



RenewalSA
people partnerships progress

Ref: RSA 2019/01632

Mr Peter Malinauskas MP
Leader of the Opposition
Parliament House
North Terrace
ADELAIDE SA 5000

Urban Renewal Authority
trading as Renewal SA,
Level 9 (West) Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsainfo@sa.gov.au
W www.renewalsa.sa.gov.au

Dear Mr Malinauskas

NOTICE OF DETERMINATION

I refer to your application made under the *Freedom of Information Act 1991* (the Act) received by Renewal SA on 4 November 2019 requesting access to:

"Copies of any and all documents (including written briefs, minutes, emails, and any other correspondence) that relate to the procurement process for the Urban Renewal Authority's (trading as Renewal SA) contract as follows:

Reference: #qA29709

Title: Lot Fourteen Telecommunications Advisory and Project Management Support Services

Service: Telecommunications Advisory and Project Management Support Services

Contractor: JTWO SOLUTIONS PTY LTD

Including approvals to procure via a Request for Offer from 1 January 2019 to 1 November 2019"

A comprehensive search of Renewal SA has been undertaken which has identified 43 documents which meet the scope of your application and are listed in the attached document schedule.

I have determined that access is granted to 42 documents in full and one document is released in part.

A schedule of documents is attached and a detailed explanation of the specific clause relied upon is set out below.

I have determined that part of document 8 contains matter which would disclose a decision of Cabinet and therefore access is refused on the basis that it is exempt pursuant to clause 1 of Schedule 1 of the FOI Act which provides:

1—Cabinet documents

(1) A document is an exempt document—

- (e) if it contains matter the disclosure of which would disclose information concerning any deliberation or decision of Cabinet;



**Government of
South Australia**

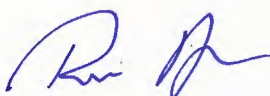
No fees and charges are applicable for this determination.

In accordance with the requirements of Premier and Cabinet Circular PC045, details of your FOI application, and the documents to which you are given access, may be published in the agency's disclosure log. A copy of PC045 can be found at <http://dpc.sa.gov.au/what-we-do/services-for-government/premier-and-cabinet-circulars>

If you are dissatisfied with this determination, you may seek an internal review by writing to the Chief Executive. Your request should be sent within 30 days of receipt of this letter. I have enclosed a copy of Your Rights to Review which explains your review options.

Should you have any enquiries in relation to this determination, please contact me on telephone 8207 1300.

Yours sincerely



Rose Ager

Accredited Freedom of Information Officer

5 March 2020

"Copies of any and all documents (including written briefs, minutes, emails, and any other correspondence) that relate to the procurement process for the Urban Renewal Authority's (trading as Renewal SA) contract as follows:

Reference: #qA29709

Title: Lot Fourteen Telecommunications Advisory and Project Management Support Services

Service: Telecommunications Advisory and Project Management Support Services

Contractor: JTWO SOLUTIONS PTY LTD

Including approvals to procure via a Request for Offer from 1 January 2019 to 1 November 2019"

Document No.	Date	Description of Document	Determination
1		Contract Disclosure Form	Release in full
2		Request for Offer - sent to Jtwo Solutions	Release in full
3		Request for Offer - waiver	Release in full
4	6/03/2019	Procurement Checklist	Release in full
5	21/08/2019	Email: JTWO Solutions Procurement	Release in full
6	11/09/2019	Email: ORAH Telco Advisory	Release in full
6a	12/01/2018	Attachment: Telco Consulting Proposal - Jtwo Solutions Jan 2018	Release in full
7	11/09/2019	Email: ORAH Telco Advisory	Release in full
8	11/09/2019	Email: JTWO Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget	Access refused in part Exempt under Clause 1(1)(e)
9	12/09/2019	Email: JTWO Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget	Release in full
9a	3/12/2018	Attachment: Memo: Signed Waiver of Competitive Process	Release in full
10	13/09/2019	Email: Liability Limit	Release in full
10a		Attachment: Jtwo - IT Liability CofC 2019	Release in full
11	13/09/2019	Email: JTWO Solutions Procurement - Questions	Release in full
12	17/09/2019	Email: Due Diligence Check - Jtwo Soloutions	Release in full
13	17/09/2019	Email: Jtwo Solutions - Request for Offer	Release in full
13a		Attachment: Letter - Request for Offer	Release in full
14	20/09/2019	Email: Jtwo Solutions - Request for Offer	Release in full
14a		Attachment: Letter - Request for Offer - signed by Jtwo 19/9/2019	Release in full
14b		Attachment: Jtwo - IT Liability CofC 2019	Release in full
14c		Attachment: Economic Contribution Test	Release in full
14d		Attachment: Telco Consulting Proposal (September 2019)	Release in full
15	27/09/2019	Draft Goods and Services Agreement	Release in full
16	27/09/2019	Letter: Successful Award Letter	Release in full
17	30/09/2019	Email: Jtwo Successful Letter/Contract	Release in full

