renewable Energy Generation Capacity when the site is fully occupied):	276%	✓	Excellent





14.1 Observations & Comments

- The Site Occupancy Time and Level above demonstrates that an extremely high amount of energy is being used with regards to the System's Designed Renewable Energy Generation Capacity. This is a good indicator of occupancy times and numbers, however, this also means that the PV energy generation is extremely insufficient; hence the generator usage is excessive at most times.
- As mentioned in the Unscheduled Maintenance visit of DD/MM/YYYY:
"the generator is starting and running during the day due to site load. Unless the Community actively reduces its loading on site, the generator will continue to start and run. It was also noted that every house had an air-conditioning installed".

Part D: SAPS Capability and Community Care

15. SAPS Components Capability Tests

Table 13: SAPS Components Capability Tests


Test	Result		Score
PV Energy Capability Test - The System's Designed Renewable Energy Generation Capacity compared with site usage during high site occupancy / peak usage periods:	36%		FAIL
Master Inverter Capability Test – Max site load power as a percentage of the Selectronic Master Inverter continuous power output capability:	62%		PASS
Master Inverter Data Capability Test – Inverter's capability to store large amounts of performance data:	Fair		PASS
Battery Capability Test - Battery bank is capable of providing one full night of autonomy during peak energy usage periods (assuming any external faults relating to the battery bank are rectified):	NO		FAIL

15.1 Observations & Comments

- PV energy generation during all periods is extremely insufficient.

16. SAPS Community Care & Site Maintenance

Table 14: Evidence of SAPS Community Care and Site Maintenance

Test	Result	Score
Level of SAPS Community care and maintenance:		Excellent

16.1 Observations & Comments

As mentioned in the SM Site Report, the compound was found clean, with no weeds or shrubs. It is well looked after. Fence all good.

Part E: Measures and Metric Scores

17. Measure Scores

17.1 General

This part of the report calculates the *Site Priority Metric Score* to be used to assess the priority of the site for a UMRW against all other sites on the Outback Power Programme using a risk-based framework. This is achieved by comparing the *SAPS Capability & Remaining Life Measure Score* (by assessment of the capability & condition of the SAPS major equipment components) with the *Site Appreciation, Usage & Occupancy Measure Score*. For full details regarding workings and methodologies employed to obtain these measures and scores, refer to *Appendix A: Methodologies*.

17.2 SAPS Capability & Remaining Life Measure Score

The following capabilities and remaining life of the individual major SAPS system components together with the number of recent system outages & unscheduled maintenance visits forms the basis of the total SAPS Capability & Remaining Life Measure Score:

Table 15: SAPS Capability & Remaining Life Measure Scores

Item ¹	Make	Model	Qty	Condition / Failure Descriptor	Condition / Failure Value	Weighting	Measure Score
<u>PV modules</u>							
DC coupled	BP Solar	BP3165J	80	Fair	3	14%	0.42
AC coupled							
DC Solar Charge Controller	Magellan	024-SCC120-100	1	Excellent	1	4%	0.04
AC Solar Inverter	N/A	N/A	N/A	N/A	5	3%	0.15
Master Inverter	Selectronic	PS1 RAPS 12/120	1	End of Life	5	10%	0.5
Battery bank	Sonnenschein	A602/1700	60	End of Life	5	4%	0.2
Number of unscheduled maintenance visits in last 2 years:			3	Poor	4	27%	1.08
Number of system outages in last 60-day inverter data analysis:			3	Poor	4	3%	0.12
PV Energy Capability Test:				FAIL	5	17%	0.85
Master Inverter Capability Test:				PASS	1	4%	0.04
Master Inverter Data Capability Test:				PASS	1	10%	0.1
Battery Capability Test:				FAIL	5	4%	0.2
Total SAPS Capability & Remaining Life Measure Score (Max of 5):							3.7

Note 1: The author has only assessed the condition of the item listed and not any other infrastructure supporting that item.

Note 2: Although the diesel generator is usually the component with the highest weighting in a SAPS, its capability and condition are not considered in the SAPS Capability & Remaining Life Measure Score, as this item is not supported under the Outback Power Programme.

17.3 Site Appreciation, Usage & Occupancy Measure Score

The following measures provide insight into site occupancy trends, the quantity of SAPS usage, and the level of care for the SAPS and site in general by the community; this forms the basis of the total Site Appreciation, Usage & Occupancy Measure Score:

Table 16: Site Appreciation, Usage & Occupancy Measure Score

Measure	Score Descriptor	Score Value	Weighting
Average Historical Site Load Energy Usage compared with the System's Designed Renewable Energy Generation Capacity:	Excellent	5	20%
Site Occupancy Time (as a % portion of the year):	Excellent	5	10%
Site Occupancy Level (as a % usage of the Designed Renewable Energy Generation Capacity when the site is fully occupied):	Excellent	5	35%
Level of SAPS Community care and site maintenance	Excellent	5	35%
Site Appreciation, Usage & Occupancy Measure Score (Max of 5):			5

17.4 Site Priority Metric Score

The above two measures are multiplied together and then multiplied by ten to provide a high-resolution *Site Priority Metric Score*. This score can be used to prioritise the individual sites for UMRWs, as well as provide a basis for recommendations and modelling for the individual sites.

Table 17: Site Priority Metric Score

SAPS Capability & Remaining Life Measure Score	Site Appreciation, Usage & Occupancy Measure Score	Site Priority Metric Score
3.7	5	185

The higher the Site Priority Metric Score, the higher the risk and consequences of the current SAPS not supporting the needs of the community at the site. The highest risk score possible is therefore 250.

The Site Priority Metric Score for this site is 185.

Appendix A: Methodologies

18. Metric and Measures for Prioritising UMRWs and Investment

In order to support a prioritisation of UMRWs for the approximate 240 Outback Power sites, the author has developed a *Site Priority Metric* that embodies the programme's objective of providing renewable, safe and reliable electrical infrastructure for remote sites. The Site Priority Metric uses two measures of the current SAPS infrastructure to provide a risk assessment of the *likelihood* and *consequence* of the SAPS failure. The following describes the methodology behind this metric.

18.1 SAPS Capability & Remaining Life Measure

This measure is based upon the current capability and condition of the major components of the SAPS and acts as a proxy for the likelihood of a SAPS failure occurring, or failing to meet the needs of the community.

18.2 Site Appreciation, Usage & Occupancy Measure

This measure quantifies the level of importance the SAPS is to maintaining critical service infrastructure to the community, and how important the SAPS and the site in general is to the community. This measure also takes into account site occupancy levels.

18.3 Site Priority Metric Score

The above two measures are multiplied together and then multiplied by ten to provide a high-resolution Site Priority Metric Score. This score can be used to prioritise the individual sites for UMRW's, as well as provide a basis for recommendations and modelling for the individual sites. The maximum potential score for each measure (*Remaining Life* and *Site Appreciation, Usage & Occupancy*) is 5. Thus, the maximum Site Priority Metric Score is 250. The higher the score, the higher the risk that the current SAPS will not support critical services to the community.

19. Metric Methodology

The following tables detail the scoring system used for the System Priority Metric.

19.1 Calculating the SAPS Capability & Remaining life measure

For the SAPS Capability & Remaining life measure, each component and their Capability Tests are assigned a fixed Weight based on their level of critical importance to the SAPS:

Table 18: SAPS Component & Capability Test weighting

Component	Weighting
PV modules	14%
DC coupled	
AC coupled	
DC Solar Charge Controller	4%
AC Solar Inverter	3%
Master Inverter	10%
Battery bank	4%
Number of unscheduled maintenance visits in last 2 years:	27%
Number of system outages in last 60-day inverter data analysis:	3%
PV Energy Capability Test:	17%
Master Inverter Capability Test:	4%
Master Inverter Data Capability Test:	10%
Battery Capability Test:	4%

The assessed *Condition / Failure Descriptor* for each Component and Capability Test is also assigned a fixed *Condition / Failure Value*:

Table 19: SAPS Condition / Failure Value

Condition / Failure Descriptor	Condition / Failure Value
End of Life / Unacceptable / Fail	5
Poor	4
Fair	3
Good	2
Excellent / Pass	1

The Component Measure Score is simply the *Condition / Failure Value* multiplied by the *Component weighting*.

The Total SAPS Capability & Remaining Life Measure Score is simply the tally of the individual Component Measure Scores.

19.2 Calculating the Site Appreciation, Usage & Occupancy Measure Score

For the Site Appreciation, Usage & Occupancy Measure, each Measure is assigned a fixed Weight based on its level of critical importance to the community:

Table 20: Community Critical importance Measure Weighting

Measure	Weighting
Historical Site Load Energy Usage Rate compared with the System's Designed Capacity:	20%
Site Occupancy Time (as a % portion of the year):	10%
Site Occupancy Level (amount of system energy capacity used when occupied):	35%
Level of SAPS Community care and site maintenance	35%

The assessed *Score Descriptor* for each Measure is also assigned a fixed *Score Value*:

Table 21: Site Appreciation, Usage & Occupancy Measure Score

Score Descriptor	Score Value
Unacceptable	1
Poor	2
Fair	3
Good	4
Excellent	5

The Measure Score is simply the *Score Value* multiplied by the *Weighting*.

The Site Appreciation, Usage & Occupancy Measure Score is simply the tally of the individual Measure Scores.

Glossary

A	Symbol for Amperes (also known as amps) – a measurement of electric current
AS3000	Australian Standards – Wiring Rules
AS3598.1	Australian Standards – Energy Audits Part 1 - Commercial Buildings
AS4086.2	Secondary batteries for use with stand-alone power systems – Installation and maintenance
AS4509.2	Australian Standards – Stand Alone Power Systems – System Design
AS5033	Australian Standards – Installation and Safety Requirements for Photovoltaic (PV) Arrays
AS5139	Australian Standards - Electrical Installations – Safety of battery systems for use with power conversion equipment
AS31000	Australian Standards – Risk Management
AC	Alternating current
Balance of System	Includes inverters, cables, control board and protection equipment
Circuit Breakers	An electrical protection device that automatically isolates electricity under overcurrent fault conditions
CEC	Clean Energy Council
CFL	Compact Fluorescent Light
DB	Distribution board – an electrical switchboard that distributes electricity to a building or part there of
DC	Direct current
DOD	Depth of Discharge of batteries – how much energy is used from a battery or Battery Bank before it is recharged
EMU	Energy Management Unit – An electronic device used to program a maximum allowable daily energy consumption on a particular building
Electrically Safe	That a person or property is free from electrical risk
Fuses Protection	Circuit protection devices that isolate electricity by burning a wire inside their casing—must be replaced when operated
GHG	Greenhouse Gas – primarily Carbon Dioxide (CO ₂) but may also include NO _x and other gases; the by-product of fossil fuel consumption
GPO	General Purpose Outlet or socket outlet for general connection of electrical equipment
Hot Joints	Poor electrical contact causing heating
Integrity	Components working correctly and in harmony
Inverter	Power Conversion Equipment that converts DC into AC
IP	Ingress Protection – an industry standard numerical rating for electrical equipment
Isolate	Physically separate a piece of electrical equipment from a source of electricity

kVA	Kilo-volt-amps – a measure of the complete apparent power used by electrical loads, taking into account any imbalance between the current and the voltage of the load
kW	Kilo-watt – a measure of the true power used by a load that does not take into account any current-voltage imbalance
kWh	Kilo-watt-hour – a measure of the energy used by a load, which is a function of kW and time
kWp	Kilo-watt peak – refers to the maximum peak power from a PV array
Live	Not isolated from all sources of electricity and capable of carrying an electrical current
Load(s)	Appliances and equipment drawing electricity
Low Voltage (LV)	120V DC, 50V AC or greater
MSB	Main Switch Board – the primary interface between the energy generation and reticulation systems
MPPT	Maximum Power Point Tracker – a PV array DC input to a PCE
NIAA	National Indigenous Australians Agency
Nominal Power (W)	The amount of power consumed or (delivered in the case of a power generator) according to its nameplate rating
O&M Manual	Operation and Maintenance Manuals
Open-Circuit	Voltage across PV array when there is no load
Parallel	Electrically connected side by side
PCE	Power Conversion Equipment – a device which conditions power e.g. an inverter or solar charge controller
Photovoltaic Electricity	Electrical energy produced from the sunlight
Photovoltaic Cells	Electricity generating components connected in series and sometimes parallel to provide required power
PV	Photovoltaic
PV array	A number of PV modules electrically interconnected
PV power	The amount of power the PV generation system can create at any particular moment
PWM	Pulse Width Modulation - a less efficient type of PV regulation than MPPT
Running Current (A)	The amount of electric current (measured in amperes) drawn by a device and measured by an ammeter
SAPS	Stand Alone Power System
SM Site Report	Scheduled Maintenance Site Report
SSS Report	Site Status Summary Report
RCD	Residual current device
Residual Current Device	A safety circuit breaker triggered by an electrical short to earth
SCERT	Selectronic Certified – a solar inverter which intelligently communicates with a Selectronic SP PRO Master Inverter
Series	Electrically connected in a line

Short Circuit	When two opposite charged terminals or cable (e.g. + and -) are connected together
SOC	State of Charge – the amount of energy expressed in volts stored in the battery at any particular moment.
SP PRO	A model of inverter manufactured by Selectronic Australia Pty Ltd
UMRW	Urgent Major Refurbishment Works
V	Volts – a measurement of electric potential difference
W	Watts – a measurement of instantaneous power
240 V	240 volts AC – a lethal voltage

----- *END OF DOCUMENT* -----

Outback Power Activity

Scheduled Maintenance Service Tasks Checklist

Item	Infrastructure Type and Task Description	Task performed by	Planned maintenance visit date
1.00	GENERAL		
1.01	Record diesel generator logs (hours run, fuel usage etc.).		
1.02	Download and record all data from equipment in the Asset Management Package, Mainpac.		
1.03	Ensure that enclosures are lockable, especially the battery room, to prevent access from untrained community members or children. Ensure enclosures are locked at end of visit using our key system.		
1.04	Make safe all safety issues on the site, and advise NIAA of any other requirements on the site to be fixed.		
1.05	Check all systems are earthed and that the resistance to earth is at a safe level (low resistance, preferably close to 10 ohms or less).		
1.06	Check for any errors showing on equipment.		
1.07	Check seals on all equipment, cable protection etc., to prevent ingress of ants, wasps and vermin etc.		
1.08	Make sure circuit breakers can be safely accessed and used for resetting the system.		
1.09	Check and prevent rust or other deterioration where possible (i.e. insulation, damage etc.).		
2.00	DIESEL GENERATION EQUIPMENT (if present)		
2.01	Check if generator is operational; and report to Resource Agency if non-operational. If possible effect minor repairs.		
	Switchboard		
2.02	Check power connections incoming and outgoing terminals of breaker.		
2.03	Check power circuit breaker.		
2.04	Check transfer switches.		
2.05	Test all fault lights and displays and replace where required.		
2.06	Check correct operation of meters.		
2.07	Test earth leakage circuit breakers function.		
3.00	HYBRID SYSTEM EQUIPMENT		
	Batteries		
3.01	Check battery electrolyte level and specific gravity.		
3.02	Check, clean, regrease and tighten battery links and terminals.		
3.03	Voltage test of each battery, battery strings and report.		
3.04	Check battery charging circuitry for overheating or corrosion.		

Item	Infrastructure Type and Task Description	Task performed by	Planned maintenance visit date
	Inverter and system control		
3.05	Check the inverter thoroughly and ensure it can continue to operate. Clear any surrounding potential issues such as animal nests, clogged filters. Ensure required ventilation is operating effectively and it is safe from the elements.		
3.07	Check inverter output waveform or voltage and frequency.		
3.08	Test operation sequences, displays and alarms.		
3.09	Check/replace fan filter.		
	Photovoltaic array		
3.10	Ensure lightning protection and earthing is maintained. Check resistance of lightning and earthing spikes are below the design rating.		
3.11	Remove any weeds or undergrowth from the vicinity of the array and in solar compound if fenced.		
3.12	Check and wash panels as required.		
3.13	Visual check of panels for corrosion/delamination/damage and replace.		
3.14	Inspect and repair corrosion damage to frames.		
3.15	Test panels for broken cells and strings.		
3.16	Advise panel status and replace as required.		
4.00	DISTRIBUTION SYSTEM		
4.01	Inspect undergrowth along line route, and report to Resource Agency.		
4.02	Check street lights and report non-functioning lamps where possible to Resource Agency.		
4.03	Check lighting time switches and reset if necessary.		
4.04	Inspect insulators, and report to Resource Agency.		
4.05	Inspect cross arms, cabling for safety, and report to Resource Agency.		
4.06	Inspect poles for termites, rotting, rust and lean, and report to Resource Agency.		
4.07	Inspect stay wires for tension, condition of insulated cover on bottom 2 metres and insulator, and report to Resource Agency.		

Indicative List of Spare Parts for Scheduled Maintenance and Reliability Works

5E-2308-W FAN, HIGH FLOW, 150MM, 230VAC
872220S0251 K101 VARISTOR, 140J. 250VAC
872220S0461K101VARISTOR. 195J, 460VAC
872220S0500K101 VARISTOR. 27.0J, 50VAC
872220S0750K101 VARISTOR. 40.0J. 75VAC
872220S0950K101 VARISTOR, 50.0J, 95VAC
AL2-1 OMR-A MITSUBISHI ALPHA 2 ASI INTERFACE
AL2-14MR-A MITSUBISHI ALPHA 2 ASI INTERFACE
AL2-24MR -A MITSUBISHI ALPHA 2 ASI INTERFACE
ANTENNA
CHARGE CONTROLLER
CIRCUIT BREAKER 10A 500V DC 2P C60H-DC C
CONTACT BLOCK 2N/O FR/MTG FOR LC 1D09-D115&LC1DT20-D65
CONTACT BLOCK ASSY 1N/O P/B W/ FXG COLLR FOR Z84 SER
CONTACTOR 3P 11KW 240V-AC-COIL 415V AC3 25A 1N/C 1N/O D/MTG
CONTACTOR 4P 20A 4N/O
CONTACTOR MINI 2.2KW 3P 240V AC COIL 1NO AUXILIARY
DIN RAIL PSU PRIMARY-SWITCHED MODE 1PH O/P: 24V DC 2.5 A
FILTER FAN,105M3/H.230VAC 50HZ,204X20
FUSE GG DIN SIZE 00 500V AC 160A
IDPN N VIGI 16A C 30MA SI-TYPE RESIDUAL
IDPN N VIGI 20A C 30MA SI-TYPE RESIDUAL
IDPN N VIGI 32A C 30MA SI-TYPE RESIDUAL
IDPN N VIGI40A C 30MA SI-TYPE RESIDUAL
IDPN NVIGI 10A C 30MA SI-TYPE RESIDUAL
IPRD 20 20 KA 350V 1P
MCB 1DA 1P 250V DC C-CVE CSOH-DC
MCB 1SA 1P 250V DC C-CVE CSOH-DC
MCB 2P 100A 800VDC PHOTVOLTAIC

MCB 2P 1QA 800VDC
MCB 2P 63A 8000VDC PHOTOVOLTAIC
MCB 6KA 10A 1P 240V AC C-CVE 1MOD D/MTG 50/60HZ W18MM IC60N
MCB 6KA 16A 1P 240V AC C-CVE 1MOD D/MTG 50/60HZ W18MM IC60N
MCB 6KA 2A 1P 240V AC C-CVE 1MOD D/MTG 50/60HZ W18MM IC60N
MCB 6KA 2A 2P C-CVE 50/60HZ MECHAN ACTI9 RED
MCB 6KA 32A 1P 240V AC C-CVE 1MOD D/MTG 50/60HZ W18MM IC60N
MCB 6KA 63A 1P 240V AC C-CVE 1MOD D/MTG 50/60HZ W18MM IC60N
MCB C120N 1P 125A C 10000A 240/415V
MCB C120N 2P 80A C 10000A 415V
MCB SKA 1SA 2P 440V AC C-CVE 2MOD D/MTG 50/SOHz W3SMM ICSON
MCB SKA 32A 2P 440V AC C-CVE 2MOD D/MTG 50/SOHz W3SMM ICSON
MCB SKA 40A 2P 440V AC C-CVE 2MOD D/MTG 50/SOHz W3SMM ICSON
MCB SKA S3A 2P C-CVE 50/SOHz MECHAN ACTI9 RED
MCCB 4P3D TM1SOD NSX1SOF
PILOT LIGHT HD MTL-BEZ FOR LED GRN
PILOT LIGHT HD MTL-BEZ FOR LED RED
PILOT LIGHT HEAD
PILOT LIGHT HEAD LED BLU
PILOT LIGHT MODULE INTEG LED 240V AC GRN
PILOT LIGHT MODULE INTEG LED 240V AC ORG
PILOT LIGHT MODULE INTEG LED 240V AC RED
PILOT LIGHT MODULE INTEG LED 24V AC/DC GRN
PILOT LIGHT MODULE INTEG LED 24V AC/DC ORG
PLC CABLE
PMD1209PM81-A SUNON 12V DC FAN
PUSHBUTTON HD ILLUM MTL SPG-RTN F/MTG FOR INTGR LED GRN
PUSHBUTTON HD ILLUM MTL SPG-RTN F/MTG FOR INTGR LED ORG
PUSHBUTTON LAMP LED INTEGRAL 24-120VAC/DC RED
PUSHBUTTON METAL BEZEL BOOTED 22MM BLK

PUSHBUTTON MODULE ILLUM 230VAC BLU
PUSHBUTTON SUPPRESSOR LED 230VAC
RCBO 10KA 10A 30MA 1P+N 240V C-CVE 1MOD D/MTG W/TAIL IC60H
RCBO 10KA 16A 30MA 1P+N 240V C-CVE 1MOD D/MTG WITAIL IC60H
RCBO 1P 32A 230V C-CVE 10KA 30MA SINGLE PHASE 50/60HZ
RECEIVER
RELAY IMPULSE TIME DELAYED DURATION ON I
RELAY POWER 15A LED 1C/O 240VAC
RELAY POWER 15A LED 2C/O 240VAC
RELAY POWER SOCKET SCREW TERM FOR RPM2
SURGE DIVERTOR SURGE DIVERter
TEMPERATURE SENSOR
THERMOSTAT ,AC 10A,1C/O,+5 TO +60°C,TS3
TIMER M/FUNCTION 12-240V AC/DC SUPPLY 1 C/O 0.1S-100H 17.5MM
TRANSMITTER
TRISTAR DIGITAL METER FOT TS-MPPT

Outback Power Activity

Community Performance Assessment Checklist

While undertaking the Scheduled Maintenance Service visit, the Service Provider must assess the community's performance regarding the tasks listed below to ensure members are taking responsibility for basic system maintenance. The completed report must be entered into the Asset Management Package, Mainpac, maintained by the Service Provider.

Where necessary and appropriate, the Service Provider will provide community members with onsite training to overcome any issues that may be impacting upon the effective and efficient operation of the system (e.g. dirty Photovoltaic [PV] panels, vegetation has grown out of control under PV panel array). The Service Provider must report any training that is delivered to the community and make recommendations as to further training required in order to maximise the efficiency and effectiveness of the operation of the system.

Item	Community Responsibility	Service Provider Comments
Overall	Advise the Service Provider through the communications channels provided of any power outage, obvious equipment damage or changes to normal system operation.	
Infrastructure	Ensure that the plantrooms and equipment spaces are kept clean, tidy and free of dust, vermin, insects including webs and nests. Ensure plantrooms and equipment spaces are not used as storage space.	
Safety	Notify the Service Provider immediately of all obvious safety issues. Shut down the system to ensure safety for all residents using the instructions provided by the Service Provider, if safe to do so. Keep restricted areas locked to avoid untrained community members putting themselves in danger.	

Operation	Make informed decisions regarding energy use and conserve or reduce energy demand if required.	
Defects Liability Period if one exists on a particular system	Ensure the system is operated according to the instructions provided. Provide feedback to the Service Provider if the system does not operate as expected after following basic checks as per the handover instructions and training manuals provided.	
PV Panels	Community Responsibility	Service Provider Comments
	Ensure PV panels are not tampered with or damaged. Ensure PV panels are kept reasonably clean if safe to do so. Check that PV panels are not shaded during the day and if so report to the Service Provider.	
	Ensure area underneath and around PV panels is kept clean and free of weeds.	
	Notify the Service Provider of any damaged or obviously dangerous PV sections. Shut down these sections as per the training and training manuals provided.	
	Monitor PV ground mounting structure and advise if becoming loose/rusted or if there is other obvious visible damage.	
Invertor	Check the invertor for warning/error lights every month and ensure the outer case is kept clean and free of dust, insects, spider webs, etc. Keep clean as per the instructions provided by the	

	Service Provider. Report any warning/error lights to the Service Provider.	
Connections and Cabling	Check that all visible cables are mechanically protected and secured. Notify the Service Provider if any obvious damage and bare or disconnected wires have been observed.	
Earthing and Lightning Protection	Visually check green/yellow earth wires are connected to the installation earth stake and are not damaged. Report any issues to the service provider.	
Diesel Generator	Community Responsibility	Service Provider Comments
Observe Operation	Undertake weekly checklist requirements provided with the engine. This includes manual inspections such as checking for oil leaks, checking fluid levels, ensuring filters are clean, there is no damage to the engine, the exhaust is not blocked, observing operation, etc.	
Basic Troubleshooting	Undertake a basic check if the diesel engine stops working correctly; and notify Service Provider and Resource Agency (or organisation responsible for generator serving).	
Battery System	Community Responsibility	Service Provider Comments
Flooded Cells	If trained and provided by the Service Provider with appropriate PPE and consumable (demineralised water); check battery fluid level and top up as necessary.	

Site Distribution	Community Responsibility	Service Provider Comments
Electrical Wiring	Check that all overhead wires have not become disconnected. Check that all underground wires have not been exposed or above ground junction boxes damaged. Notify the Service Provider if any obvious damage and bare or disconnected wires have been discovered.	
Electrical Circuit Protection & Isolation	Check operation of circuit breakers and residual circuit devices if trained to do so; and report any issues to the Service Provider.	
Electrical Fittings and Consumer Appliances	Notify the Service Provider and the Resource Agency of any obvious damaged electrical fittings. If faulty consumer appliances cause circuit breakers to trip unplug the appliance and discontinue use.	
Electrical Switchboards	Ensure that all switchboard doors remain closed.	

Training delivered:

Recommended training for community members:



Australian Government

National Indigenous Australians Agency

SERVICES AGREEMENT

Long Form Services Agreement for the provision of renewable energy system maintenance and asset management services (known as Outback Power) in remote Indigenous communities.

Contract Reference Number: PRC0024187

Commonwealth of Australia as represented by the
National Indigenous Australians Agency

ABN 30 429 895 164 (**Agency**)

[Insert name and ABN of Service Provider] (Service Provider)

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Details

Parties

Commonwealth of Australia as represented by the National Indigenous Australians Agency ABN 30 429 895 164 (**Agency**).

[Insert name and ABN of Service Provider] (**Service Provider**).

Recitals

- A. The Agency requires the provision renewable energy system maintenance, repair, asset management and upgrade of services (known as Outback Power) in remote Indigenous communities across Western Australia, the Northern Territory and Queensland.
- B. The Service Provider has fully informed itself on all aspects of the work required to be performed and has represented that it has the requisite skills and experience to perform that work.
- C. The Agency has agreed to engage the Service Provider to provide the Services on the terms and conditions contained in this Agreement.

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

Aboriginal Tradition	has the same meaning as it has in section 3 of the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> (Cth).
Acceptance	acceptance by the Agency that all or part of the Services meets the requirements of this Agreement in relation to that Service.
Acceptance Criteria	means the requirements and criteria for Acceptance of Transition-In as specified in this Agreement or the Transition-In Plan.
Acceptance Notification	means a certificate in the form (or substantially in the form) of the certificate set out in Schedule 9 signed and issued by the Agency.
Advisers	<ul style="list-style-type: none"> (a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
Agency	the Commonwealth National Indigenous Australians Agency or any other Commonwealth Agency that administers this Agreement from time to time.
Agency Data	<p>all:</p> <ul style="list-style-type: none"> (a) Agency Material; (b) Official Information; (c) Security Classified Information; and (d) data and information relating to the Agency, and its operations, facilities, customers, Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Agency.

Agency Furnished Items	the items provided by the Agency (including Material that is owned, licensed or otherwise provided by a third party) to the Service Provider for the purpose of providing the Services.
Agency Material	any Materials (including Material that is owned, licensed or otherwise provided by a third party) that the Agency provides or makes available to the Service Provider for the purpose of providing the Services.
Agency Order Form	the form set out in Schedule 4.
Agency Representative	the person identified in Item 2 of the Agreement Details.
Agreed Terms	clauses 1 to 42 of this Agreement which set out the terms and conditions agreed by the parties.
Agreement	this agreement between the Agency and the Service Provider, as amended from time to time in accordance with clause 42.2, and includes its Schedules and any attachments.
Agreement Details	the details set out in Schedule 1.
Agreement Material	any Material that is created by the Service Provider on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Agreement.
Agreement Period	the Initial Agreement Period plus any Option Period exercised in accordance with clause 3.2.
Australian Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Australian Cyber Security Centre	the Australian Cyber Security Centre that forms part of the Australian Signals Directorate.

Business Day	<ul style="list-style-type: none"> (a) for receiving a notice under clause 41, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and (b) for all other purposes, any day that is not a Saturday or Sunday or a national public holiday, and a 'national public holiday' is a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth of Australia Gazette.
Commencement Date	the date on which this Agreement commences, as specified in Item 5 of the Agreement Details.
Commonwealth	the Commonwealth of Australia.
Commonwealth Agency	<ul style="list-style-type: none"> (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation (including a local authority); (b) a body established by the Governor-General or by a Minister of the Commonwealth including the departments; or (c) an incorporated company over which the Commonwealth exercises control.
Confidential Information	<p>information that is by its nature confidential and:</p> <ul style="list-style-type: none"> (a) is designated in Schedule 6 or by the Agency as confidential; or (b) a party knows or ought to know is confidential, <p>but does not include:</p> <ul style="list-style-type: none"> (c) information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.
Conflict of Interest	any circumstance in which the Service Provider or any of the Service Provider's Personnel has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Service Provider's ability to perform the Services, or its obligations under this Agreement, fairly and independently.

Correctly Rendered Invoice	<p>an invoice which is:</p> <ul style="list-style-type: none"> (a) rendered in accordance with all of the requirements of the written contract (note that written contracts will often specify that the invoice must be a tax invoice and/or that certain information must be included in the invoice and/or the format of the invoice); and (b) for amounts that are correctly calculated and due for payment and payable under the terms of the written contract.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Deliverable	any Agreement Material or other item to be supplied by the Service Provider under this Agreement.
Documentation	the documentation to be provided by the Service Provider under clause 9.
Electronic Communication	has the same meaning as in the <i>Electronic Transactions Act 1999</i> (Cth).
End Date	the date specified in Item 6 of the Agreement Details or the conclusion of the last Option Period, as exercised (if any).
Entrusted Person	has the meaning given to this term in the PTR Act.
External Administrator	an administrator, controller or managing controller (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.
Fees	the fees payable to the Service Provider in accordance with Schedule 3 and subject to adjustment from time to time in accordance with clause 17.7.
Freedom of Information Commissioner	the person occupying the position of Freedom of Information Commissioner from time to time pursuant to the <i>Australian Information Commissioner Act 2010</i> (Cth).
General Interest Charge Rate	the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day payment is due, expressed as a decimal rate per day.

Handover Date	[insert] [Note to Tenderers: This date will be advised by the Agency during the negotiations.]
Implementation Report	means a report provided to the entity in accordance with clause 1.
Indigenous Enterprise	means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
Indigenous Participation Plan	the plan set out at Schedule 7.
Indigenous Procurement Policy Reporting Solution or IPPRS	the online portal where contractors report on their progress against their mandatory minimum requirements under the Commonwealth's Indigenous Procurement Policy.
Information Commissioner	the person occupying the position of Australian Information Commissioner from time to time pursuant to the <i>Australian Information Commissioner Act 2010</i> (Cth).
Information Security Manual or ISM	the Australian Government Information Security Manual produced by the Australian Cyber Security Centre.
Initial Agreement Period	the period of time for which this Agreement is intended to continue, as specified in clause 3.1.
Insolvency Event	means, in respect of any person, any of the following: <ul style="list-style-type: none"> (a) it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or must be presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585, of the Corporations Act; (b) except with the Agency's consent: <ul style="list-style-type: none"> (i) it is the subject of a Liquidation, or an order or an application is made for its Liquidation; or (ii) an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;

- (c) an External Administrator is appointed to it or any of its assets or a step is taken to do so or its Related Body Corporate requests such an appointment;
- (d) it becomes the subject of an Ipso Facto Event;
- (e) if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;
- (f) if a trustee of a Trust, it is unable to satisfy out of the assets of the Trust the liabilities incurred by it as and when those liabilities fall due;
- (g) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate pursuant to the *Bankruptcy Act 1966* (Cth);
- (h) any application (not withdrawn or dismissed within five (5) Business Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) a moratorium of any debts of a person;
 - (ii) a personal insolvency agreement;
 - (iii) any other assignment, composition or arrangement (formal or informal) with a person's creditors;
 - (iv) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee; or
 - (v) any agreement or other arrangement of the type referred to in this paragraph (g) is ordered, declared or agreed to;
- (i) a person becomes an insolvent under administration (as defined in the Corporations Act);
- (j) an analogous or equivalent event to any listed above occurs in any jurisdiction; or
- (k) it stops or suspends payment to all or a class of creditors generally.

Intellectual Property Rights

all intellectual property rights, including the following rights:

- (a) copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, domain names and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

Ipsso Facto Event

occurs with respect to a person if the person is or becomes the subject of:

- (a) an announcement, application, compromise, arrangement, managing controller, or administration as described in section 415D(1), section 434J(1) or section 451E(1) of the Corporations Act; or
- (b) any process which under any law may give rise to a stay on, or prevention of, the exercise of contractual rights.

Item

an item in a Schedule to this Agreement.

Law

any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government and includes the common law and rules of equity as applicable from time to time.

Liquidation

means:

- (a) a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or
- (b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them.

Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, data, metadata and the subject matter of any category of Intellectual Property Rights.
Milestone	any fixed date to be met by the Service Provider in performing any of its obligations under this Agreement, as specified in the Statement of Work.
Milestone Payment	a payment of an amount set out in Schedule 3 in respect of a Milestone.
Modify	means to add to, enhance, reduce, change, replace, vary or improve. Derivatives such as Modification and Modified have corresponding meanings.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
Official Information	any information developed, received or collected by or on behalf of the Commonwealth of Australia through its agencies and contracted providers.
Official Resources	includes: <ul style="list-style-type: none"> (a) Official Information; (b) people who work for or with the Commonwealth; and (c) assets belonging to (even if in the possession of contracted contractors) or in the possession of the Commonwealth.
Ombudsman	the office of that name established under the <i>Ombudsman Act 1976</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.

Option Period	a period of time by which this Agreement may be extended as specified in clause 3.2 and Item 7 of the Agreement Details.
Outgoing Provider	the existing service provider to Agency for services and deliverables similar to the Services as of the Commencement Date.
Performance Criteria	the requirements and criteria (if any) set out in the Statement of Work for each Service and Deliverable.
Personal Information	has the meaning given at section 6 of the Privacy Act.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Service Provider, of a subcontractor.
Pre-existing Material	<p>any Material, other than Agreement Material or Third Party Material, which is created by the Seller:</p> <ul style="list-style-type: none"> (a) before the Commencement Date; or (b) independently of the Services, and <p>is made available or used by the Service Provider in the course of providing the Services, together with any:</p> <ul style="list-style-type: none"> (c) error corrections or translations to that Material; and (d) modifications or derivatives of that Material where such modification or derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.
Privacy Act	the <i>Privacy Act 1988</i> (Cth).
Privacy Commissioner	the person occupying the position of Privacy Commissioner from time to time pursuant to the <i>Australian Information Commissioner Act 2010</i> (Cth).
Protected Information	has the meaning given to this term in the PTR Act.
Protective Security Policy Framework or PSPF	the Australian Government's protective security requirements for the protection of its people, information and assets, and can be accessed at https://www.protectivesecurity.gov.au/ .