Document No.	Date	Description of Document	Determination
17a		Attachment: Fraud and Corruption Prevention, Detection and Response Policy for Suppliers	Release in full
17b		Attachment: Goods and Services Agreement	Release in full
17c		Attachment: Letter: Successful Award Letter	Release in full
18	1/10/2019	Email: Jtwo Successful Letter/Contract	Release in full
18a		Attachment: Goods and Services Agreement - signed	Release in full
19	2/10/2019	Goods and Services Agreement - FINAL	Release in full
20	21/10/2019	Procurement Checklist - signed by Procurement	Release in full
21	21/10/2019	Email: Signed Contract Disclosure Form and Checklist	Release in full
21a		Attachment: Contract Disclosure Form	Release in full
21b		Attachment: Procurement Checklist	Release in full
22	13/09/2019	ABN Lookup Print out	Release in full
23	12/11/2018	Fraud and Corruption Prevention, Detection and Response Policy for Suppliers	Release in full
24		Jtwo - IT Liability CofC 2019	Release in full
25		Economic Contribution Test	Release in full
26		Renewal SA Offer Form - signed	Release in full
26a		Attachment: Jtwo - IT Liability CofC 2019	Release in full
26b		Attachment: Economic Contribution Test	Release in full
26c		Attachment: Telco Consulting Proposal (September 2019)	Release in full

CONTRACT DISCLOSURE FORM

Notes for Use of this Form (see Page 5)

CONTRACT & INSURANCE DISCLOSURE INFORMATION FORM

Name of Public Authority:	URBAN RENEWAL AUTHORITY (trading as Renewal SA)		Procurement has been endorsed <input checked="" type="checkbox"/> <i>(Insert date of endorsement by Renewal SA Delegate)</i> Date __3__/_12__/_18__			
CONTRACT DETAILS						
Contract Title:	Lot Fourteen Telecommunications Advisory and Project Management Support Services					
Objective Reference: <i>[or other records management system (RMS) in use]</i>	qA29709	Executed Contract Filed in Objective or other RMS?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contractor Name:	JTwo Solutions Pty Ltd					
Contractor Address:	Suite 1, 66 Wyatt Street, Adelaide SA 5000					
Contractor Phone Number:	0403 577 711					
Contractor Contact Officer:	John Lindsay, Director					
Contractor Email Address:	john@jtwo.solutions					
Form of Contract <i>(Type of Contract e.g. Works Agreement)</i>	Standard Goods and Services Agreement					
Contract Executed By (Renewal SA Delegate):	Daniel Redden, Project Director Lot Fourteen					
Execution Date:	2 October 2019					
Start Date:	1 October 2019					
Completion Date: <i>(Note: Please insert the Final Completion Date not practical completion date)</i>	30 September 2021					
Program or Division Name:	People and Place Management					
Project Name/Key Activity/Concept: (if applicable)	Lot Fourteen					
Project Manager: <i>(i.e. Contract Manager)</i>	Mark Lata, Development Director Lot Fourteen					
Goods, Services, Works or Subject matter of the Contract:	Telecommunications Advisory and Project Management Support Services					

Contract Disclosure – Y/N (please provide reasons for any non disclosure)	Y	
Total Value of the Contract (inclusive of GST):	Up to \$217,360 inc GST	Purchase Order Number 33992
Procurement Process Used: (Please select one of the options listed or insert other appropriate description)	<div>Public Tender <input type="checkbox"/></div> <div>Direct Negotiation <input type="checkbox"/></div> <div>Selective Tender <input type="checkbox"/></div> <div>Waive of Competitive Process <input checked="" type="checkbox"/></div> <div>Request for Quote <input type="checkbox"/></div> <div>Request for Offer <input checked="" type="checkbox"/></div> <div>Other (Please specify) <input type="checkbox"/></div>	

CONTACT DETAILS FOR PUBLIC AUTHORITY'S FREEDOM OF INFORMATION OFFICER:	
Name:	Leonie Mitchell
Phone:	8207 1350
Email Address:	Leonie.Mitchell4@sa.gov.au