PT PCP	the Commonwealth's 'Payment Times Procurement Connected Policy' available at https://treasury.gov.au/publication/p2021-183909 .
PT PCP Evaluation Questionnaire	a questionnaire in substantially the form of Appendix C of the PT PCP.
PT PCP Policy Team	the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.
PT PCP Purpose	<ul style="list-style-type: none"> (a) the review, evaluation, monitoring, assessment and reporting on the PT PCP, including the compliance by those Commonwealth suppliers and their subcontractors that are Reporting Entities; or (b) improving payment times to PT PCP Subcontractors.
PT PCP Remediation Plan	a written remediation plan substantially in the form of Appendix D of the PT PCP.
PT PCP Subcontract	<p>a subcontract between a Reporting Entity and another party ('Other Party') where:</p> <ul style="list-style-type: none"> (a) the subcontract is (wholly or in part) for the provision of goods or services for the purposes of this Agreement; (b) both parties are carrying on business in Australia; and (c) the component of the subcontract for the provision of goods or services for the purposes of this Agreement has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the period of the subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the subcontract (but including work/official orders entered into that are valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements); <p>but does not include the following subcontracts:</p> <ul style="list-style-type: none"> (d) subcontracts entered into prior to the Reporting Entities' tender response for this Agreement;

- (e) subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or
- (f) subcontracts for the purposes of:
 - (i) procuring and consuming goods or services overseas; or
 - (ii) procuring real property, including leases and licences.

[Note to Reporting Entities: You will need to identify whether a subcontract delivers goods or services for the purposes of the Agreement with the Agency.]

**PT PCP
Subcontractor**

the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.

PTR Act

the *Payment Times Reporting Act 2020* (Cth), and includes a reference to any subordinate legislation made under the Act.

Reporting Entity

has the meaning given to this term in the PTR Act.

**Reporting Entity
Subcontractor**

any person that:

- (a) is a Reporting Entity; and
- (b) provides goods or services directly or indirectly to the Service Provider for the purposes of this Agreement where the value of such goods or services are estimated to exceed \$4,000,000 (GST inclusive).

Reporting Entity Subcontract has a corresponding meaning.

Resolution Institute

the dispute resolution association with that name and the Australian Business Number 69 008 651 232.

RFQ

the request for quotation entitled 'Renewable energy system maintenance, repair, asset management and upgrade of services (known as Outback Power) in remote Indigenous communities across Western Australia, the Northern Territory and Queensland' and issued by the Agency on [*insert date*].

RFQ Response	the Service Provider's response to the RFQ submitted to the Agency on or about <i>[insert]</i> .
Schedule	a schedule to this Agreement.
Secret and Sacred Material	any information or knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal Tradition.
Security Classified Information	Official Information that, if compromised, could have adverse consequences for the Commonwealth.
Security Incident	a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.
Service Provider	the party specified in Item 3 of the Agreement Details and includes its Personnel.
Service Provider Representative	the person identified in Item 4 of the Agreement Details.
Services	the services to be provided by the Service Provider, as specified in the Statement of Work and includes the supply of the Deliverables.
Specified Acts	<ul style="list-style-type: none"> (a) failing to attribute or falsely attributing the authorship of any Agreement Material, or any content in the Agreement Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the <i>Copyright Act 1968</i> (Cth)); (b) materially altering the style, format, colours, content or layout of the Agreement Material and dealing in any way with the altered Agreement Material or infringing copies (within the meaning of the <i>Copyright Act 1968</i> (Cth)); (c) reproducing, communicating, adapting, publishing or exhibiting any Agreement Material including dealing with infringing copies, within the meaning of the <i>Copyright Act 1968</i> (Cth), without attributing authorship; and (d) adding any additional content or information to the Agreement Material.

Specified Personnel	the Service Provider's Personnel specified in Item 11 of the Agreement Details.
Statement of Tax Record	a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting an STR .
Statement of Work	the details of the Services to be performed under this Agreement, as set out in Schedule 2.
Third Party Material	any Material made available by the Service Provider for the purpose of the Agreement in which a third party holds Intellectual Property Rights.
Traditional Owner(s)	in relation to land, a local descent group of Aboriginal people who have common spiritual affiliations to an area of land (which affiliations place the group under a primary spiritual responsibility for the site) and who are entitled by Aboriginal Tradition to forage over the land.
Transition-In	means the process of transitioning delivery of the Services from the Outgoing Provider to the Service Provider in order to achieve the orderly transition of the Services from the Outgoing Provider.
Transition-In Period	has the meaning given in clause 6.1.
Transition-In Plan	the plan for the Transition-In set out in Schedule 8.
Transition-Out Period	has the meaning given in clause 33.6.
Transition-Out Plan	the plan required to be developed in accordance with clause 33.3.
Transition-Out Services	the services required to be provided by the Service Provider to effect an orderly transfer of the services, functions and operations provided or required to be provided by the Service Provider under this Agreement to another service provider or to the Agency itself, as set out in clause 33 and the Transition-Out Plan.
Trust	means, in respect of a person, each trust or managed investment scheme of which it is or becomes trustee or responsible entity.

Warranted Materials the Pre-existing Material and Third Party Material provided by the Service Provider, the Deliverables and Agreement Material.

WGE Act the *Workplace Gender Equality Act 2012* (Cth).

1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, Schedule or annexure is to a clause or paragraph of, or Schedule or annexure to, this Agreement, and a reference to this Agreement includes any Schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time and any schedules, appendices or annexures to that document or instrument;
- (e) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the time in the place where the obligation is to be performed;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

1.3 Completion of Schedules

To the extent that the parties have not completed Items in a Schedule, unless otherwise stated in the Schedule, that Item will be taken to be 'not applicable' for the purpose of this Agreement.

1.4 Service Provider as Trustee

If the Service Provider is a trustee, the Service Provider:

- (a) enters this Agreement personally and in its capacity as trustee; and
- (b) warrants that:
 - (i) it has been validly appointed as trustee of the trust named in Item 3 of Schedule 1 (**Trust**) and no action has been taken or proposed to remove it as trustee of the Trust;
 - (ii) it is the only trustee of the Trust;
 - (iii) it has the power under the trust deed for the Trust (**Trust Deed**) to enter into and observe its obligations under this Agreement;
 - (iv) it has in full force and effect the authorisations necessary to make this Agreement, perform obligations under this Agreement and allow this Agreement to be enforced (including all authorisations under the Trust, the Trust Deed and the constitution of the Service Provider);
 - (v) the transaction under this Agreement is for the benefit of the Trust;
 - (vi) it has a right to be fully indemnified out of the property it owns as trustee of the Trust in respect of obligations incurred by it under this Agreement;
 - (vii) no action has been taken or proposed by either the Service Provider, a beneficiary of the Trust or a third party to wind up or settle the Trust; and
 - (viii) it has not exercised its powers under the Trust Deed to release, abandon or restrict any power conferred on it by that Trust Deed.

2. Priority of Agreement documents

If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) the Schedules in their order of appearance;
- (c) any attachments to the Schedules; and
- (d) documents incorporated by reference in this Agreement.

3. Duration of Agreement

3.1 Initial Agreement Period

Subject to clause 3.2, this Agreement begins on the Commencement Date and continues until the End Date unless terminated earlier in accordance with this Agreement (**Initial Agreement Period**).

3.2 Option to extend Initial Agreement Period

- (a) The Initial Agreement Period may be extended by the Agency for further period(s), specified in Item 7 of the Agreement Details in Schedule 1 (each an **Option Period**), on the terms and conditions then in effect, by giving written notice to the Service Provider. Such notice must be given at least 30 days before the end of the then current Agreement Period.
- (b) Any extension exercised in accordance with this clause takes effect from the end of the then current Agreement Period.

4. Services to other Agencies

4.1 Obligation to provide Services

The Service Provider offers to provide the Services to any Commonwealth Agency in accordance with the requirements set out in this clause 4.

4.2 Request

A Commonwealth Agency may request the supply of Services in accordance with clause 4.1, by giving the Service Provider a completed Agency Order Form as specified in Schedule 4.

4.3 Separate contracts

Each Agency Order Form agreed with the Service Provider in accordance with this Agreement will create a separate contract between the Service Provider and:

- (a) the Commonwealth represented by the relevant Commonwealth Agency, if the relevant Commonwealth Agency is not a separate legal entity; or
- (b) the Commonwealth Agency, if it is a separate legal entity,

as the case requires, for the supply by the Service Provider of the requested Services to the Commonwealth Agency. For the sake of clarity, the terms and conditions governing each such separate contract will be the same as the provisions of this Agreement, subject to any variations agreed in writing between the Service Provider and the Commonwealth Agency.

5. General obligations of the parties

- (a) The parties will, at all times:
 - (i) act reasonably in performing their obligations and exercising their rights under this Agreement;
 - (ii) diligently perform their respective obligations under this Agreement; and
 - (iii) work together in a collaborative manner.
- (b) The Service Provider must at all times:

- (i) demonstrate the highest possible ethical standards in its dealings and conduct in the provision of the Services under this Agreement; and
- (ii) work and communicate effectively with, and maintain the confidence of, all stakeholders affected by this Agreement; and
- (iii) keep the Customer informed of all matters of which the Customer ought reasonably be made aware, and provide such information in relation to the provision of the Services as may reasonably be required by the Customer.

6. Transition-In

6.1 Transition-In Period

- (a) Transition-In commences on the Commencement Date and continues until Transition-In is Accepted (**Transition-In Period**).
- (b) The Service Provider must perform its obligations during the Transition-In Period:
 - (i) in accordance with this Agreement, including this clause 6, and the Transition-In Plan as specified in Schedule 8; and
 - (ii) so as to achieve Acceptance of Transition-In by the Handover Date. **[Note to Tenderers: As noted above, the Handover Date will be advised by the Agency during the negotiations.]**

6.2 Responsibility

During the Transition-In Period, the Service Provider must:

- (a) use diligent efforts to identify and resolve, or assist the Agency in the resolution of, any problems encountered in the timely completion of each Transition-In activity or task outlined in this Agreement and the Transition-In Plan;
- (b) cooperate, as required by the Agency, with the Outgoing Provider and the Agency for the purpose of facilitating the smooth transition of the provision of the Services to the Service Provider; and
- (c) provide the Agency with the progress reports as specified in the Transition-In Plan (or as otherwise directed by the Agency) that describe in detail the current status of the Transition-In, and identify any actual or anticipated problems and propose solutions to those problems.

6.3 Acceptance of Transition-In

- (a) The Service Provider must provide all assistance reasonably requested by the Agency in connection with the Acceptance of Transition-In.
- (b) The Agency will assess whether the Service Provider has achieved the Acceptance Criteria to determine if the Service Provider is fully able to provide the Services.
- (c) If the Agency's assessment reveals that the Acceptance Criteria:
 - (i) have been achieved, the Agency will issue an Acceptance Notification to that effect to the Service Provider (as specified in Schedule 9); or
 - (ii) have not been achieved, the Service Provider must, at no cost to the Agency, do all things necessary to rectify any problems and the Agency will repeat the assessment in accordance with the Transition-In Plan.

- (d) If:
 - (i) the Service Provider fails to comply with clause 6.3(c)(ii); or
 - (ii) the Service Provider fails to pass the repeat assessment referred to in clause 6.3(c)(ii),
 then the Agency may, at its absolute discretion:
 - (iii) set a new date for repeating the assessment (in which case clause 6.3(c)(ii) applies);
 - (iv) conditionally Accept Transition-In in accordance with clause 6.4; or
 - (v) reject the Transition-In and terminate this Agreement under clause 32.2(b)(i).
- (e) The Service Provider is not liable for Fees conditional on Acceptance of Transition-In unless and until Acceptance of Transition-In has occurred in accordance with this clause 6 and the Transition-In Plan.

6.4 Conditional Acceptance

- (a) The Agency may, at any time, conditionally Accept Transition-In, notwithstanding that the Acceptance Criteria have not been achieved, by giving the Service Provider a notice that:
 - (i) includes a statement that the Agency Accepts Transition-In, subject to certain conditions which the Service Provider must satisfy;
 - (ii) specifies the problems that prevent Transition-In from achieving the Acceptance Criteria;
 - (iii) specifies the remaining conditions which the Service Provider must satisfy to achieve Acceptance of Transition-In; and
 - (iv) specifies the rectification work to be performed by the Service Provider and the time period for performing such work.
- (b) If the Service Provider does not perform the rectification work or satisfy the conditions within the time frame specified in the notice, the Agency may (at its absolute discretion):
 - (i) set a new date for the assessment;
 - (ii) reject the Transition-In and terminate this Agreement under clause 32.2(b)(i); or
 - (iii) pursue any other remedy available under this Agreement or at Law.

6.5 No deemed Acceptance

The Agency will not be deemed to have Accepted Transition-In by any act or omission other than the provision of an Acceptance Notification.

6.6 Responsibility

On and from the Acceptance of Transition-In, the Service Provider must accept full responsibility for provision of the Services in accordance with this Agreement.

6.7 Delays

- (a) The Service Provider must be able to fully provide the Services by the Handover Date.

- (b) The Service Provider must actively monitor and manage the Transition-In, including:
 - (i) anticipating and identifying potential failures to meet the Handover Date (**Delay**); and
 - (ii) taking reasonable steps to avoid those potential Delays.
- (c) If there is an actual or potential Delay:
 - (i) the Service Provider must immediately notify the Agency of the Delay;
 - (ii) the Service Provider must immediately prepare and submit to the Agency a report identifying the nature and consequences of the Delay;
 - (iii) the Service Provider must inform the Agency whether:
 - (A) the Service Provider (or the Service Provider's Personnel) will be able to temporarily work around the problem in order to prevent or rectify the Delay; or
 - (B) any other person can provide the relevant part of the Services in order to prevent, limit or rectify the Delay;
 - (iv) the Agency Representative and Service Provider Representative (or their nominated representatives) must, if requested to do so by the Agency, meet within five Business Days after receiving notification of the actual or potential Delay, to discuss how to prevent, limit or rectify the Delay;
 - (v) the Service Provider must:
 - (A) prepare and submit regular update reports (as required by the Agency) in relation to the Delay; and
 - (B) take all steps reasonably required by the Agency to prevent, limit or rectify the Delay, including working cooperatively with the Outgoing Provider;
 - (vi) if required by the Agency, the parties must negotiate in good faith to attempt to agree on a temporary workaround plan by the time notified by the Agency (having regard to the overall timeframe and the extent of the Delay) which must set out as a minimum:
 - (A) the cost implications of the Delay;
 - (B) the interdependencies; and
 - (C) the expected time impact of the tasks required to rectify the Delay,
 and, if agreed, must be signed and dated by the parties; and
 - (vii) the Service Provider must implement and comply with any temporary workaround plans agreed in accordance with clause 6.7(c)(vi).
- (d) If the parties agree on a temporary workaround plan in accordance with clause 6.7(c)(vi), that workaround plan will:
 - (i) be used by the parties to assist to document that variation in accordance with clause 10;
 - (ii) only operate as a variation of this Agreement to the extent that it relates to, and for the duration of, the Delay and does not operate as a waiver of the

other obligations that the Service Provider may have under this Agreement;
and

- (iii) not limit the Agency's rights or remedies it may have against the Service Provider in connection with the Delay (for example, to claim damages).

6.8 Failure to meet Handover Date

- (a) To the extent a Delay is caused by:
 - (i) a circumstance beyond the Service Provider's control (as specified in clause 30.1), then the provisions of clause 30 will apply;
 - (ii) the Service Provider (or its Personnel), then any costs and expenses incurred by the Service Provider to implement a workaround plan agreed under clause 6.7(d) will be borne by the Service Provider, and the Agency may, at its election and in addition to requiring the performance of the workaround plan, do one or more of the following:
 - (A) withhold payment of Fees until Acceptance of Transition-In;
 - (B) specify a revised Handover Date; and
 - (C) if a Delay cannot be remedied within a timeframe acceptable to the Agency, the Agency may terminate this Agreement under clause 32.2(b)(i); and
 - (iii) the Agency or any third party (not within the control of the Service Provider), then:
 - (A) any reasonable costs and expenses incurred by the Service Provider and agreed by the Agency to implement a workaround plan agreed under clause 6.7(d) will be borne by the Agency; or
 - (B) the Service Provider is relieved from its obligations to meet a milestone affected by the Delay for the duration of the Delay and will be granted an extension of time to perform subsequent obligations impacted by the Delay commensurate with the extent of the Delay. The Service Provider must continue to perform the Services (including Transition-In tasks or activities) that are unaffected by the Delay.

6.9 Regular progress reports

- (a) Every month, the Service Provider must provide to the Agency current, accurate and complete written updates of its progress of Transition-In (including against the timelines identified in the Transition-In Plan).
- (b) Notwithstanding clause 6.9(a), the Service Provider must immediately report to the Agency any material deviation from the Transition-In Plan.

7. Provision of Services

7.1 Service obligations

The Service Provider must supply the Services:

- (a) with due skill and care and in a manner that equals or exceeds the standard expected of a service provider experienced and qualified in the performance of services of a similar kind to the Services;

- (b) promptly, diligently and in a professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) in accordance with this Agreement, including the Acceptance Criteria and Performance Criteria (if any);
- (d) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- (e) using the Specified Personnel (if any);
- (f) in accordance with all applicable Laws and so as not to place the Agency in breach of any Laws;
- (g) in accordance with Commonwealth policies and specific requirements specified in this Agreement, including in Item 8 of the Agreement Details;
- (h) in accordance with any reasonable directions in relation to the Services given by the Agency from time to time;
- (i) so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
- (j) otherwise in accordance with the provisions of this Agreement.

7.2 Service Provider warranties

The Service Provider represents and warrants that:

- (a) it has the right to enter into this Agreement;
- (b) it has all rights, title, licences, interests and property necessary to lawfully perform the Services (including, without limitation, the agreement or consent, where required by Law, of the relevant native title holder or claimants and the Traditional Owners recognised under land rights legislation);
- (c) it and its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- (d) the Services will meet the requirements set out in this Agreement;
- (e) the Services will be fit for the purpose as set out in the Statement of Work;
- (f) the Services will be complete, accurate and free from material faults;
- (g) it will discharge its obligations under this Agreement in accordance with all applicable Laws;
- (h) it has full power and authority to perform and observe its obligations under this Agreement;
- (i) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Service Provider; and
- (j) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened which, if adversely decided, could have an adverse effect on the Service Provider's ability to perform its obligations under this Agreement.