INSURANCE DETAILS	
<p>Note: Insurance Certificates of Currency are only required for <u>High Risk</u> contracts.</p> <p>Insurance details are still required to be provided and completed on the Contract Disclosure Form for <u>low to medium risk</u> procurement contracts.</p> <p>The Procurement Unit retains the certificates of currency for each contract and records insurance details on the Renewal SA Contracts Register. It is the responsibility of the Contract Manager to manage the contract insurance requirements and to ensure current insurance certificates of currency are provided to the Procurement Unit when insurance certificates expire.</p>	
Insurance as per contract in place:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Level of Cover – PI: (Professional Indemnity)	\$10,000,000
Level of Cover – PL: (Public Liability)	\$20,000,000
Certificates of Currency on File:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Expiry Date of Certificates of Currency:	PI: 17 / 3 / 2020 PL: 17 / 3 / 2020
Period for which insurance cover is required under the contract:	1 Oct 2019 – 30 Sep 2021

LIMITATION OF LIABILITY

Liability cap imposed:

Yes

☒

No

☐

N/A ☐

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

The Low Risk Liability Policy:

- does not require the supplier to provide indemnities
- allows the selection of a default liability cap between one and five times the value of the contract (covering all prescribed heads of liability)
- does not require Renewal SA to be named on insurance policies, or be provided with a copy of the insurance certificate.

The Low Risk Liability Policy **does not** apply in the following circumstances:

- Information and Communications Technology Contracts under government contract arrangements
- Software licences hosting agreements and contracts for software development or customisation
- Construction works including goods and services acquired in conjunction with the works
- Principal Contractor controlled contracts – where a supplier is contracted to manage several procurements of goods and/or services on behalf of the Principal
- Contracting with universities or the CSIRO for the provision of educational services, technical and academic research
- High risk contracts

Where the Low Risk Liability Policy is not suitable for use, the existing Liability Limit Review Committee (LLRC) approved liability framework for Renewal SA continues to apply (LLRC Liability Framework).

If yes, provide details of liability cap –

Capped to value of contract

CONFIDENTIALITY CLAUSE

Confidentiality Clause Inserted into Contract:

Yes

☒

No

☐

If yes, provide details -

Standard wording from Renewal SA Standard Goods and Services Agreement

SOUTH AUSTRALIAN INDUSTRY PARTICIPATION POLICY

In accordance with Department of the Premier and Cabinet Circular PC033 – Industry Participation Policy (IPP): All Suppliers must complete an Economic Contribution Test (ECT) if the value of the contract is above \$33,000 (GST inclusive) up to \$4 million (GST inclusive) [or up to \$1 million (GST inclusive) in Regional South Australia.

A copy of the ECT is included with this Contract Disclosure Form?

Please attach a copy of the ECT to this Form

Yes



Standard IPP Plan is required if contract value is above \$4 million (GST inclusive) [\$1 million (GST inclusive) in Regional South Australia

Tailored IPP Plan is required is required if contract value is above \$4 million (GST inclusive) within the Northern Economic Plan Region or above \$50 million dollars.

A copy of the IPP is included with this Contract Disclosure Form?

Please attach a copy of the IPP Plan to this Form

N/A

NOTES ON THE USE OF THIS FORM

This form is used to supply information on contracts as required by the PC027 Disclosure of Government Contracts and to meet reporting requirements of the South Australian Industry Participation Policy (IPP) as stipulated in PC033 Industry Participation Policy.

For more information on the disclosure requirements which apply to contracts please refer to PC027 Disclosure of Government Contracts.

Refer link:

<http://www.dpc.sa.gov.au/documents/rendition/B17980>

For more information on the IPP reporting requirements which apply to contracts please refer to the IPP Procedural Guidelines.

Refer link:

<https://dsdstore.blob.core.windows.net/publications-reports/Publications/20180827-DIS-IPP-ReportingGuidelines.pdf?t=1537745342376>

This form is to be provided to the Procurement Unit within thirty (30) days of contract execution with the following information:

- final signed original contract sent to the Project Officer Corporate Governance
- if the contract value is **\$25,000 (GST incl) or more** a **PDF version** of the entire signed contract is also required;
- copy of insurance certificates (only required for **High Risk contracts**);
- copy of the suppliers completed South Australian Industry Participation Policy Economic Contribution Test (ECT) or Industry Participation Plan (IPP);
- copy of the marked up contract showing contract amendments if applicable;
- procurement checklist [optional for procurements with a transaction value below \$33,000 GST incl (*checklist is returned by Procurement Unit to project/contract manager once contract is registered and disclosed*)].

Note: Under PC027 Disclosure of Government Contracts “Eligible” and “Significant” contracts also include AS 2124, AS 4902 and Works Agreement contracts.

PROCUREMENT USE ONLY

Date Received: / / **by:** _____

Date Disclosed on Contracts Register and SA Tenders and Contracts website:

 / / **by:** _____

Notes:

**RenewalSA****DELIVERING AN
INSPIRING
URBAN FUTURE**

Urban Renewal Authority
trading as **Renewal SA**.
Level 9, Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.enquiries@sa.gov.au
W www.renewalsa.sa.gov.au

John Lindsay
Director
JTwo Solutions
Suite 1, 66 Wyatt Street
Adelaide SA 5000

13 September 2019

Ref. A1378972

Dear John

REQUEST FOR OFFER

**THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT
SUPPORT SERVICES AT LOT FOURTEEN**

The Urban Renewal Authority trading as Renewal SA (**Renewal SA**) is transforming the former Royal Adelaide Hospital site, now known as Lot Fourteen, into a creation and innovation neighbourhood that will create high-value jobs and industries securing the future for generations of South Australians to come and positioning Adelaide as the start-up capital of Australia.

You are invited to submit an offer for the Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen.

Attached as Annexure A is the Specification/Brief (which outlines the requirements for the proposed contract), the General Conditions of Contract (Annexure B) and an Offer Form (Annexure C).

An Economic Contribution Test must also be completed online and submitted with this offer.

To submit an offer, you must complete Annexure C Offer Form and submit it electronically, along with a copy of your completed Economic Contribution Test, to:

Mark.Lata@sa.gov.au and CC: Danielle.Walpole@sa.gov.au

Your offer must be submitted on or before **3pm, Friday 20 September 2019**.



Government
of South Australia

If you submit an offer, you accept the following:

- You are deemed to have examined all information relevant to submitting the offer.
- Renewal SA is not bound to accept your offer and may accept or reject your offer at its discretion.
- You must comply with Renewal SA's Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers.
- You must comply with the requirements of the *Work Health and Safety Act 2012* and *Work Health and Safety Regulations 2012* (SA).
- For low to medium risk standard government procurement contracts, a supplier's liability may be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by Renewal SA.
- For high risk government procurement contracts, Renewal SA will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office and include appropriate clauses dealing with risk and liability based on that risk assessment.
- While Renewal SA understands the need to keep commercial matters confidential in appropriate circumstances, Renewal SA reserves the right to disclose some or all of the contents of your submission and related information to the Australian Competition and Consumer Commission ("ACCC") if Renewal SA reasonably suspects, or is notified by the ACCC that it reasonably suspects, that cartel conduct or unlawful collusion has occurred or exists in connection with the procurement process to which your submission relates, whether or not the suspicion relates to your particular submission and any condition in your submission that purports to prohibit or restrict the Government's right to make such disclosures is not accepted.
- You must meet the following mandatory criteria:
 - Completion of the Economic Contribution Test (<https://industryandskills.sa.gov.au/industry/south-australian-industry-participation-policy>)
- When you are on the Website, there are two templates you can choose from (Economic Contribution Test and Industry Participation Plan), subject to the value of your offer. Please choose the Economic Contribution Test for Metropolitan Adelaide.
- You must submit a copy of your completed Economic Contribution Test with Your offer. Guidelines and templates are also available to assist you to understand the detail and information required to meet Industry Participation Policy requirements.
- Subject to meeting the mandatory criteria set out above, your offer will be assessed against the following evaluation criteria which are in no particular order:
 - Experience with similar projects;
 - Price, including rates; and
 - Technical, managerial, physical and financial capacity and resources.

Your offer must address the above criteria.

- No acceptance of any offer or invitation to negotiate will be effective to constitute a contract or to create any legitimate expectation on the part of the supplier unless a formal written contract is executed by both parties. The form of contract expected to be entered into by the successful supplier is attached as Annexure B. Renewal SA may vary the terms of the contract at any time prior to its execution.
- This offer process does not give rise to or amount to a process contract whether an offer is submitted in response to this Request for Offer or not (a process contract means a contract about the offer process).
- Renewal SA requires that all contracts with suppliers of goods/services/works include a "White Ribbon Campaign" clause that acknowledges Renewal SA's commitment to a policy of zero tolerance to violence against women in the workplace and the broader community and requires the Suppliers' personnel to comply with Renewal SA's instructions, policies, procedures and guidelines regarding acceptable workplace behaviour.

If you require further information please contact myself on 8207 0697 or 0408 611 066.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Mark Lata', with a long horizontal stroke extending to the right.

Mark Lata

Development Director, Lot Fourteen

ANNEXURE A
SPECIFICATION/BRIEF

Telecommunications Advisory and Project Management Support Services at Lot Fourteen

SCOPE OF WORK

Provision of, but not limited to, the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Term of Contract: 2 years

ANNEXURE B

CONTRACT



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on of September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on _____ day of _____ 2019

SIGNED for and on behalf of the

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN

Project Director, Lot Fourteen (Authorised Officer)

duly authorised in that regard

in the presence of:

.....

Authorised Officer

.....