7.3 Provision of Services at the Service Provider's expense

The Service Provider must perform the Services and fulfil all of its obligations under this Agreement at its own expense except as expressly provided to the contrary.

7.4 Access to Agency's premises

The Agency must cooperate with the Service Provider by providing access to its premises and facilities as reasonably necessary to enable the Service Provider to provide the Services.

7.5 Conduct at Agency's premises

The Service Provider must, if using or accessing the Agency's premises or facilities, comply with all reasonable directions and procedures relating to work health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

7.6 Subcontracting

(a) The Service Provider must:

- (i) not subcontract any aspect of the provision of the Services other than to those entities set out in Item 9 of the Agreement Details, without the prior written approval of the Agency;
- (ii) not, in any event, enter into a subcontract under this Agreement with a person or organisation named by the Director of Workplace Gender Equality in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the *Workplace Gender Equality Act 2012* (Cth);
- (iii) ensure that any subcontractor approved under this Agreement complies with all applicable Laws and:
 - (A) clause 7.7 (Work, health and safety);
 - (B) clause 15 (Intellectual Property Rights);
 - (C) clause 20 (Insurance);
 - (D) clause 32 (Termination);
 - (E) clause 22 (Workplace Gender Equality);
 - (F) clause 23 (Confidentiality);
 - (G) clause 24 (Protection of Personal Information);
 - (H) clause 25 (Access to documents);
 - (I) clause 26 (Conflict of Interest);
 - (J) clause 27 (Security);
 - (K) clause 28 (Books and records);
 - (L) clause 29 (Audit and access); and
 - (M) clause 33 (Transition-Out Services); and
 - (N) clause 35 (Modern Slavery).

(b) The Service Provider is fully responsible for the performance of the Services even if the Service Provider subcontracts any aspect of the provision of the Services.

(c) The Service Provider:

- (i) must on request by the Agency provide the Agency with the names of any of the Service Provider's subcontractors;
 - (ii) agrees that the Agency may disclose publicly the names of any of the Service Provider's subcontractors; and
 - (iii) must ensure that any subcontractor agrees that the Agency may disclose the subcontractor's name publicly.
- (d) If requested by the Agency, the Service Provider must promptly provide to the Agency a copy of any contract relating to the Services and/or any Material relating to the engagement of the subcontractor.

7.7 Work health and safety

- (a) In this clause 7.7:
- (i) **corresponding WHS law** has the meaning given in section 4 of the WHS Act;
 - (ii) **Regulator** means an authority referred to in a WHS Law as the relevant authority for occupational health and safety complaints, queries or investigations;
 - (iii) **WHS Act** means the *Work Health and Safety Act 2011* (Cth);
 - (iv) **WHS Law** means the WHS Act and any corresponding WHS law;
 - (v) **WHS entry permit holder** has the meaning given in the WHS Act; and
 - (vi) **WHS Regulations** means the regulations made under the WHS Act.
- (b) The Service Provider must in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors comply, with the provisions of all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority including those arising under a WHS Law in respect of occupational health and safety.
- (c) The Service Provider must, in carrying out its obligations under this Agreement, comply, and use reasonable endeavours to ensure that its subcontractors comply, with any of the Commonwealth's work, health and safety policies as notified, referred to, or made available, by the Commonwealth to the Service Provider in writing.
- (d) If the Service Provider is required by a WHS Law to report to a Regulator an incident arising out of the provision of the Services:
- (i) at the same time, or as soon as is possible in the circumstances, the Service Provider must give notice of such incident, and a copy of any written notice provided to a Regulator, to the Agency; and
 - (ii) the Service Provider must provide to the Agency, within such time as is specified by the Agency, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.
- (e) The Service Provider must inform the Agency of the full details of:
- (i) any suspected contravention of a WHS Law relating to the provision of the Services, within 24 hours of becoming aware of any such suspected contravention;

- (ii) any cessation or direction to cease work relating to the provision of the Services, due to unsafe work, immediately upon the Service Provider being informed of any such cessation or direction;
- (iii) any workplace entry by a WHS entry permit holder, or an inspector, to any place where the Services are being performed or undertaken, within 24 hours of becoming aware of any such workplace entry; and
- (iv) any proceedings against the Service Provider or its officers, or any decision or request by the Regulator given to the Service Provider or its Personnel, under a WHS Law, within 24 hours of becoming aware of any such proceedings, decision or request.

8. Agency Furnished Items

8.1 Agency to provide Agency Furnished Items

- (a) Except as otherwise specified in the Agreement Details, the Service Provider will provide all necessary materials, equipment and resources for the performance of the Services in accordance with this Agreement.
- (b) The Agency will only provide, or procure the provision of, Agency Furnished Items specified in the Agreement Details, including Agency Materials, in the manner and at the time specified in the Agreement Details.
- (c) Agency Furnished Items remain the property of the Agency and the Service Provider must return all Agency Furnished Items that are no longer required for the purposes of this Agreement to the Agency as soon as practicable (unless other arrangements are agreed in writing by the parties).

8.2 Service Provider's general obligations

- (a) The Service Provider must not:
 - (i) use the Agency Furnished Items provided to the Service Provider, or which the Service Provider has access to, other than for the purposes of fulfilling its obligations under this Agreement;
 - (ii) create or allow the creation of any lien, charge or mortgage over any Agency Furnished Items;
 - (iii) purport to sell, let for hire, assign rights in or otherwise dispose of the Agency Furnished Items;
 - (iv) purport to commercially exploit the Agency Furnished Items (or allow any subcontractor or a subcontractor's Personnel to do so); or
 - (v) alter the Agency Furnished Items in any way, other than in providing the Services as required under this Agreement.
- (b) The Service Provider must:
 - (i) comply with all conditions regarding the Agency Furnished Items specified in this Agreement or notified by the Agency to the Service Provider;
 - (ii) take all reasonable care of all Agency Furnished Items;
 - (iii) promptly inform the Agency of any Loss or damage to any Agency Furnished Items and, if requested by the Agency and to the extent that such Loss or damage has been caused by the fault of the Service Provider

or Service Provider Personnel, as soon as practicable replace the Agency Furnished Items at no cost to the Agency;

- (iv) return any Agency Furnished Items in accordance with any request by the Agency; and
 - (v) comply with any reasonable instructions of the Agency for preserving, forwarding or disposing of any damaged Agency Furnished Items at its own cost provided that such damage has been caused by the fault of the Service Provider or Service Provider Personnel.
- (c) The Service Provider accepts the risk for Loss of or damage to any Agency Furnished Items from the time those Agency Furnished Items enter the Service Provider's custody or control, but only to the extent that the Loss or damage is caused or contributed to by the Service Provider or Service Provider Personnel.

8.3 Safeguarding Agency Furnished Items

The Service Provider must establish and maintain safeguards for the control, handling, preservation, protection and maintenance of the Agency Furnished Items in the possession or control of the Service Provider that:

- (a) are no less rigorous than those notified by the Agency from time to time and will be no less rigorous than the safeguards that can be reasonably expected in well run projects; and
- (b) comply with all Laws and any procedures or requirements specified by the Agency from time to time.

8.4 Agency Furnished Items

- (a) The parties acknowledge that the Agency Furnished Items are not provided to the Service Provider for the purpose of either directing or guiding the Service Provider's work under this Agreement. The Agency does not warrant the suitability of Agency Furnished Item for any particular use or application, nor does the Agency warrant the accuracy or precision of that item.
- (b) The Service Provider will be responsible for the application or use of the Agency Furnished Items and any conclusions, assumptions or interpretations made by the Service Provider on the basis of the Agency Furnished Items.
- (c) The Service Provider must ensure that all Agency Furnished Items in the form of information, data and records held in its business systems are captured and maintained in accordance with the principles of ISO16175 (Principles and Functional Requirements for Records in Electronic Office Environments).

9. Documentation

9.1 Provision of Documentation

The Service Provider must give the Agency the Documentation specified in the Statement of Work in the format and at the times specified in the Statement of Work for the Agency's review and approval against the applicable requirements or other criteria specified in this Agreement or to the Agency's satisfaction. If the Agency does not approve any Documentation, it must be rectified by the Service Provider within 5 Business Days of the Agency notifying the Service Provider that the Documentation is not approved, and resubmitted to the Agency for its approval.

9.2 Documentation requirements

The Documentation must at the time of delivery:

- (a) be current and accurate;
- (b) adequately explain key terms and symbols; and
- (c) unless requested otherwise by the Agency in writing, be in English.

10. Varying the Services

10.1 Variations proposed by Agency

Except where the Agency reduces the scope of the Services in accordance with clause 32, if the Agency wants to vary the Services:

- (a) the Agency must write to the Service Provider setting out the proposed variations;
- (b) within 14 days after receiving the Agency's notice or within another period agreed by the parties, the Service Provider must respond in writing to the Agency specifying what impact those variations will have on:
 - (i) the Fees (see clause 10.3);
 - (ii) the Services or Deliverables, including any particular Deliverable;
 - (iii) the Service Provider's ability to perform its obligations under this Agreement (including its ability to meet Milestones); and
 - (iv) this Agreement; and
- (c) within 14 days after receiving the Service Provider's response, or within another period agreed by the parties, the Agency will give the Service Provider a written notice accepting or rejecting the response. If within 14 days after receiving the request or within another period agreed by the parties, the Agency does not give the Service Provider a written notice accepting or rejecting the Service Provider's request, the request will be deemed to be rejected.

10.2 Variations proposed by Service Provider

- (a) If the Service Provider wants to vary the Services the Service Provider must write to the Agency setting out the proposed variations and specifying what impact those variations will have on:
 - (i) the Fees (see clause 10.3);
 - (ii) the Services or Deliverables, including any particular Deliverable;
 - (iii) the Service Provider's ability to perform its obligations under this Agreement (including its ability to meet Milestones); and
 - (iv) this Agreement; and
- (b) within 14 days after receiving the request or within another period agreed by the parties, the Agency will give the Service Provider a written notice accepting or rejecting the Service Provider's request. If within 14 days after receiving the request or within another period agreed by the parties, the Agency does not give the Service Provider a written notice accepting or rejecting the Service Provider's request, the request will be deemed to be rejected.

10.3 Changes to Fees

Changes to Fees associated with a variation in the Services must:

- (a) not exceed any reasonable additional cost;
- (b) take fully into account any reduction in cost; and
- (c) be based to the extent possible on the rates and charges as set out in Schedule 3.

10.4 Effective date of variation

Any variation in the Services takes effect from the date on which the parties execute a deed of variation to this Agreement.

11. Co-operation with Personnel and contractors

The Service Provider must in the performance of the Services under this Agreement:

- (a) fully co-operate with the Agency's Personnel and other contractors and all stakeholders affected by this Agreement; and
- (b) use its best efforts to coordinate its activities so as to support and facilitate, in the Agency's best interests, the timely and efficient completion of all work and other activities to be performed for the Agency by any person.

12. Monitoring progress

12.1 Progress meetings

The parties will meet at the times set out in the Statement of Work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Service Provider must ensure that the Service Provider Representative and the Agency must ensure the Agency Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

12.2 Reporting

The Service Provider must provide the Agency with reports in accordance with the Statement of Work.

13. Performance assessment

13.1 Assessment of Services

Each element of the Services is subject to assessment by the Agency against the relevant Performance Criteria.

13.2 Notice of non-compliant Services

- (a) If the Agency considers that all or part of the Services do not meet the Performance Criteria, the Agency must notify the Service Provider within ten Business Days of assessing the Services against the Performance Criteria.
- (b) The Agency must include reasons for the Services not meeting the Performance Criteria in the notice given under clause 13.2(a).

13.3 Rectification of non-compliant Services

If the Agency notifies the Service Provider that all or part of the Services do not meet the Performance Criteria, the Service Provider must:

- (a) take all necessary steps to ensure that the Services are promptly corrected;
- (b) give notice to the Agency when the Services have been corrected; and
- (c) allow the Agency to repeat the assessment of all or part of the Services against the Performance Criteria,

within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

13.4 Right to terminate

If any part of the Services do not meet the Performance Criteria on two or more occasions, the Agency may (in addition to its other remedies) terminate this Agreement immediately under clause 32.2 by giving the Service Provider written notice.

14. Personnel

14.1 Use of Specified Personnel

The Service Provider must:

- (a) provide the Services or any part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of the Specified Personnel; and
- (b) ensure that each of the Specified Personnel is aware of and complies with the Service Provider's obligations in providing the Services.

14.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Service Provider must notify the Agency immediately. The Service Provider must:

- (a) if requested by the Agency, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
- (b) obtain the Agency's written consent prior to appointing any such replacement person. The Agency's consent will not be unreasonably withheld.

14.3 Agency may request replacement of Personnel

The Agency may at any time request the Service Provider to remove from work in respect of this Agreement any of the Specified Personnel or the Service Provider's Personnel. The Service Provider must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined in clause 14.2.

15. Intellectual Property Rights

15.1 Pre-existing Material

- (a) This clause 15 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material.
- (b) The Service Provider grants to, or must obtain for, the Agency, a perpetual, irrevocable, world-wide, royalty free, non-exclusive licence (including the right to novate or assign the licence, and to sublicense) to use, reproduce, adapt, modify and communicate the Pre-existing Material of the Service Provider.

15.2 Third Party Material

- (a) The Service Provider must provide Third Party Material necessary or appropriate to supply the Services.
- (b) Before using any Third Party Material the Service Provider must procure for the Agency a licence to use the Third Party Material. The licences to use the Third Party Material must give the Agency the same rights as those specified in clause 15.1(b) for the Pre-existing Material of the Service Provider.
- (c) If the Service Provider cannot obtain the licences as described in clause 15.2, the Service Provider must:
 - (i) notify the Agency of the best alternative licence terms for that Third Party Material and not use that Third Party Material unless the Agency consents to those terms; and
 - (ii) if the Agency does not consent under clause 15.2(c)(i) notify the Agency of any comparable Third Party Material and comply with its obligations under this clause 15.2 in respect of comparable Third Party Material.

15.3 Agency ownership of Intellectual Property Rights in Agreement Material

- (a) Unless otherwise specified in item 12 of the Agreement Details, all Intellectual Property Rights in the Agreement Material vest in the Agency on creation. If item 12 of the Agreement Details specifies that the Service Provider is to own the Intellectual Property Rights in the Agreement Material, this clause 15.3 does not apply and is replaced by the clauses set out in item 12 of the Agreement Details.
- (b) To the extent that the Service Provider needs to use any of the Agreement Material for the purpose of performing its obligations under this Agreement, the Agency grants to the Service Provider for the Agreement Period, subject to any conditions or restrictions specified in item 13 of the Agreement Details and any direction by the Agency, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, Modify and communicate such Material solely for the purpose of providing the Services.

15.4 Licence of Agency Material to Service Provider

- (a) To the extent that the Service Provider needs to use any of the Agency Material for the purpose of performing its obligations under this Agreement, the Agency grants to the Service Provider, subject to any direction given by the Agency, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, Modify and communicate such Material (excluding Secret and Sacred Material) solely for the purpose of providing the Services.
- (b) Where the Service Provider wishes to use any Agreement Material otherwise than for the purpose of providing the Services, it may only do so:
 - (i) with the express written permission from the Agency; and
 - (ii) at the Service Provider's own cost.

15.5 Agency Data

- (a) Subject to compliance with clause 27, the Agency grants the Service Provider a licence to use or possess Agency Data solely for the purpose of fulfilling its obligations to provide the Services.
- (b) The Service Provider agrees that:

- (i) to the extent that the Service Provider creates, Modifies or adapts any of the Agency Data in the course of providing the Services (**Created Data**), all Intellectual Property Rights in such Created Data (whether existing in a tangible or intangible form or format) will vest absolutely in the Agency on its creation, and the Service Provider assigns all of its existing and future right, title and interest (including all Intellectual Property Rights) in such Created Data to the Agency; and
- (ii) the Service Provider's right to use or possess Created Data is granted solely for the purpose of fulfilling its obligations to provide the Services.
- (c) The Service Provider must comply with any directions of, or conditions imposed by the Agency in relation to Agency Data.

15.6 Warranty

The Service Provider warrants that:

- (a) the Warranted Materials and the Agency's use of the Warranted Materials will not infringe the Intellectual Property Rights or Moral Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 15.

15.7 Remedy for breach of warranty

If someone claims, or the Agency reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Service Provider must, in addition to the indemnity under clause 19 and to any other rights that the Agency may have against it, promptly, at the Service Provider's expense:

- (a) use its best efforts to secure the rights for the Agency to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

15.8 Delivery of Agreement Material

On the expiry or termination of this Agreement or on such earlier date as may be specified by the Agency, the Service Provider must deliver to the Agency Representative all Agreement Material.

16. Moral Rights

To the extent permitted by applicable Laws and for the benefit of the Agency, the Service Provider must:

- (a) give, where the Service Provider is an individual; and
- (b) use its best endeavours to ensure that each of the Personnel used by the Service Provider in the production or creation of the Agreement Material gives,

genuine consent in writing, in a form acceptable to the Agency, to the use of the Agreement Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

17. Payment

17.1 Obligation to pay Fees

Subject to this clause and the Services meeting the Performance Criteria, the Agency must pay to the Service Provider the Fees as set out in Schedule 3.

17.2 Service Provider to provide invoice

The Service Provider must provide a correctly rendered invoice to the Agency for the Fees in accordance with the requirements specified in Schedule 3.

17.3 Due date for payment

The Agency must make payment of a correctly rendered invoice within 30 days after receiving the invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.

17.4 Correctly rendered invoice

For the purposes of clauses 17.2 and 17.3, an invoice is correctly rendered if it:

- (a) is correctly addressed and calculated in accordance with this Agreement;
- (b) relates only to Services that have been delivered to the Agency in accordance with this Agreement; and
- (c) complies with the requirements of Schedule 3.

17.5 Incorrect invoices and under / over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Service Provider, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Agency to the Service Provider under this Agreement.

17.6 Expenses

- (a) Unless specified otherwise in Schedule 3, the Service Provider must not charge the Agency for any disbursements, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Fees.
- (b) The Agency is under no obligation to pay any amount in excess of the Fees.