Witness

MARK LATA

Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on day of 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed:

Signed:

Name:

Name:

Position:

Position:

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable

Item 16	Milestone Dates	not applicable
Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Attn: Mark Lata Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: RenewalSAAccountsPayable@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

- (h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
 - (a) comply with the description of the Services in Attachment 1;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be provided in accordance with the best practices current in the Supplier's industry;
 - (e) be supplied without infringing any person's Intellectual Property Rights;
 - (f) be performed by the Supplier and/or the Supplier's Personnel; and
 - (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
 - (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
 - (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
 - (e) for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.

17. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

18. DISPUTE RESOLUTION

- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

19. ENDING THIS CONTRACT

- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
 - (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - (d) the Supplier fails to comply with a notice issued under clause 10.2; or
 - (e) the Supplier fails to disclose a conflict of interest;
 - (f) any Other Termination Right occurs; or
 - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in

Attachment 1 ("**Notice Period for Termination for Convenience**").

- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
 - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- 23.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

30. WORK HEALTH & SAFETY

- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.

32. INTERPRETATION

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- (a) Special Conditions (Attachment 4);
 - (b) Standard Terms and Conditions (Attachment 2); and
 - (c) the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars;
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS

- 33.1 The Supplier consents to:
- (a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and

- (b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.
- 33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.
- 33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:
 - (a) a media release or any other information release to the public;
 - (b) a response to a media enquiry; or
 - (c) the publication of an article or other information on a website accessible to the public.

34. RESPECTFUL BEHAVIOURS

- 34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

- 34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:
 - (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

- 34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:
 - (a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.

35. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in *DPC027 Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.

S1.2 The Services must be performed personally by the Named Persons.

S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.

S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant’s business and such cover must continue for three years after the expiry of the Agreement.

S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:

S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.

S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.

S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant’s Intellectual Property Rights as necessary for the purpose of using the reports and other materials.

S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.

S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1

ANNEXURE C

Renewal SA Offer Form

To: Mark Lata

Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen

I/We the undersigned, do hereby offer to perform the above in accordance with the Brief/Specification and the General Conditions of Contract provided. This offer will remain valid for a period of 30 business days from 20 September 2019.

Name of organisation making the offer (Supplier)																															
Address																															
Contact Person																															
Fees/Price	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr> <td colspan="3">Total Fees/Price GST exclusive</td> <td>\$</td> </tr> <tr> <td colspan="3">GST</td> <td>\$</td> </tr> <tr> <td colspan="3">Total Fees/Price GST inclusive</td> <td>\$</td> </tr> </table>																			Total Fees/Price GST exclusive			\$	GST			\$	Total Fees/Price GST inclusive			\$
Total Fees/Price GST exclusive			\$																												
GST			\$																												
Total Fees/Price GST inclusive			\$																												
Insert details of insurance held or proposed to comply with the General Conditions of Contract (or attach Certificates of Currency)																															
Please address the following evaluation criteria: <ul style="list-style-type: none"> Experience with similar projects; Price, including rates; and Technical, managerial, physical and financial capacity and resources. 																															
Signature of Supplier (not required if submitting electronically)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td style="width: 80%;"></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Signature:</td> <td></td> </tr> <tr> <td>Date:</td> <td></td> </tr> </table>			Name:		Title:		Signature:		Date:																					
Name:																															
Title:																															
Signature:																															
Date:																															

**RenewalSA****DELIVERING AN
INSPIRING
URBAN FUTURE**

Urban Renewal Authority
trading as **Renewal SA**.
Level 9, Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.enquiries@sa.gov.au
W www.renewalsa.sa.gov.au

John Lindsay
Director
JTwo Solutions
Suite 1, 66 Wyatt Street
Adelaide SA 5000

13 September 2019

Ref. A1378972

Dear John

REQUEST FOR OFFER

**THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT
SUPPORT SERVICES AT LOT FOURTEEN**

The Urban Renewal Authority trading as Renewal SA (**Renewal SA**) is transforming the former Royal Adelaide Hospital site, now known as Lot Fourteen, into a creation and innovation neighbourhood that will create high-value jobs and industries securing the future for generations of South Australians to come and positioning Adelaide as the start-up capital of Australia.

You are invited to submit an offer for the Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen.

Attached as Annexure A is the Specification/Brief (which outlines the requirements for the proposed contract), the General Conditions of Contract (Annexure B) and an Offer Form (Annexure C).

An Economic Contribution Test must also be completed online and submitted with this offer.

To submit an offer, you must complete Annexure C Offer Form and submit it electronically, along with a copy of your completed Economic Contribution Test, to:

Mark.Lata@sa.gov.au and CC: Danielle.Walpole@sa.gov.au

Your offer must be submitted on or before **3pm, Friday 20 September 2019**.