17.7 Adjustment of Fees

The Fees will be adjusted at the times and in accordance with the method (if any) specified at Schedule 3.

17.8 Right of set-off

- (a) The Service Provider agrees that (in addition to any right of set-off or similar right to which the Agency may be entitled by law) the Agency may, at any time without prior notice, set off any amounts or sums owing or due by the Agency to the Service Provider against any sum due to it from the Service Provider in connection with this Agreement.
- (b) Any deduction or set off will not prevent the Agency from recovering the balance of the payment or debt owed by the Service Provider.

18. GST

18.1 Interpretation

In this clause 18:

- (a) unless the context requires otherwise, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act;
- (b) a reference to a GST liability or input tax credit entitlement of a party includes a GST liability or input tax credit entitlement of the representative member of any GST group of which that party is a member;
- (c) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 18; and
- (d) any reference to GST payable by, input tax credit entitlements of or adjustments for an entity includes any notional GST, input tax credit or adjustments arising in accordance with Division 177 of the GST Act or any relevant State legislation confirming the imposition of GST on State entities.

18.2 GST gross up

- (a) Subject to clauses 18.2(b) and 18.6, if a party (**Supplier**) makes a supply under or in connection with this Agreement in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**).
- (b) No additional GST Amount is payable under this clause 18.2 where the consideration for the supply is expressly stated to be inclusive of GST.

18.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 18.2.

18.4 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or value, that payment will be calculated by reference to or as a specified percentage of the amount or value exclusive of GST.

18.5 Adjustments

- (a) If the GST payable by a Supplier on any supply made under or in connection with this Agreement varies from the GST Amount paid or payable by the Recipient under clause 18.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 18.2.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

18.6 Tax invoice

A party need not pay a GST Amount until it receives a tax invoice for the supply to which the payment relates.

19. Indemnity

19.1 Indemnity by the Service Provider

The Service Provider indemnifies the Agency and its subcontractors and Personnel (**those indemnified**) against all Losses sustained or incurred by any of those indemnified arising out of or in connection with:

- (a) any negligent, unlawful or wilfully wrong act or omission of the Service Provider or its subcontractors or Personnel;
- (b) any breach by the Service Provider (including any of its Personnel) of its obligations or warranties under this Agreement;
- (c) any actual, likely or threatened breach of any provision of the Service Provider's or subcontractor's obligations relating to Confidential Information or Personal Information; or
- (d) an allegation that any Services or Warranted Materials (including the use of any Services or Warranted Materials by the Agency or its subcontractors or Personnel) infringe the Intellectual Property Rights or Moral Rights of a third party. For the purposes of this clause 19.1(d), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

19.2 Contribution

The liability of a party (**Party A**) for any Losses incurred by another party (**Party B**) will be reduced proportionately to the extent that any negligent act or omission of Party B (or of its subcontractors or Personnel) contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

19.3 Enforcement

Without limiting clause 19.1, the Services Provider agrees that the indemnity may be enforced for the benefit of each of those indemnified in the name of the Agency or of those indemnified.

19.4 Agency's right to be indemnified is additional to other rights

The Agency's right to be indemnified under clause 19.1 is in addition to, and not exclusive of, any other right, power, or remedy provided by Law or in equity.

20. Insurance

20.1 Obligation to take out and maintain insurance

The Service Provider must have and maintain for the period specified in clause 20.2(a) or clause 20.2(b) (as the case may be):

- (a) workers' compensation insurance as required by Law; and
- (b) public liability insurance and professional indemnity or errors and omissions insurance as specified in Item 14 of the Agreement Details.

20.2 Insurance period

- (a) If the Service Provider takes out a 'claims made' policy, which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Service Provider must maintain the policy (or a policy in like terms) during the Agreement Period and for a period of seven years on and from the expiry or the early termination of this Agreement.
- (b) If the Service Provider takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of event can occur at any time subsequently, the Service Provider must maintain the policy during the Agreement Period.

20.3 Subcontractors

The Service Provider must ensure that any subcontract entered into by the Service Provider in relation to this Agreement places on the subcontractor, in respect of the subcontractor's activities, the same or similar obligations about insurances, as this clause 20 places on the Service Provider.

20.4 Confirmation of insurance

The Service Provider must, on request by the Agency, provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by this clause 20.

21. Guarantees

[Note to Tenderers: The Agency may require the preferred Tenderer to provide a bank guarantee and/or a parent company guarantee. Whether one or both and the amount of the bank guarantee (if required by the Agency) will be advised by the Agency during the negotiations, based on the risk profile of the preferred Tenderer.]

21.1 Bank guarantee

- (a) The Agency may require the Service Provider to provide to the Agency, on or before the Commencement Date or at any time during the Agreement Period, a security in the form of an unconditional and irrevocable bank guarantee for the amount specified in item 15 of the Agreement Details executed by a financial institution acceptable to the Agency, in a form approved by the Agency.
- (b) The bank guarantee provided in accordance with clause 21.1(a) must remain in place until the Agency notifies the Service Provider that it is no longer required.

21.2 Parent company guarantee

- (a) The Agency may require the Service Provider to provide to the Agency on or before the Commencement Date or at any time during the Agreement Period, a guarantee executed by its parent company and in the form required by the Agency.
- (b) The parent company guarantee provided in accordance with clause 21.2(a) must remain in place until the Agency notifies the Service Provider that it is no longer required.

21.3 Exercising the guarantees

The guarantees provided under clauses 21.1 and 21.2 will be exercisable by the Agency for either or both of the following:

- (a) to the extent required to obtain compensation for the Losses suffered by the Agency if the Service Provider fails to perform any or all of its obligations under this Agreement, including on the termination of this Agreement in accordance with clause 32.2; or
- (b) to recover any debts due to the Agency under or in connection with the Agreement.

21.4 Replacement of bank guarantee

If the Agency exercises its rights under clause 21.3 in relation to the bank guarantee then the Service Provider must within five Business Days of the exercise of such rights provide a replacement security to the Agency in the same form and amount as required by clause 21.1.

21.5 Notification

Where the Agency deducts the amount of a debt from any payment or the security, it must advise the Service Provider in writing that it has done so.

21.6 Failure to provide or maintain

Without limiting any of the Agency's other rights under this Agreement or otherwise, if the Service Provider fails to provide or maintain the guarantees required by clauses 21.1 and 21.2, the Agency may withhold all or part of any payment under this Agreement until the Service Provider meets those obligations.

21.7 Release

If the Agency exercises any or all of its rights under the guarantees provided under this clause 21, the Agency will not be liable for, and the Service Provider releases the Agency from liability for, any resultant loss or damage to the Service Provider.

21.8 Other remedies

The Agency's rights to recover from the Service Provider the balance of Losses suffered by the Agency after exercise of the securities provided under this clause 21 will not be limited by the Agency's exercise of the security.

22. Workplace Gender Equality

- (a) This clause 22 applies only to the extent that the Service Provider is a 'relevant employer' for the purposes of the WGE Act.
- (b) The Service Provider must comply with its obligations, if any, under the WGE Act.
- (c) If the Service Provider becomes non-compliant with the WGE Act during the Agreement Period, the Service Provider must notify the Agency.
- (d) If the Agreement Period exceeds 18 months, the Service Provider must provide a current letter of compliance obtained from the WGE Agency within 18 months from the Commencement Date and following this, annually, to the Agency.
- (e) Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this Agreement.

23. Confidentiality

23.1 Confidential Information not to be disclosed

- (a) Subject to clause 23.3, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- (b) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

23.2 Written undertakings

- (a) The Agency may at any time require the Service Provider to arrange for:
 - (i) its Advisers; or
 - (ii) any other third party, other than an employee, to whom information may be disclosed pursuant to clause 23.3(a) or (e),

to give a written undertaking, which may be in the form set out in Schedule 4.

- (b) If the Service Provider receives a request under clause 23.2, it must promptly arrange for all such undertakings to be given.

23.3 Exceptions to obligations

The obligations on the parties under this clause 23 will not be taken to have been breached to the extent that Confidential Information is:

- (a) disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) disclosed to a party's internal management personnel, solely to enable effective management or auditing of Agreement related activities;
- (c) disclosed by the Agency to the responsible Minister;
- (d) disclosed by the Agency, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
- (e) shared by the Agency within the Agency's organisation, or with another Agency, where this serves the Commonwealth's legitimate interests;
- (f) authorised or required by Law, including under this Agreement, under a licence or otherwise, to be disclosed; or
- (g) in the public domain otherwise than due to a breach of this clause 23.

23.4 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- (a) pursuant to clauses 23.3(a), (b) or (e), the disclosing party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clauses 23.3(c) and (d), the disclosing party must notify the receiving party that the information is Confidential Information.

23.5 Additional confidential information

- (a) The parties may agree in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement.
- (b) Where the parties agree in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of the Agreement, that information becomes Confidential Information under this Agreement on and from the date on which both parties agree in writing.

23.6 Period of confidentiality

The obligations under this clause 23 continue, notwithstanding the expiry or termination of this Agreement:

- (a) in relation to an item of information described in Schedule 6, for the period set out in that Schedule in respect of that item; and
- (b) in relation to any information which the parties agree in writing after the date of this Agreement is to constitute Confidential Information for the purposes of this Agreement, for the period agreed by the parties in writing in respect of that information.

23.7 No reduction in privacy obligations

Nothing in this clause 23 derogates from any obligation which either party may have either under the Privacy Act as amended from time to time, or under this Agreement, in relation to the protection of Personal Information.

24. Protection of Personal Information**24.1 Application of the clause**

This clause applies only where the Service Provider deals with Personal Information when, and for the purpose of, providing the Services under this Agreement.

24.2 Definitions

In this clause 24:

- (a) **'agency'** has the meaning given in the Privacy Act;
- (b) **'approved privacy code'** or **'APC'** means a code approved or registered under the Privacy Act;
- (c) **'Australian Privacy Principles'** or **'APPs'** means the Australian Privacy Principles under Schedule 1 of the Privacy Act;
- (d) **'Eligible Data Breach'** has the meaning given in the Privacy Act;
- (e) **'organisation'** has the meaning given in the Privacy Act; and
- (f) **'Privacy Commissioner'** has the meaning given in the Privacy Act.

24.3 Obligations

The Service Provider acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of the performance of the Services:

- (a) to use or disclose Personal Information obtained during the course of performing the Services, only for the purposes of the Agreement;

- (b) maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with this Agreement; and
- (c) comply with, and at all times act in a manner that is consistent with, the APPs which apply to organisations including:
 - (i) developing and implementing practices, procedures and systems:
 - (A) to ensure the Service Provider complies with the APPs;
 - (B) that will enable the Agency to comply with the APPs; and
 - (C) that will enable the Service Provider to deal with inquiries or complaints from individuals about the Service Provider's compliance with the APPs or any registered APP code binding on the Service Provider; and
 - (ii) maintaining records of the Personal Information held by the Service Provider in relation to this Agreement;
- (d) not to do any act or engage in any practice that would breach an APP if done or engaged in by an agency;
- (e) to carry out and discharge the obligations contained in the APPs as if it were an agency under the Privacy Act;
- (f) to notify individuals whose Personal Information the Service Provider holds that complaints about acts or practices of the Service Provider may be investigated by the Privacy Commissioner who has power to award compensation against the Service Provider in appropriate circumstances;
- (g) not to use or disclose Personal Information for the purpose of direct marketing unless the Service Provider collected the information for the purpose of meeting (directly or indirectly) an obligation under this Agreement and the use or disclosure is necessary to meet (directly or indirectly) such an obligation;
- (h) to the extent required by law and in performing this Agreement, comply with the APPs and in particular Australian Privacy Principle 12 relating to access to records;
- (i) to immediately notify the Agency if the Service Provider becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 24, whether by the Service Provider or any subcontractor;
- (j) not to disclose any Personal Information held in relation to this Agreement to an overseas recipient, without the written prior consent of the Agency;
- (k) to comply with any directions, rules, guidelines, determinations or recommendations of the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 24; and
- (l) to ensure that any Service Provider's Personnel who are required to deal with Personal Information for the purposes of the Agreement are made aware of, and undertakes in writing to observe, the APPs and other obligations of the Service Provider set out in this clause 24.

24.4 Eligible Data Breaches

- (a) Without limiting any other term of this Agreement, if the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Service Provider as a result of this Agreement or its provision of the Services, the Service Provider must:
 - (i) notify the Agency in writing promptly (and in any event within 48 hours);
 - (ii) unless otherwise directed by the Agency, carry out an assessment in accordance with the requirements of the Privacy Act; and
 - (iii) where requested by the Agency, assist the Agency in carrying out an assessment of the consequences to the Agency of the Eligible Data Breach.
- (b) Where the Service Provider is aware that there are reasonable grounds to believe there has been, or where the Agency notifies the Service Provider that there has been, an Eligible Data Breach in relation to any Personal Information held by the Service Provider as a result of this Agreement or its provision of the Services, the Service Provider must:
 - (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (ii) unless otherwise directed by the Agency, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (iii) take any other action as reasonably directed by the Agency.

24.5 Subcontracts

The Service Provider must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Service Provider has under this clause 24, including the requirement in relation to subcontracts.

24.6 Indemnity

The Service Provider indemnifies the Agency in respect of any Loss suffered or incurred by the Agency which arises directly or indirectly from a breach of any of the obligations of the Service Provider under this clause 24, or a subcontractor under the subcontract provisions referred to in clause 24.4.

25. Access to documents

25.1 Application of clause

This clause 25 only applies if specified in Item 16 of the Agreement Details.

25.2 Provision of documents

- (a) Where the Agency has received a request for access to a document created by, or in the possession of, the Service Provider or any subcontractor that relates to the performance of this Agreement (and not to the entry into this Agreement), the Agency may at any time by written notice require the Service Provider to provide the document to the Agency and the Service Provider must, at no additional cost to the Agency, promptly comply with the notice.

- (b) The Service Provider must include in any subcontract relating to the performance of this Agreement provisions that will enable the Service Provider to comply with its obligations under this clause 25.
- (c) In this clause, **document** has the same meaning as it has in the *Freedom of Information Act 1982* (Cth).

26. Conflict of Interest

26.1 Warranty that there is no Conflict of Interest

The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement.

26.2 Notification of a Conflict of Interest

If, during the performance of the Services a Conflict of Interest arises, or appears likely to arise, the Service Provider must:

- (a) notify the Agency immediately in writing;
- (b) make full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps the Service Provider proposes to take to resolve or otherwise deal with the Conflict of Interest; and
- (c) take such steps as the Agency requires to resolve or otherwise deal with the Conflict of Interest.

27. Security

27.1 Compliance with PSPF

The Service Provider must, and must ensure that its Personnel, comply with:

- (a) all relevant requirements specified in the PSPF;
- (b) the requirements of the Agency's protective security policies and procedures under the PSPF, including as specified in item 17 of the Agreement Details and any additional security requirements specified in item 17 of the Agreement Details; and
- (c) any other security requirements that are notified by the Agency to the Service Provider from time to time, including any changes to the requirements referred to in clauses 27.3(a), (b) and/or (c). Such other security requirements must be complied with from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

27.2 Security Classified Information

The Service Provider acknowledges and agrees that:

- (a) it must not, and must not permit any of its Personnel to access Security Classified Information unless the individual concerned has a security clearance to the appropriate level and the need-to-know, and will prevent access by any such individual whose security clearance has lapsed or been revoked or who no longer requires such access;
- (b) it must notify the Agency immediately upon becoming aware of any unauthorised access to Security Classified Information and the extent and nature of that

access (whether incidental or accidental access, or by any of its Personnel), and must comply with any reasonable directions of the Agency in order to rectify the Security Incident; and

- (c) it must, and must ensure that its Personnel, store and handle Security Classified Information and resources in premises and facilities that meet the minimum standards set by the PSPF for storage and handling of such information and/or resources, as applicable, of the relevant security classification level.

27.3 Official Information

In relation to Official Information, the Service Provider must:

- (a) if and when requested by the Agency, arrange for it and its Personnel to promptly execute a declaration of interest and deed of non-disclosure, in a form reasonably required by the Agency, relating to the use and non-disclosure of Official Information in connection with this Agreement;
- (b) promptly notify and disclose to the Agency any conflict of interest affecting it or its Personnel that may impact on security in the performance of the Service Provider's obligations with respect to Official Information under this Agreement;
- (c) promptly inform, and keep informed, its Personnel in respect of all the Agency's security requirements, and the security obligations of the Service Provider under this Agreement, including that the obligation to maintain confidentiality of Official Information is ongoing (notwithstanding termination or expiry of this Agreement or the Personnel's involvement with this Agreement);
- (d) ensure that its Personnel, have and use systems, that meet the designated information security standards under the Australian Government Information Security Manual, for the electronic processing, storage, transmission and disposal of Official Information; and
- (e) on termination or expiry of this Agreement, ensure that it and its Personnel:
 - (i) delete all Official Information from their respective ICT systems, and
 - (ii) return all Agency resources and assets to the Agency,
 except to the extent that the Law requires it to be retained by them, in which event the retained information, resource or asset continues to be subject to all security requirements applying under this Agreement.

27.4 Access to information and premises

- (a) The Service Provider (and its Personnel) must not access Agency Data classified at a level higher than the security classification identified in item 18 of the Agreement Details without the Agency's prior written consent.
- (b) Before accessing Agency Data classified above 'OFFICIAL: Sensitive', or having unsupervised access to Agency premises, the Service Provider (or its Personnel) must:
 - (i) provide a confidentiality undertaking and secrecy declaration in a form satisfactory to the Agency;
 - (ii) produce such documents as the Agency may require to verify their identity and, if relevant, their right to work in Australia; and

- (iii) undergo an Agency character assessment, including signing a consent for the Agency to obtain a police records check to confirm a satisfactory convictions history.
- (c) Before accessing Agency Data classified 'Protected' or higher, the Service Provider (or its Personnel) must also undergo a formal security assessment and be granted a subsequent security clearance.

27.5 Security clearances

The Service Provider acknowledges and agrees that:

- (a) upon reasonable notice from the Agency, it must ensure that each of its Personnel hold and maintain a security clearance at the level and for the period as notified by the Agency to the Service Provider, from time to time; and
- (b) unless otherwise specified in item 19 of the Agreement Details, it is responsible for all costs associated with obtaining and maintaining security clearances for its Personnel.

27.6 Use of Agency Data

The Service Provider must not, and must ensure that its subcontractors and Personnel do not:

- (a) use Agency Data held by the Service Provider, or which the Service Provider has access to, other than for the purpose of performing the Services;
- (b) allow any person to access or use Agency Data other than in providing the Services required under this Agreement;
- (c) purport to sell, let for hire, assign rights or otherwise dispose of Agency Data;
- (d) purport to commercially exploit Agency Data;
- (e) alter Agency Data in any way, other than in providing the Services as required under this Agreement;
- (f) remove Agency Data or allow Agency Data to be removed from the Agency's premises without the Agency's prior written consent; and
- (g) store, take, transfer, transmit or disclose Agency Data or allow Agency Data to be taken, transferred, accessed or disclosed outside of Australia, without the Agency's prior written consent.

28. Books and records

28.1 Service Provider to keep books and records

The Service Provider must:

- (a) keep and require its subcontractors to keep comprehensive, accurate and adequate books and records, in accordance with Australian Accounting Standards, in sufficient detail to enable the amounts payable by the Agency under this Agreement to be determined; and
- (b) retain and require its subcontractors to retain all books and records relating to the Services for a period of seven years after termination or expiration of this Agreement or such longer period as may be required by Law.

28.2 Costs

The Service Provider must bear its own costs of complying with this clause 28.

28.3 Survival

This clause applies for the Agreement Period and for a period of seven years from the termination or expiry of this Agreement.

29. Audit and access**29.1 Right to conduct audits**

The Agency or a representative may conduct audits relevant to the performance of the Service Provider's obligations under this Agreement. Audits may be conducted of:

- (a) the Service Provider's operational practices and procedures as they relate to this Agreement, including security procedures;
- (b) the accuracy of the Service Provider's invoices and reports in relation to the provision of the Services under this Agreement;
- (c) the Service Provider's compliance with its confidentiality, privacy and security obligations under this Agreement;
- (d) Material (including books and records) in the possession of the Service Provider relevant to the Services or this Agreement; and
- (e) any other matters determined by the Agency to be relevant to the Services or this Agreement.

29.2 Access by the Agency

- (a) The Agency may, at reasonable times and on giving reasonable notice to the Service Provider:
 - (i) access the premises of the Service Provider to the extent relevant to the performance of this Agreement;
 - (ii) require the provision by the Service Provider, its Personnel or subcontractors, of records and information in a data format and storage medium accessible by the Agency by use of the Agency's existing computer hardware and software;
 - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Service Provider, its Personnel or subcontractors; and
 - (iv) require assistance in respect of any inquiry into or concerning the Services or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Agency), any request for information directed to the Agency, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Service Provider must provide access to its computer hardware and software to the extent necessary for the Agency to exercise its rights under this clause, and provide the Agency with any reasonable assistance requested by the Agency to use that hardware and software.
- (c) The Service Provider must promptly comply with all requirements of the Agency under this clause 29.2.

29.3 Conduct of audit and access

The Agency must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 29.1; and
 - (b) the exercise of the general rights granted by clause 29.2 by the Agency,
- do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under this Agreement.

29.4 Costs

Each party must bear its own costs of any reviews and / or audits.

29.5 Auditor-General, Ombudsman and Commissioners

The rights of the Agency under clauses 29.2(a)(i) to 29.2(a)(iii) apply equally to the Auditor-General, the Ombudsman, the Information Commissioner, the Privacy Commissioner and the Freedom of Information Commissioner, or his or her delegate, for the purpose of performing the Auditor-General's, Ombudsman's, Information Commissioner's, Privacy Commissioner's or Freedom of Information Commissioner's statutory functions or powers.

29.6 Service Provider to comply with Auditor-General's, Ombudsman's and Commissioner's requirements

The Service Provider must do all things necessary to comply with the Auditor-General's, the Ombudsman's, the Information Commissioner's, the Privacy Commissioner's or the Freedom of Information Commissioner's, or his or her delegate's requirements, notified under clause 29.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Ombudsman, the Information Commissioner, the Privacy Commissioner or the Freedom of Information Commissioner, or his or her delegate.

29.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Agreement.

29.8 Subcontractor requirements

The Service Provider must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause.

29.9 No restriction

Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General, the Ombudsman, the Information Commissioner, the Privacy Commissioner or the Freedom of Information Commissioner, or his or her delegate. The rights of the Agency under this Agreement are in addition to any other power, right or entitlement of the Auditor-General, the Ombudsman, the Information Commissioner, the Privacy Commissioner or the Freedom of Information Commissioner, or his or her delegate.

29.10 Survival

This clause applies for the Agreement Period and for a period of seven years from the termination or expiry of this Agreement.

30. Force majeure

30.1 Occurrence of force majeure event

A party (**Affected Party**) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Service Provider only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation but does not include any event arising from the currently declared pandemic known as 'COVID-19'.

30.2 Notice of force majeure event

When the circumstances described in clause 30.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.

30.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 30.1 continues for a period of more than 14 consecutive days, the other party may terminate this Agreement immediately by giving the Affected Party written notice.

30.4 Consequences of termination

If this Agreement is terminated under clause 30.3:

- (a) each party will bear its own costs and neither party will incur further liability to the other; and
- (b) where the Service Provider is the Affected Party, it will be entitled to payment for Services accepted or work performed prior to the date of intervention of the circumstances described in clause 30.1.

31. Dispute resolution

31.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Agreement (**Dispute**), a party must comply with this clause 31 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 31.

31.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

31.3 Parties to resolve Dispute

During the period of 14 days after notification of a Dispute is given under clause 31.2 (or longer period if the parties agree in writing) the parties shall attempt to resolve the Dispute by negotiation at the officer level. If the parties cannot resolve the Dispute at the officer level within that period, each party to the Dispute must use its reasonable efforts through a meeting of CEOs, agency heads, or equivalent level, to resolve the Dispute. If the parties cannot resolve the Dispute within 14 days at the CEO, agency head or equivalent level, they must refer the Dispute to a mediator if one of them requests.

31.4 Appointment of mediator

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 31.3, the chairperson of Resolution Institute or the chairperson's nominee will appoint a mediator.

31.5 Role of mediator and obligations of parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 31.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

31.6 Confidentiality

Any information or documents disclosed by a party under this clause 31:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

31.7 Costs

Each party to a Dispute must pay its own costs of complying with this clause 31. The parties to the Dispute must equally pay the costs of any mediator.

31.8 Termination of dispute resolution process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 31.1 to 31.5. Clauses 31.6 and 31.7 survive termination of the dispute resolution process.

31.9 Breach of this clause

If a party to a Dispute breaches any of clauses 31.1 to 31.8, the other party does not have to comply with those clauses in relation to the Dispute.

31.10 Obligations continue

- (a) Despite the existence of a Dispute, the parties must continue to perform their obligations under this Agreement, unless a direction is issued in accordance with clause 31.10.
- (b) If directed and notified in writing by the Agency to do so, the Service Provider must cease performing the obligations of the Service Provider under this Agreement which are specified in the Agency's notice until the Agency issues a further written notice to the Service Provider directing it to resume performance of those obligations.

32. Termination**32.1 Termination and reduction for convenience**

- (a) The Agency may, at any time, by notice, terminate this Agreement or reduce the scope of the Services, including for a machinery of government change.
- (b) On receipt of a notice of termination or reduction the Service Provider must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination and to protect Agency Material, Agency Furnished Items and Agreement Material; and

- (iii) continue work on any part of the Services not affected by the notice.
- (c) If this Agreement is terminated under this clause 32.1, the Agency is liable only for:
 - (i) payments under clause 17 for Services rendered before the effective date of termination; and
 - (ii) reasonable costs incurred by the Service Provider and directly attributable to the termination.
- (d) If the scope of the Services is reduced, the Agency's liability to pay the Fees or to provide Agency Material and Agency Furnished Items abates in accordance with the reduction in the Services.
- (e) The Agency is not liable to pay compensation under clause 32.1 in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under this Agreement, exceed the total Fees payable under this Agreement.
- (f) The Service Provider is not entitled to compensation for loss of prospective profits.

32.2 Termination by the Agency for default

- (a) Without limiting any other rights or remedies the Agency may have against the Service Provider arising out of or in connection with this Agreement, subject to any applicable statutory stay on the exercise of rights, including sections 415D, 434J and 451E of the Corporations Act (as applicable), the Agency may terminate this Agreement effective immediately by giving notice to the Service Provider if:
 - (i) the Service Provider breaches a material provision of this Agreement where that breach is not capable of remedy;
 - (ii) the Service Provider breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or
 - (iii) an event specified in clause 32.2 happens to the Service Provider.
- (b) Without limitation, for the purposes of clause 32.2, each of the following constitutes a breach of a material provision:
 - (i) a failure to comply with clause 6 (Transition-In);
 - (ii) breach of warranty under clause 7.2 (Service Provider warranties);
 - (iii) a failure to comply with clause 7.7 (Work, health and safety);
 - (iv) a failure to comply with clause 14 (Personnel);
 - (v) a failure to comply with clause 15 (Intellectual Property Rights);
 - (vi) a failure to comply with clause 20 (Insurance);
 - (vii) a failure to comply with clause 22 (Workplace Gender Equality);
 - (viii) a failure to comply with clause 23 (Confidentiality);
 - (ix) a failure to comply with clause 24 (Protection of Personal Information);
 - (x) a failure to comply with clause 25 (Access to Documents);

- (xi) a failure to notify the Agency of a Conflict of Interest under clause 26 (Conflict of Interest); or
 - (xii) a failure to comply with clause 27 (Security).
- (c) The Service Provider must notify the Agency immediately if:
- (i) the Service Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Service Provider;
 - (ii) the Service Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iii) the Service Provider ceases to carry on business;
 - (iv) a course of action of the type referred to in section 588GA(1)(a) of the Corporations Act starts to be developed or undertaken in relation to the Service Provider or a debt is incurred in connection with any such course of action;
 - (v) an Insolvency Event occurs in relation to the Service Provider; or
 - (vi) where the Service Provider is a partnership, any step is taken to dissolve that partnership.

32.3 Potential Default

- (a) For the purposes of this clause **Potential Default** means any event, thing or circumstance which does not fall within the scope of clause 30 and which likely would:
- (i) result in delay in meeting any requirement of the performance of the Services;
 - (ii) result in the Service Provider not being able to achieve a Milestone; or
 - (iii) give rise to a right of termination pursuant to clause 32.2 with the giving of notice or the passage of time.
- (b) The Service Provider must notify the Agency immediately upon becoming aware of a Potential Default and must include the following information, substantially in the form of the template provided by the Agency (if any), in its notice:
- (i) the nature of and reason for the Potential Default;
 - (ii) how the Service Provider proposes to rectify the Potential Default;
 - (iii) the date on which the Service Provider proposes that the Potential Default will be rectified; and
 - (iv) any expected impact that the Potential Default may have on the delivery of the Services.
- (c) If the Agency becomes aware of a Potential Default either through the receipt of notice from the Service Provider under clause 32.3 or by any other means, the Agency may provide the Service Provider with a written notice setting out the nature of the Potential Default (**Notice of Potential Default**) any extension of time permitted and any requirements the Agency has in relation to the rectification of the Potential Default or reduction in scope of the Services.
- (d) On receipt of a Notice of Potential Default the Service Provider must remedy the Potential Default or, where the Potential Default is not capable of being

remedied, prepare a plan for the Agency's approval of the actions that the Service Provider proposes to take to deal with the impact of the Potential Default (**Potential Default Plan**).

- (e) If:
 - (i) the Service Provider does nothing in response to the Notice of Potential Default;
 - (ii) the Agency is not satisfied with the Potential Default Plan; or
 - (iii) the Service Provider subsequently fails to comply with the Potential Default Plan,

the Agency acting reasonably, may by written notice to the Service Provider, require the Service Provider to immediately suspend the Services (in whole or in part) and / or terminate this Agreement in its entirety.
- (f) No action taken by the Agency pursuant to this clause 32.3 will:
 - (i) relieve the Service Provider from, or alter or affect, the Service Provider's liabilities or responsibilities whether under this Agreement or otherwise according to Law; or
 - (ii) prejudice the Agency's rights against the Service Provider whether under this Agreement or otherwise according to Law.

32.4 After termination

On termination of this Agreement the Service Provider must:

- (a) stop work on the Services;
- (b) deal with Agency Material as reasonably directed by the Agency; and
- (c) return all the Agency's Confidential Information to the Agency.

32.5 Termination does not affect accrued rights

Termination of this Agreement does not affect any accrued rights or remedies of a party.

33. Transition-Out Services

33.1 Acknowledgement by the Service Provider

The Service Provider agrees that it is critical for the Agency to have continuity of the Services and, for that reason, the Agency relies significantly on the Service Provider fulfilling its transition-out obligations. Accordingly, the Service Provider must ensure that transition-out occurs in a timely and orderly manner by providing the Transition-Out Services during the Transition-Out Period.

33.2 When Transition-Out obligations apply

This clause 33 applies if this Agreement expires or terminates for any reason, including if:

- (a) the Agency terminates this Agreement;
- (b) the Agency removes Services from scope under clause 32; or
- (c) this Agreement expires.

33.3 Transition-Out Plan

The Service Provider must:

- (a) prepare and submit to the Agency for approval, a Transition-Out Plan in accordance with the requirements set out in this Agreement, including this clause 33 and the Statement of Work.
- (b) review and update the Transition-Out Plan, and submit the reviewed and updated plan to the Agency for approval, in accordance with the timeframes set out in this Agreement, including the Statement of Work;
- (c) make any amendments to the Transition-Out Plan which are requested by the Agency and submit the updated Transition-Out Plan to the Agency for review; and
- (d) ensure that, at all times during the Agreement Period, on 20 Business Days' notice, it is able to deploy all necessary resources to undertake Transition-Out Services in accordance with the approved Contract Transition-Out Plan.

33.4 Transition-Out Services

The Service Provider must provide the Transition-Out Services as set out in this clause 33, the Statement of Work and the approved Transition-Out Plan:

- (a) to any third party appointed by the Agency to take over the supply of the Services; or
- (b) to the Agency.

33.5 Requirements for Transition-Out Services

Transition-Out Services must include at a minimum the following:

- (a) to the extent required by the Agency, procuring ongoing licences for any Intellectual Property Rights used in the Services;
- (b) the provision to the Agency or its nominee of all information including data, manuals and other documentation and training necessary for the Agency or its nominee to assume the provision of the Services or the goods or services similar to the Services;
- (c) making Specified Personnel and Service Provider Personnel available for discussions with the Agency as may be required to ensure orderly transition and continuity of the provision of the Services;
- (d) the delivery to the Agency of all documents which are necessary to enable the Services or goods or services similar to the Services to be provided by the Agency or its nominees in a manner which ensures orderly transition and continuity of the provision of the Services;
- (e) at the Agency's request, the novation of all contracts or licences relating to the provision of Services to the Agency or its nominee at no additional charge to the Agency, unless otherwise agreed by the parties;
- (f) allowing new service providers, if any, supervised access to the Service Provider's premises to assist in the orderly transition of the provision of the Services or goods or services similar to the Services; and
- (g) comply with all reasonable requirements from the Agency during and after the Transition-Out Period.

33.6 Duration of Transition-Out Period

The Transition-Out Period:

- (a) commences on the earlier of:
 - (i) the date set out in the Transition-Out Plan or, if no date is specified, six months before the end of the Agreement Period; or
 - (ii) if this Agreement (or part of it) is terminated before the end of the Agreement Period, the date on which the Agency issues a termination notice under this Agreement; and
- (b) unless extended by the Agency under clause 33.7, continues until:
 - (iii) if a notice of termination has not been issued, the end of the Agreement Period; or
 - (iv) if a notice of termination has been issued, six months after the date of that notice of termination or another period agreed between the parties.

33.7 Extension of the Transition-Out Period

The Agency may elect to extend the Transition-Out Period one or more times:

- (a) for the period the Agency requires; and
- (b) by notice to the Service Provider given at least 20 Business Days prior to the end date of the then current Transition-Out Period specifying which Services it requires the Service Provider to continue providing during the period of the extension.

33.8 Provision of Services during extension

The Service Provider must provide the Services during the period of the extension under clause 33.7 in accordance with the then current terms of this Agreement (including in relation to pricing and Performance Criteria).

33.9 Continuation of services

The Service Provider must:

- (a) provide the Transition-Out Services for the duration of the Transition-Out Period;
- (b) provide the Services in accordance with the relevant Transition-Out Plan (including by ensuring that there is no degradation of quality of service during transition -out);
- (c) use the Specified Personnel as required by this Agreement;
- (d) maintain sufficient other Personnel to perform the obligations under this clause 33 and the Transition-Out Plan; and
- (e) without limiting clause 33.5, unless otherwise specified in the relevant Transition-Out Plan, continue to comply with all Performance Criteria (during the Transition-Out Period).

33.10 No removal or redeployment of Specified Personnel

The Service Provider must not, at any time during any Transition-Out Period, remove or redeploy from provision of the Services (including the provision of Transition-Out Services), any Specified Personnel other than in accordance with the procedure set out in clause 14.

33.11 Breach of clause 33

The parties agree that, if the Service Provider fails to provide Transition-Out Services as required by this clause 33, then:

- (a) damages will not be an adequate remedy for the Agency in respect of that failure; and
- (b) without limiting any of its other rights, the Agency will be entitled to seek injunctive relief or an order for specific performance in relation to that failure.

34. Indigenous Procurement Policy

- (a) It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see the Indigenous Procurement Policy available at <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> for further information). Information about this policy was included in the RFQ.
- (b) The Service Provider must use its reasonable endeavours to increase its:
 - (i) purchasing from Indigenous enterprises; and/or
 - (ii) employment of Indigenous Australians,
 in the delivery of the Services.
- (c) The Service Provider must comply with the Indigenous Participation Plan (as specified in Schedule 7).
- (d) Purchasing from Indigenous enterprises may include engagement of an Indigenous enterprise as a subcontractor and/or use of Indigenous suppliers in the Service Provider's supply chain.
- (e) The Service Provider must submit a written report to the Agency via the IPPRS on its compliance with the Indigenous Participation Plan, as follows:
 - (i) at least once every quarter during the Agreement Period; and
 - (ii) after the end of the Agreement Period (**End of Term Report**).
- (f) The End of Term Report must identify whether the Service Provider:
 - (i) met the mandatory minimum requirements; and
 - (ii) complied with the Indigenous Participation Plan.
- (g) If the Service Provider did not meet the mandatory minimum requirements or did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.
- (h) Throughout the Agreement Period, the Service Provider is responsible for managing the Service Provider's access to the IPPRS reporting portal including by managing the:
 - (i) enabling of its authorised personnel's access; and
 - (ii) disabling of its authorised personnel's access.