Government
of South Australia

If you submit an offer, you accept the following:

- You are deemed to have examined all information relevant to submitting the offer.
- Renewal SA is not bound to accept your offer and may accept or reject your offer at its discretion.
- You must comply with Renewal SA's Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers.
- You must comply with the requirements of the *Work Health and Safety Act 2012* and *Work Health and Safety Regulations 2012* (SA).
- For low to medium risk standard government procurement contracts, a supplier's liability may be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by Renewal SA.
- For high risk government procurement contracts, Renewal SA will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office and include appropriate clauses dealing with risk and liability based on that risk assessment.
- While Renewal SA understands the need to keep commercial matters confidential in appropriate circumstances, Renewal SA reserves the right to disclose some or all of the contents of your submission and related information to the Australian Competition and Consumer Commission ("ACCC") if Renewal SA reasonably suspects, or is notified by the ACCC that it reasonably suspects, that cartel conduct or unlawful collusion has occurred or exists in connection with the procurement process to which your submission relates, whether or not the suspicion relates to your particular submission and any condition in your submission that purports to prohibit or restrict the Government's right to make such disclosures is not accepted.
- You must meet the following mandatory criteria:
 - Completion of the Economic Contribution Test (<https://industryandskills.sa.gov.au/industry/south-australian-industry-participation-policy>)
- When you are on the Website, there are two templates you can choose from (Economic Contribution Test and Industry Participation Plan), subject to the value of your offer. Please choose the Economic Contribution Test for Metropolitan Adelaide.
- You must submit a copy of your completed Economic Contribution Test with Your offer. Guidelines and templates are also available to assist you to understand the detail and information required to meet Industry Participation Policy requirements.
- Subject to meeting the mandatory criteria set out above, your offer will be assessed against the following evaluation criteria which are in no particular order:
 - Experience with similar projects;
 - Price, including rates; and
 - Technical, managerial, physical and financial capacity and resources.

Your offer must address the above criteria.

- No acceptance of any offer or invitation to negotiate will be effective to constitute a contract or to create any legitimate expectation on the part of the supplier unless a formal written contract is executed by both parties. The form of contract expected to be entered into by the successful supplier is attached as Annexure B. Renewal SA may vary the terms of the contract at any time prior to its execution.
- This offer process does not give rise to or amount to a process contract whether an offer is submitted in response to this Request for Offer or not (a process contract means a contract about the offer process).
- Renewal SA requires that all contracts with suppliers of goods/services/works include a "White Ribbon Campaign" clause that acknowledges Renewal SA's commitment to a policy of zero tolerance to violence against women in the workplace and the broader community and requires the Suppliers' personnel to comply with Renewal SA's instructions, policies, procedures and guidelines regarding acceptable workplace behaviour.

If you require further information please contact myself on 8207 0697 or 0408 611 066.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Mark Lata', with a long horizontal stroke extending to the right.

Mark Lata

Development Director, Lot Fourteen

ANNEXURE A
SPECIFICATION/BRIEF

Telecommunications Advisory and Project Management Support Services at Lot Fourteen

SCOPE OF WORK

Provision of, but not limited to, the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Term of Contract: 2 years

ANNEXURE B

CONTRACT



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES

JTWO SOLUTIONS

AGREEMENT made on _____ of September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on _____ day of _____ 2019

SIGNED for and on behalf of the

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN

Project Director, Lot Fourteen (Authorised Officer)

duly authorised in that regard

in the presence of:

.....

Authorised Officer

.....

Witness

MARK LATA

Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on day of 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed:

Signed:

Name:

Name:

Position:

Position:

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable

Item 16	Milestone Dates	not applicable
Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Attn: Mark Lata Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: RenewalSAAccountsPayable@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

- (h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
 - (a) comply with the description of the Services in Attachment 1;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be provided in accordance with the best practices current in the Supplier's industry;
 - (e) be supplied without infringing any person's Intellectual Property Rights;
 - (f) be performed by the Supplier and/or the Supplier's Personnel; and
 - (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
 - (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
 - (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
 - (e) for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.

17. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

18. DISPUTE RESOLUTION

- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

19. ENDING THIS CONTRACT

- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
 - (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - (d) the Supplier fails to comply with a notice issued under clause 10.2; or
 - (e) the Supplier fails to disclose a conflict of interest;
 - (f) any Other Termination Right occurs; or
 - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in

Attachment 1 ("**Notice Period for Termination for Convenience**").

- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
 - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- 23.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

30. WORK HEALTH & SAFETY

- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.

32. INTERPRETATION

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- (a) Special Conditions (Attachment 4);
 - (b) Standard Terms and Conditions (Attachment 2); and
 - (c) the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars;
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS

- 33.1 The Supplier consents to:
- (a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and

- (b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.
- 33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.
- 33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:
 - (a) a media release or any other information release to the public;
 - (b) a response to a media enquiry; or
 - (c) the publication of an article or other information on a website accessible to the public.