- (i) The Service Provider must comply with all reasonable directions issued by the Agency in relation to the Service Provider's implementation of the Indigenous Participation Plan.
- (j) Throughout the Agreement Period, the Service Provider must proactively monitor compliance with the Indigenous Participation Plan, and if it becomes aware of any event, thing or circumstance which may impact on Service Provider's ability to comply with the Indigenous Participation Plan, then it must promptly notify the Agency of that event, thing or circumstance and comply with all reasonable directions issued by the Agency under clause 34(i).
- (k) If at any time the Agency reasonably believes that the Service Provider:
 - (i) may be or may become unable to comply with the Indigenous Participation Plan; or
 - (ii) is unlikely to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan,

the Agency may require the Service Provider to provide additional detail in relation to its implementation of and ability to comply with the Indigenous Participation Plan.

- (l) Without limiting its other rights under this Agreement or at law, any material failure by the Service Provider to:
 - (i) implement the Indigenous Participation Plan; or
 - (ii) comply with a direction issued by the Agency under clause 34(i),
 will be a breach of this Agreement, and the Agency may terminate this Agreement.
- (m) Notwithstanding any other clause of this Agreement, the Service Provider acknowledges and agrees that the reports it submits under clause 34(e):
 - (i) will be recorded in the IPPRS, a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
 - (ii) will not be considered to be Service Provider Confidential Information; and
 - (iii) may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide goods and / or services to a Commonwealth entity.

34.1 Warranty

- (a) The Service Provider warrants that at the Commencement Date of this Services Agreement, it is an Indigenous enterprise.

34.2 IPP Notifiable Event

- (a) The Service Provider must provide the Agency with Notice if any of the following events occur during the term of the Services Agreement:
 - (i) there is any change in the Service Provider's status as an Indigenous enterprise, including any change in the Service Provider ownership; or
 - (ii) if registered or certified on the Indigenous business list maintained by Supply Nation, and the Service Provider is removed or suspended from the Supply Nation Indigenous business list through voluntary removal or suspension or done so by Supply Nation;

(each an IPP Notifiable Event).

- (b) The Service Provider must provide the Agency with Notice of an IPP Notifiable Event no later than 20 Business Days after the occurrence of each IPP Notifiable Event.

34.3 Change of Indigenous Ownership

- (a) Where the Service Provider becomes aware, through any means whatsoever, of any IPP Notifiable Event, the Agency may, by Notice to the Service Provider:
 - (i) require the Service Provider to provide information as reasonably required by the Agency in relation to the IPP Notifiable Event;
 - (ii) request that the Service Provider rectify the IPP Notifiable Event within 20 Business Days after the date of the Agency's Notice to the Service Provider; and/or
 - (iii) request that the Service Provider provide proof to the satisfaction of the Agency that the IPP Notifiable Event has been rectified.
- (b) Where the Service Provider fails to rectify the IPP Notifiable Event, the Agency may, at its sole and absolute discretion:
 - (i) exercise termination rights under clause 32; or
 - (ii) take any other action the Agency considers appropriate in the circumstances.
- (c) Where the Service Provider fails to provide the Agency with Notice of an IPP Notifiable Event, the Agency may request the Service Provider provide such Notice including any additional information as reasonably required.
- (d) In this clause:
- (e) "Notice" means a written notice sent from one party to another party at the address, or email address, set out in the Services Agreement.
- (f) a Notice is taken to be received:
 - A. if hand delivered, on delivery;
 - B. if sent by pre-paid post, five (5) Business Days after the date of posting; or
 - C. if sent by Electronic Communication, at the time that would be the time of receipt under the Electronic Transactions Act 1999 (Cth) as if the Notice was being given under a law of the Commonwealth

35. Modern slavery

35.1 Definitions

For the purposes of this clause 35:

- (a) **Guiding Principles on Business and Human Rights** means the United Nations' *Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework* available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf; and
- (b) **Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

35.2 Compliance

- (a) The Service Provider must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.
- (b) If at any time the Service Provider becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Agreement, the Service Provider must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

36. Payment Times Procurement Connected Policy

[Note to Tenderers: The following clauses will be included in the Agreement if:

- **the Tenderer is a Reporting Entity as at the date of its Tender response; and**
- **the value of the Agreement is above \$4,000,000 (GST inclusive) as at contract execution.**

If the above applies, then the Tenderer is expected to accept the PT PCP clauses in the form of this Draft Agreement.]

36.1 PT PCP Subcontracts

- (a) The Service Provider must comply with the PT PCP.
- (b) If the Service Provider enters into a PT PCP Subcontract, the Service Provider must include in that subcontract:
 - (i) a requirement for the Service Provider to pay the PT PCP Subcontractor:
 - (A) subject to clause 36.1(d), within 20 calendar days after the acknowledgement of the satisfactory delivery of the Services and receipt of a Correctly Rendered Invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and
 - (B) subject to clause 36.1(e), for payments made by the Service Provider after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with clause 36.1(e);
 - (ii) a statement that the PT PCP applies to that subcontract; and
 - (iii) a statement that the subcontractor may make a complaint to the PT PCP Policy Team or to the Agency in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 36.1(b).
- (c) If the Service Provider enters into a Reporting Entity Subcontract in anticipation of (or after) entering this Agreement, the Service Provider must use reasonable endeavours to include in that subcontract:
 - (i) obligations equivalent to those in clause 36.1(a); and
 - (ii) a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:
 - (A) obligations equivalent to those in clause 36.1(a); and

- (B) obligations equivalent to this clause 36.1(b)(ii) (such that the obligations in this clause 36.1(b)(ii) are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- (d) Clause 36.1(b)(i)(A) does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period in clause 36.1(b)(i)(A).
- (e) The Service Provider is not required to pay interest in accordance with clause 36.1(b)(i)(B) if either:
 - (i) the Agency has failed to pay the Service Provider in accordance with the timeframes and requirements under this Agreement; or
 - (ii) the amount of the interest payable is less than \$100 (GST inclusive).
- (f) Interest payable under clause 36.1(b)(i)(B) will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Service Provider effects payment as represented by the following formula:

$$SI = UA \times GIC \times D$$

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made.

36.2 PT PCP Evaluation Questionnaire

If requested in writing by the Agency, the Service Provider must properly complete and return a PT PCP Evaluation Questionnaire within 30 calendar days of the request.

36.3 Non Compliance and Remediation

- (a) If the Agency considers or becomes aware that the Service Provider has not or may not have complied with:
 - (i) the requirements of clause 36.1; or
 - (ii) the payment requirements of a PT PCP Subcontract,
 the Agency may direct the Service Provider to provide to the Agency either or both of the following within the timeframes specified by the Agency:
 - (iii) information to enable the Agency to review the Service Provider's compliance; or
 - (iv) a properly completed PT PCP Remediation Plan.
- (b) The Service Provider must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under clause 36.3(a)(iv).
- (c) If the Agency considers that the Service Provider has failed to comply with any of its obligations under this clause 36, without limiting the Agency's rights and remedies at law or otherwise under this Agreement, the Agency may do either or both of the following:

- (i) take the failure or non-compliance into account as part of the Agency's monitoring of the Service Provider's performance under this Agreement; or
 - (ii) report the non-compliance (and provide a copy of the completed PT PCP Remediation Plan) to the PT PCP Policy Team.
- (d) The Service Provider agrees that if it is the subject of a complaint in relation to its compliance with clause 36.1 or the associated payment provisions of a PT PCP Subcontract:
- (i) it will not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
 - (ii) it will cooperate in good faith with the Agency in connection with any investigation or inquiry and any attempt to resolve the complaint.

36.4 Consent

- (a) For any PT PCP Purpose, the Service Provider consents to the Agency:
- (i) using and sharing with any other Commonwealth Agency the information provided by the Service Provider as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by the Agency in connection with this Agreement or a PT PCP Subcontract; and
 - (ii) receiving information obtained under, or in accordance with, the PTR Act (**Protected Information**) from an Entrusted Person and using such Protected Information.
- (b) By submitting a PT PCP Evaluation Questionnaire or a PT PCP Remediation Plan or other document in connection with the PT PCP that includes any Personal Information, the Service Provider warrants and represents that it has obtained all necessary consents in accordance with relevant privacy laws to the collection, use and disclosure of such information in the manner contemplated by this clause 36.4. The Service Provider will provide evidence of such consents to the Agency on request.

36.5 Interpretation

A reference to the Agency in clauses 36.2, 36.3(a), 36.3(d)(ii) and 36.4 includes the PT PCP Policy Team.

37. Compliance with Australian and international standards

- (a) On request by the Agency, the Service Provider must provide within the timeframe specified by the Agency, evidence certifying its compliance with clause 7.1(d) in a form reasonably acceptable to the Agency.
- (b) The Agency, or an independent assessor on behalf of the Agency, may conduct audits in accordance with clause 29, in relation to the Service Provider's compliance with clause 7.1(d) and this clause 37.

38. Building Code

[Note to Tenderers: This clause and clause 39 below will be included in the Agreement if as the Essential Services can involve Building Work (within the meaning given in the Building Code – see below). If this is the case and the

preferred Tenderer has been granted an exemption from the Building Code under section 6A or 6B of the Building Code then this clause 38 will be amended to reflect this.]

38.1 Definitions

For the purpose of this clause 38:

- (a) **ABCC** means the body referred to in subsection 29(2) of the Act;
- (b) **ABC Commissioner** means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act;
- (c) **Act** means the Building and Construction Industry (Improving Productivity) Act 2016 (Cth);
- (d) **Building Code** means the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2019C00289>;
- (e) **Building Contractor** has the same meaning as in the Act;
- (f) **Building Industry Participant** has the same meaning as in the Act;
- (g) **Building Work** has the same meaning as in subsection 3(4) of the Building Code;
- (h) **Commonwealth Funded Building Work** means Building Work in items 1-8 of Schedule 1 of the Building Code;
- (i) **Enterprise Agreement** has the same meaning as in the *Fair Work Act 2009* (Cth);
- (j) **Exclusion Sanction** has the same meaning as in subsection 3(3) of the Building Code;
- (k) **Related Entity** has the same meaning as in subsection 3(2) of the Building Code;
- (l) **Works** means Commonwealth Funded Building Work that is the subject of this Agreement; and
- (m) **Works Subcontractor** means a Building Contractor or Building Industry Participant who the Service Provider has entered, or proposes to enter, into a subcontract with to undertake any of the Works.

38.2 Building Code

- (a) The Service Provider declares as at the date of commencement of this Agreement in relation to the Works, that it:
 - (i) is not subject to an Exclusion Sanction;
 - (ii) is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (iii) has not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or

- revoked and for which the period for compliance has expired without the Service Provider having complied with the decision, direction or order; and
- (iv) unless approved otherwise by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government.
- (b) The Service Provider:
- (i) declares that as at the date of commencement of this Agreement in relation to the Works; and
 - (ii) must ensure that during the Agreement Period in relation to the Works; that it and its Works Subcontractors:
 - (iii) comply with the Building Code;
 - (iv) will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and
 - (v) comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works.
- (c) Compliance with the Building Code does not relieve the Service Provider from responsibility to perform this Agreement, or from liability for any defect in the Works arising from compliance with the Building Code.
- (d) The Service Provider must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 Business Days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
- (e) The Service Provider acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Works Subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (f) The Service Provider must only enter into a subcontract for any of the Works where:
- (i) the Works Subcontractor is not subject to an Exclusion Sanction or excluded from undertaking work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner;
 - (ii) the Works Subcontractor is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (iii) the Works Subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code;

- (iv) the subcontract with the Works Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code;
- (v) the Works Subcontractor has advised, prior to entering into a contract with them whether the Works Subcontractor has, within the preceding three year period;
 - (A) had an adverse decision direction or order made by a court or tribunal for a breach of a designated building law, work health and safety law or the *Migration Act 1958* (Cth); or
 - (B) been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) or owed any unsatisfied judgement debts (including by any related entity) to a building contractor or building industry participant; and
- (vi) the Works Subcontractor has agreed to update the advice referred to in clause 38.2(f)(v) every six months for the duration of the contract between the Service Provider and the Works Subcontractor.
- (g) The Service Provider must provide the Agency with any Works Subcontractor's declaration of compliance referred to in clause 38.2(f)(iii) on request.

39. Work Health and Safety Accreditation Scheme

39.1 Definitions

For the purposes of this clause 39:

- (a) **Act** means the Building and Construction Industry (Improving Productivity) Act 2016 (Cth) as amended from time to time;
- (b) **Builder** in relation to Building Work, means a person who carries out any of the Building Work, but does not include a Subcontractor (as defined in section 5 of the Rules);
- (c) **Building Work** means building work as defined in section 6 of the Act, but does not include 'prescribed building work' (see section 43 of the Act and section 26 of the Rules);
- (d) **Rules** means the Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019 (Cth) as amended from time to time;
- (e) **Subcontractor**, in relation to Building Work, means a person who carries out some of the Building Work under a contract with a Builder; and
- (f) **WHS Accreditation Scheme** means the Work Health and Safety Accreditation Scheme referred to in section 43 of the Act.

39.2 Compliance

- (a) The Builder must maintain accreditation under the WHS Accreditation Scheme, while the Building Work is carried out.
- (b) The WHS Accreditation Scheme is established under the Act and specified in the Rules.

- (c) The Builder must comply with all conditions of the WHS Accreditation Scheme accreditation.

40. Survival

The following clauses survive the termination and expiry of this Agreement: clause 7.6(c) (Subcontracting); clause 7.7 (Work, health and safety); clause 15 (Intellectual Property Rights); clause 16 (Moral Rights); clause 18 (GST); clause 19 (Indemnity); clause 20 (Insurance); clause 21 (Guarantees); clause 22 (Workplace Gender Equality); clause 23 (Confidentiality); clause 24 (Protection of Personal Information); clause 25 (Access to documents); clause 27 (Security); clause 28 (Books and records); clause 29 (Audit and access); and clause 33 (Transition-Out Services).

41. Notices and other communications

41.1 Service of notices

- (a) A party giving notice under this Agreement must do so in English and in writing or by Electronic Communication:
 - (i) directed to the other party's contact person at the other party's address, as varied by any notice; and
 - (ii) hand delivered or sent by prepaid post, facsimile or Electronic Communication to that address.
- (b) The parties' addresses are specified in Item 20 of the Agreement Details.

41.2 Effective on receipt

A notice given in accordance with clause 41.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - (i) on the second Business Day after the date of posting if sent to, or from, an Australian capital city to, or from, the same or another Australian capital city;
 - (ii) on the fourth Business Day after the date of posting if not sent to, or from, an Australian capital city; or
 - (iii) on the seventh Business Day after the date of posting if posted to, or from, a place outside Australia; or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within one Business Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- (d) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

42. Miscellaneous

42.1 Ownership of Agreement

All copyright and other Intellectual Property Rights contained in this Agreement remain the property of the Agency.

42.2 Varying this Agreement

This Agreement may be varied only in writing signed by each party.

42.3 Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

42.4 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party.

42.5 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

42.6 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one validly executed agreement.

42.7 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

42.8 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

42.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

42.10 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

42.11 Waiver

Waiver of any provision of or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

42.12 Relationship

- (a) The parties must not represent themselves, and must ensure that their Personnel do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

42.13 Announcements

- (a) The Service Provider must, before making a public announcement in connection with this Agreement or any transaction contemplated by it, obtain the Agency's agreement to the announcement, except if required by Law or a regulatory body (including a relevant stock exchange).
- (b) If the Service Provider is required by Law or a regulatory body to make a public announcement in connection with this Agreement or any transaction contemplated by this Agreement the Service Provider must, to the extent practicable, first consult with and take into account the reasonable requirements of the Agency.
- (c) Where reasonably practicable, the Agency must, on or before making a public announcement in connection with this Agreement or any transaction contemplated by it, provide notice to the Service Provider of the general nature of the announcement. For the avoidance of doubt, the Agency does not require the consent of the Service Provider to the making of the announcement.

42.14 Disclosure of information

Notwithstanding any other provision of this Agreement, the Agency may disclose information about this Agreement, including Personal Information, required to be reported by the Agency.

42.15 Advocacy by not for profit entities

Where the Service Provider is a not for profit entity, nothing in this Agreement restricts or prevents the Service Provider from commenting on, advocating support for, or opposing a change to any matter established by law, policy or practice of the Commonwealth.

42.16 Governing law and jurisdiction

This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Schedule 1 Agreement Details

Item No.	Description	Clause reference	Details
1.	Agency details	1.1	Commonwealth of Australia as represented by the National Indigenous Australians Agency ABN 30 429 895 164
2.	Agency Representative	1.1	Name: <i>[insert details]</i> Position: <i>[insert details]</i> Phone: <i>[insert details]</i> Fax: <i>[insert details]</i> Email: <i>[insert details]</i>
3.	Service Provider details	1.1, 1.4	<i>[Insert name of Service Provider]</i> <i>[Insert ABN]</i>
4.	Service Provider Representative	1.1	Name: <i>[insert details]</i> Position: <i>[insert details]</i> Phone: <i>[insert details]</i> Fax: <i>[insert details]</i> Email: <i>[insert details]</i>
5.	Commencement Date	1.1 and 3	The Commencement Date is <i>[insert details]</i> or the date this Services Agreement is executed, whichever is the latter.
6.	End Date	1.1 and 3	The End Date of this Services Agreement is 30 June 2025 <i>[Note to Tenderers: The End Date may change depending on the transition in period proposed by the preferred Tenderer and will be confirmed by the Agency during negotiations.]</i>
7.	Option Period	1.1 and 3.2	Two option periods of up to twelve months each, to a total which does not exceed 24 months, at the sole discretion of the Agency.
8.	Agency requirements	7.1(g)	As specified in Schedule 2. Character screening The Service Provider must: (a) undertake character screening, including police checks, of all individuals working with or in contact

Item No.	Description	Clause reference	Details
			<p>with remote Indigenous community members (including subcontractors) in delivering the Services, or any part of the Services; and</p> <p>(b) provide the Agency satisfactory evidence of the character screening, if requested to do so.</p> <p>For the avoidance of doubt, the Service Provider is responsible for the costs of the character screening.</p> <p>Working with Vulnerable Persons</p> <p>(a) Before engaging or deploying any person (whether an officer, employee, contractor, subcontractor, volunteer or in any other capacity) in relation to any part of the Services that may involve contact with a Vulnerable Person, the Service Provider must:</p> <ul style="list-style-type: none"> (i) confirm that no Commonwealth, State or Territory law prohibits the person from being engaged in a capacity where they may have contact with a Vulnerable Person; and (ii) comply with all other legal requirements of the place where the Services, or part of the Services, is being conducted in relation to engaging or deploying persons in a capacity where they may have contact with Vulnerable Persons. <p>(b) The Service Provider must in relation to the Services:</p> <ul style="list-style-type: none"> (i) ensure compliance with all legal requirements in accordance with paragraph (a) above remains current; (ii) immediately notify the Agency if any person engaged or deployed that has or may have contact with a Vulnerable Person is prohibited from having contact with a Vulnerable Person and immediately ensure the person is no longer so engaged or deployed; (iii) complete a risk assessment to identify the level of contact with Vulnerable Persons and the level of risk of harm or abuse to Vulnerable Persons;

Item No.	Description	Clause reference	Details
			<ul style="list-style-type: none"> (iv) develop and apply an appropriate risk management strategy in relation to working with Vulnerable People; (v) deliver training and establish a compliance regime in relation to working with Vulnerable People; and (vi) comply with any additional policies or requirements relating to contact with Vulnerable Persons, police checks and criminal history checks, which the Agency notifies it from time to time. <p>(c) The Service Provider must report to the Agency:</p> <ul style="list-style-type: none"> (i) on the Service Provider's compliance with paragraphs (a) and (b) above by no later than [insert date] each year, unless this Agreement expires earlier, then delivered at the time and in such form as may be specified by the Agency; and (ii) on any other matter relating to the Service Provider's work with Vulnerable People upon request by the Agency.
9.	Subcontractors	7.6	<i>[If the Service Provider has nominated Subcontractors, insert names, ABNs and services to be provided by any subcontractors. Otherwise insert 'Not applicable']</i>
10.	Agency Furnished Items	8	See Appendix 1.
11.	Specified Personnel	14	<i>[Insert names and positions of Specified Personnel. Otherwise insert 'Not applicable']</i>
12.	Intellectual Property Rights – ownership model	15.3(a)	Default position to apply.
13.	Licence terms where the Agency owns Intellectual Property Rights in Agreement Material	15.3(b)	Default position to apply.
14.	Insurance	20.1	From the Commencement Date and for the periods specified in clause 20:

Item No.	Description	Clause reference	Details
			<p>(a) to the extent required by Law, workers' compensation insurance in respect of the Service Provider's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Service Provider in connection with the Services;</p> <p>(b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Services for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate; and</p> <p>(c) either professional indemnity or errors and omissions insurance for an insured amount of \$5 million per occurrence and not less than \$10 million in aggregate.</p>
15.	Bank guarantee	21.1	<p><i>[Note to Tenderers: The Agency may require the preferred Tenderer to provide a bank guarantee. The amount of the bank guarantee (if required by the Agency) will be advised by the Agency during the negotiations, based on the risk profile of the preferred Tenderer.]</i></p> <p><i>[Insert amount of bank guarantee, if required of Service Provider. If not required, insert 'not applicable'.]</i></p>
16.	Access to documents	25	Clause 25 applies.
17.	Security policies	27.2(b)	Not applicable
18.	Highest level of Security Classified Information	27.4(a)	Not applicable.
19.	Costs of security clearances	27.5(b)	Default position to apply

Item No.	Description	Clause reference	Details
20.	Address for notices	41.1	<p>Agency: Name: <i>[insert details]</i> Position: <i>[insert details]</i> National Indigenous Australians Agency Postal address: PO Box 6500, Canberra, ACT, 2600 Physical address: 16 Bowes Street, Woden ACT 2606 Email: <i>[Insert email address]</i></p> <p>Service Provider: Name: <i>[insert details]</i> Position: <i>[insert details]</i> <i>[Insert organisation name]</i> Postal address: <i>[Insert postal address]</i> Physical address: <i>[Insert physical address]</i> Fax: <i>[Insert facsimile number]</i> Email: <i>[Insert email address]</i></p>

Appendix 1 – Agency Furnished Items

The following are provided as Agency Furnished Items by the Agency to the Service Provider in accordance with the Agreement and the following terms: [**Note to Tenderers: This will be completed during negotiations with the preferred Tenderer.**]

Reference	Item description	Type	Quantity	Delivery Date and Location	Comments/Conditions/Intended Purpose

Schedule 2 Statement of Work

[Note to Tenderers: This will be based on the Statement of Requirement released as part of the RFQ documentation and the preferred Tenderer's response.]

Schedule 3 Payment

[Note to Tenderers: This Schedule will be completed following negotiations with the preferred Tenderer based on the preferred Tenderer's Tender.]

Schedule 4 Agency Order Form

The Service Provider has offered under clause 4 of the Agreement specified at Item 1 below to provide the Services to Commonwealth Agencies. The Commonwealth Agency specified in Item 3 below accepts this offer on the terms and conditions set out in the Agreement and in this Agency Order Form. If there is an inconsistency between this Agency Order Form and any other provisions of the Agreement, the terms and conditions in this Agency Order Form will prevail to the extent of any inconsistency.

1.	Agreement No. and description	<i>[Insert name and number of this Agreement]</i>
2.	Names of parties to the Agreement	Commonwealth of Australia as represented by the National Indigenous Australians Agency ABN 30 429 895 164 <i>[Insert Service Provider name and ABN]</i>
3.	Commonwealth Agency	<i>[Insert Commonwealth Agency name]</i> A reference to the 'Agency' in the Agreement will be taken as a reference to <i>[insert Commonwealth Agency name]</i>
4.	Commencement Date	The date on which this Agency Order Form is signed by the last person to do so.
5.	Commonwealth Agency Representative	Name and position: <i>[insert]</i> Postal address: <i>[insert]</i> Fax number: <i>[insert]</i> Email: <i>[insert]</i> Phone: <i>[insert]</i>
6.	Commonwealth Agency's details for notices	Postal address: <i>[insert]</i> Physical address: <i>[insert]</i> Facsimile number: <i>[insert]</i> Email: <i>[insert]</i>
7.	Service Provider Specified Personnel	<i>[insert names]</i>
8.	Services required (including any changes to the Statement of Work)	<i>[Insert description and attach additional pages if required]</i>

[Insert Commonwealth Agency signature block]

[Insert Service Provider signature block]

Schedule 5 Confidentiality and privacy undertaking

Confidant

[*Insert name of Confidant (and ABN, if applicable)*] of [*insert address*] (the **Confidant**, I, me and my).

Recitals

- A. The Commonwealth of Australia represented by the National Indigenous Australians Agency ABN 30 429 895 164 (**Agency**) requires the provision of renewable energy system maintenance, repair, asset management and upgrade of services (known as Outback Power) in remote Indigenous communities across Western Australia, the Northern Territory and Queensland (the **Services**).
- B. [*Insert name and ABN of the Service Provider*] (**Service Provider**) has agreed to provide the Services under an agreement (**Agreement**) dated [*insert date*].
- C. The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the Services.

Agreed terms

1. Definitions

Confidential Information	<p>means information that is by its nature confidential; and</p> <ul style="list-style-type: none"> (a) is designated by a party as confidential under the Agreement; or (b) a party knows or ought to know is confidential, but does not include: (c) information which is or becomes public knowledge other than by breach of the Agreement, this deed or any other confidentiality obligation.
Conflict of Interest	<p>any circumstance in which the Confidant has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Confidant's ability to perform the Services or work associated with the Services fairly and independently.</p>
Personal Information	<p>has the meaning it has in section 6 of the <i>Privacy Act 1988</i> (Cth).</p>

2. Access

I understand that in the course of performing duties under the Agreement, I may have access to Personal Information and Confidential Information.

3. Non-disclosure

I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.

If the Agency grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Agency may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.

My obligations under this deed will not be taken to have been breached where I am legally required to disclose the Personal Information or Confidential Information.

4. Restriction on use

I will use the Personal Information or Confidential Information only for the purpose of my dealings with the Agency (whether directly or indirectly).

I will not copy, reproduce or disclose the Personal Information or Confidential Information without the approval of the Agency, will not allow any other person outside the Agency access to the Personal Information or Confidential Information, except to senior managers of the Service Provider who have a need to know basis for such information and, for Security Classified Information, have the appropriate security clearance and will take all necessary precautions to prevent unauthorised access to or copying or disclosure of the Personal Information or Confidential Information in my control.

I will ensure that anybody to whom I provide or disclose the Personal Information or Confidential Information is made aware of the conditions under which this information is provided or disclosed, and of the fact that the confidentiality / secrecy of the information must be maintained.

5. Powers of the Agency

Immediately on request by the Agency, I must deliver to the Agency all documents in my possession or control containing Personal Information or Confidential Information.

If at the time of such a request I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I must provide full details of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

6. Privacy Act obligations

I agree to abide by the provisions of the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of personal information in that Act includes Confidential Information.

7. Conflicts of Interest

I warrant, to the best of my knowledge, that as at the date of this deed no Conflict of Interest exists or is likely to arise in my performance of the work associated with the Services except in relation to the following:

[Insert details of any conflict of interest or otherwise insert 'Not applicable'. Attach additional pages if needed.]

If a Conflict of Interest arises during the course of my work associated with the Services, or appears likely to arise, I must:

- (i) immediately notify the Agency in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps I propose to take to resolve or otherwise deal with the Conflict of Interest; and
- (ii) take such steps as the Agency may reasonably require to resolve or otherwise deal with that Conflict of Interest.

8. Survival

This deed poll will survive the termination or expiry of any contract between the Service Provider and me providing for the performance of services by me (whether directly or indirectly).

9. Applicable law

This deed poll will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed poll.

Execution

EXECUTED as a deed poll

SIGNED by

in the presence of

Name of Confidant

Name of witness

Signature of Confidant

Signature of witness

Date

Date

Schedule 6 Designated Confidential Information

[Note to Tenderers: This Schedule will be completed following negotiations with the preferred Tenderer based on the preferred Tenderer's Tender.]

1. Confidential information of the Agency (clause 1.1 and 23)

1.1 Agreement provisions / Schedules

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

1.2 Agreement-related Material

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

2. Confidential information of the Service Provider (clause 1.1 and 23)

2.1 Agreement provisions / Schedules

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

2.2 Agreement-related Material

Item	Period of Confidentiality
<i>[insert relevant items]</i>	

Schedule 7 Indigenous Participation Plan

[Note to Tenderers: This Schedule will be completed following negotiations with the preferred Tenderer based on the preferred Tenderer's draft Indigenous Participation Plan submitted as part of their Tender.]

Schedule 8 Transition-In Plan

[Note to Tenderers: This Schedule will be completed following negotiations with the preferred Tenderer based on the preferred Tenderer's draft Transition-In Plan submitted as part of their Tender.]

Schedule 9 Acceptance Notification

Agreement for the provision of Outback Power between the Commonwealth of Australia represented by National Indigenous Australian Agency (Agency) and **[insert]** (Service Provider).

Certificate of Notification issued by the Agency to the Service Provider

The Agency acknowledges that the Services described below has been provided by the Service Provider and is Accepted for the purposes of this Agreement subject to the conditions or qualifications stated:

Services	Conditions/qualifications attached to Acceptance
<i>[insert description of the Services that is being accepted]</i>	<i>[insert conditions/ qualifications if any, or if none, insert 'none'.]</i>

Agency Representative
Name (print)
Position
Signature
Date

Execution page

EXECUTED as an agreement

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the **National Indigenous Australians
Agency** by a duly authorised
representative

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date

[Note to Tenderers: The execution block will be updated to reflect the legal entity of the preferred Tenderer (if any).]

[For a company]

SIGNED by **[Insert name of company and
ABN]** in accordance with section 127(1) of
the *Corporations Act 2001* (Cth) by

Name of Director (print)

Name of Director / Company Secretary (print)

Signature of Director

Signature of Director / Company Secretary

Date

Date

[For a partnership or an association]

SIGNED for and on behalf of **[insert name of partnership / association and ABN]** by a duly authorised representative who warrants that they have the authority to sign this Agreement on behalf of **[insert name of partnership / association]**

in the presence of:

Name of authorised representative (print)

Name of witness (print)

Signature of authorised representative

Signature of witness

Date

Date

[For an individual]

SIGNED by **[Insert name of individual]**

in the presence of

Signature

Signature of witness

Name (print)

Name of witness (print)

Date

Date

[For a trust – insert as required for a corporate trustee or an individual trustee and delete the option that is not required.]

SIGNED by **[Insert name of company and ABN]** as trustee of the **[insert trust name and ABN]** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by

Name of Director (print)

Name of Director / Company Secretary (print)

Signature of Director

Signature of Director / Company Secretary

Date

Date

SIGNED by [*Insert name of individual*] as
trustee of the [*insert trust name and ABN*]

in the presence of

Signature

Signature of witness

Name (print)

Name of witness (print)

Date

Date

From: [Outback Power](#)
Subject: Addendum 1 - RFQ Closing Time [SEC=OFFICIAL:Sensitive]
Date: Tuesday, 5 July 2022 1:09:00 PM
Attachments: [image006.png](#)
[Detailed Request Tender Addendum 1.docx](#)

OFFICIAL: Sensitive

Good afternoon all,

We are writing to you to clarify an element of the Approach to Market PRC0024187 outlined below:

RFQ Closing Time: 2:00pm Canberra time on 05 August 2022.

Further questions relating to the Approach to Market can be directed to:

s47E(d) [@niaa.gov.au](mailto:s47E(d)@niaa.gov.au)

Regards,

s22(1)

Outback Power Team
National Indigenous Australians Agency
w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.



Australian Government

National Indigenous Australians Agency

Responses to questions received with regard to

**RFQ PRC0024187 – Renewable Energy System Maintenance and
Asset Management Services in Remote Indigenous Communities**

Addendum Number 1

05 July 2022

Question 1
Confirm Request for Quote (RFQ) PRC0024187 closing time and date?
Response
National Indigenous Australians Agency confirms the RFQ closing details as follows: 2:00pm Canberra time on 05 August 2022.

From: [Outback Power](#)
Subject: Outback Power RFQ - Addendum 2 [SEC=OFFICIAL]
Date: Friday, 29 July 2022 11:12:00 AM
Attachments: [image001.png](#)

OFFICIAL

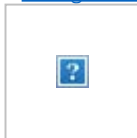
Good morning all,

We are writing to you to clarify an element of the Approach to Market **PRC0024187** outlined below:

Date	Wednesday 27 July 2022	ATM ID	PRC0024187
Procurement	Provision of renewable energy system maintenance and asset management services in remote Indigenous communities		
Addendum 2			
The NIAA has received the following question in relation to this tender.			
Question: Can the tender submission closing date be extended?			
Answer: The tender submission closing date cannot be extended. The final date for submissions is 2:00pm Friday 5 th August 2022 via the Outback Power mailbox s47E(d) @niaa.gov.au)			

s22(1)

Outback Power Team
 National Indigenous Australians Agency
 w. niaa.gov.au w. indigenous.gov.au



The National Indigenous Australians Agency acknowledges the traditional owners and custodians of country throughout Australia and acknowledges their continuing connection to land, waters and community. We pay our respects to the people, the cultures and the elders past, present and emerging.

Date	Friday 29 th July 2022	ATM ID	PRC0024187
Procurement	Provision of renewable energy system maintenance and asset management services in remote Indigenous communities		
Addendum 3			
The NIAA has received the following question in relation to this tender.			
Question 1: Maintenance checklist Attachment C; item 2.03/04/05 are they an expectation and/or a process?			
Answer 1: It is expected that maintenance checks of these items are undertaken to ensure the items are able to correctly function. The service provider is to notify the responsible Resource Agency or Community contact if there are any issues identified, so the issue can be resolved by the responsible party.			
Question 2: Maintenance checklist; Attachment C; item 1.05 please clarify preferred process for resistance recording on protection.			
Answer 2: The preferred process for testing procedure is the AS 3017:2001 Testing and inspection guidelines.			
Question 3: Maintenance checklist Attachment C; item 4.06 - Clarify preferred process for inspecting poles for termites etc.; does this require digging down 600mm around poles etc.?			
Answer 3: No, this is a visual inspection of the asset only. The Service Provider is to notify the responsible Resource Agency or Community contact if there are any issues identified.			
Question 4: Are there diagrams for site distribution systems including components for reference when testing street light systems etc need to know how many poles etc?			
Answer 4: The NIAA does not have diagrams for site distribution systems. The Northern Territory Government have Serviced Land Availability Program (SLAP) maps which can be accessed through the Bushtel website (www.bushtel.nt.gov.au). However, as these are not provide by the NIAA we cannot confirm the accuracy.			
Question 5: With respect to sample Site Status Survey report template provided:			
a.) Will Inverter data from Selectronic Inverters in the form of SPLink graphs be acceptable for majority of the information required as shown on the template			
b.) If system uses a PSA or Siemens or other inverter, data download facility may not be available, report will be lacking information, please confirm.			
Answer 5:			
a.) SP Link graphs are acceptable data from Selectronic Inverters. For the other systems, mainly Sunny Boy, their proprietary graphs are also acceptable.			
b.) Apart from Selectronic and Sunny Boy, no other inverters are used.			

Question 6: On spare parts list:

a.) Okay to assume 800VDC?

Answer 6: Yes, it is 800VDC.

Question 7: In RFQ Document, please clarify scheduling for scheduled maintenance at 3.1

a.) Program of Works Bi-Annually August February vs Site Status Summary Reports Annually. Please confirm frequency of Scheduled Site Status Summary works.

Answer 7: As stated in RFQ Paragraph 2.2 (c) Site Status Summary Reports are to be provided on 33% of the communities each year. This will equate to providing one report on each community over a three year period. Reports will be added to the historical summary sheet as each report is completed.