34. RESPECTFUL BEHAVIOURS

- 34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

- 34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:
 - (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

- 34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:
 - (a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.

35. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in *DPC027 Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.

S1.2 The Services must be performed personally by the Named Persons.

S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.

S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant’s business and such cover must continue for three years after the expiry of the Agreement.

S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:

S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.

S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.

S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant’s Intellectual Property Rights as necessary for the purpose of using the reports and other materials.

S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.

S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1

ANNEXURE C

Renewal SA Offer Form

To: Mark Lata

Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen

I/We the undersigned, do hereby offer to perform the above in accordance with the Brief/Specification and the General Conditions of Contract provided. This offer will remain valid for a period of 30 business days from 20 September 2019.

Name of organisation making the offer (Supplier)																															
Address																															
Contact Person																															
Fees/Price	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr> <td colspan="3">Total Fees/Price GST exclusive</td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="3">GST</td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="3">Total Fees/Price GST inclusive</td> <td style="text-align: center;">\$</td> </tr> </table>																			Total Fees/Price GST exclusive			\$	GST			\$	Total Fees/Price GST inclusive			\$
Total Fees/Price GST exclusive			\$																												
GST			\$																												
Total Fees/Price GST inclusive			\$																												
Insert details of insurance held or proposed to comply with the General Conditions of Contract (or attach Certificates of Currency)																															
Please address the following evaluation criteria: <ul style="list-style-type: none"> Experience with similar projects; Price, including rates; and Technical, managerial, physical and financial capacity and resources. 																															
Signature of Supplier (not required if submitting electronically)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td style="width: 80%;"></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Signature:</td> <td></td> </tr> <tr> <td>Date:</td> <td></td> </tr> </table>			Name:		Title:		Signature:		Date:																					
Name:																															
Title:																															
Signature:																															
Date:																															

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)



Instructions: This checklist contains a summary of the procurement requirements for seeking Quotes or Offers. It should be read in conjunction with the Renewal SA Procurement Framework. The checklist **must** be completed by the Lead Procurement Officer as documented evidence of compliance to process.

Note: A fully completed electronic checklist **must** be saved in your procurement Objective file

Procurement Description	Lot Fourteen Telecommunications Advisory and Project Management Support Services – Jtwo Solutions
Estimated Expenditure	\$217,360 (inclusive of GST)
Lead Procurement Officer	Mark Lata, Development Director

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.0	PROCUREMENT REQUIREMENTS			
1.1	Budget exists and is available?	<input checked="" type="checkbox"/>		ACC CODE: 125540-695-1756 Amount (left in Budget Code): \$
1.2	If the Supplier will have access to sensitive or security classified information, advice obtained from Renewal SA's nominated Agency Security Advisor (ASA) or IT Security Advisor (ITSA)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.3	Procurement authorisation obtained from correct Delegate under the DAS (i.e. approval for the procurement strategy prior to market approach)?	<input checked="" type="checkbox"/>		<i>What is the Strategy?</i> <i>Waiver of Competitive Process</i> Name: Mark Devine Position Title: A/Chief Executive Ref: A1271528 Date: 3/12/18
1.4	If a <i>Waiver of Competitive Process</i> is being used, approval obtained from correct Delegate under the DAS and <i>RFO (Waiver) Template</i> used? If a waiver is approved, go to 1.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Objective Ref: A1271528
1.5	Offer Evaluation Panel appointed to evaluate offers? (applies to Offers only)	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Quote/Offer Opening Committee appointed?	<input type="checkbox"/>		
1.7	<i>Offer Evaluation Plan</i> prepared? (applies to Offers only)	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.8	<p>Industry Participation Policy (IPP) requirements met?</p> <ul style="list-style-type: none"> At least one Quote/Offer must be from a local business (i.e. a business having an office based in South Australia) or a business based in the region in the case of a regional procurement) for any procurement from \$33,000 (inclusive GST) to IPP Plan thresholds and will apply an Economic Contribution Test (ECT); and <p>Has Supplier completed the correct Economic Contribution Test (ECT)?</p> <p>Note: The ECT must be included as a mandatory evaluation criterion and used to determine the preferred Supplier where two or more Quotes/Offers are otherwise equal (i.e. the Supplier with the highest score in the ECT is the preferred Supplier). The ECT is also used to differentiate between quotes/offers that both represent value-for-money.</p>	<input type="checkbox"/>		Objective Ref:
1.9	At least three written Quotes /Offers sought using correct <i>RFQ/RFO document template</i> ?	<input type="checkbox"/>		Objective Ref:
1.10	<p>Enquiries, discussions and negotiations with Suppliers documented in <i>Enquiries Register</i>?</p> <p>Note: Records of all enquiries during the procurement process and after the closure of the procurement process need to be recorded and maintained in an enquiry register. A suggested enquiries register template is available for staff use on the Procurement intranet page.</p>	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.11	Any amendments to procurement documents communicated to all Suppliers prior to close date?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.12	Quotes/Offers receipted via the Renewal SA Physical Tender Box or Renewal SA Electronic Tender Box via the SA Tenders and Contracts website?	<input type="checkbox"/>		
1.13	Late Quotes/Offers recorded on the <i>Opening Schedule or Electronic Quotes/Offers Log</i> and evidence justifying the reasons for accepting/rejecting any late Quotes/Offers recorded?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.14	Quotes/Offers opened by the Quote/Offer Opening Committee, and the <i>Opening Schedule or Electronic Quotes/Offers Log</i> completed and signed?	<input type="checkbox"/>		Objective Ref:

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.15	If third parties are involved in the procurement process, <i>Conflict of Interest and Confidentiality Declaration Form</i> completed by any third party that is <u>not</u> engaged under a Contract?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.16	Quotes evaluated on price, and ECT score used to distinguish between two or more Quotes that are otherwise equal on price?	<input type="checkbox"/>	<input type="checkbox"/>	
1.17	Offers evaluated by Offer Evaluation Panel in accordance with <i>Offer Evaluation Plan</i> and assessments recorded?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.18	Due diligence check of preferred Supplier? Note: Please ensure that all due diligence checks and activities are recorded and documented as evidence in the Records Management System.	<input checked="" type="checkbox"/>		Objective Ref: A1381666
2.0 CONTRACT REQUIREMENTS				
2.1	If the preferred Supplier requires capped liability, Limitation of Liability process followed as per <i>Contract Management Policy and Framework?</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low risk process applies and was adopted for this contract.
2.2	Contract pre-authorisation obtained from correct Delegate under the <i>DAS?</i> Note: Approval to enter into the contract must be given in accordance with <i>Treasurer's Instruction 8(TI8) - Contract Pre-Approval Authorisation</i> . Pre-approval is given just before the contract is signed and may be given by the same Renewal SA Officer who is executing the contract provided that the dollar amount of the contract is within the monetary limit set for that Renewal SA Officer for both authority to enter into a contract and TI8 contract pre-authorisation. <u>The following must be taken into consideration by the Delegate prior to providing contract pre-authorisation:</u> <u>Decision- making – Why am I doing this?</u> <ul style="list-style-type: none"> Do I have the authority to make this decision? Adequate written records (record the decision and the reasons behind the decision to minimize risk)? Impacts of making this decision on any affected parties, including the public at large considered? Do I need to speak/consult with anyone before making a decision? Has all the information to make the decision been provided? <u>Legislation and Compliance- Can I do this?</u>	<input checked="" type="checkbox"/>		Name: Mark Lata Position Title: Development Director, Lot Fourteen Ref: A1378536 Date: 21 August 2019 (Delegate to sign & date above or Lead Procurement Officer to attach a copy of written authorisation from Delegate)

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
	<ul style="list-style-type: none"> Have I complied with relevant legislation, government policy and Renewal SA policies in making this decision? Have Renewal SA procurement Practices been complied with? Do I have authority to sign this pre-approval? <p>Finance – Do I have the budget allocated to do this?</p> <ul style="list-style-type: none"> Is the monetary value of the Contract below or equal to the amount I am authorised to approve? Are sufficient uncommitted Renewal SA funds available in support of the Contract? 			
2.3	<i>Approved Contract template</i> used (i.e. either a standard Renewal SA Contract or a Non – Renewal SA Contract that has been approved by the Renewal SA Dedicated CSO Solicitors)?	<input checked="" type="checkbox"/>		Objective Ref: A1310336
2.4	If amendments have been requested or made to the Renewal SA approved contract, approval obtained from the Renewal SA Dedicated CSO Solicitors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Objective Ref:
2.5	<i>Renewal SA Fraud and Corruption Prevention, Detection and Response Policy – for Suppliers</i> enclosed with Contract documents?	<input checked="" type="checkbox"/>		Objective Ref: A1385691
2.6	<i>Successful Award Letter</i> issued to successful Supplier?	<input checked="" type="checkbox"/>		Objective Ref: A1385691
2.7	Contract executed by correct Delegate under the DAS ?	<input checked="" type="checkbox"/>		Objective Ref: A1386309
2.8	<i>Unsuccessful Award Letter</i> issued to unsuccessful Suppliers?	<input type="checkbox"/>		N/A

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
3.0	POST-CONTRACT EXECUTION REQUIREMENTS			
3.1	<p><i>Contract Disclosure Form</i> completed within 30 days of Contract execution and submitted to Procurement along with the following documentation:</p> <ul style="list-style-type: none"> • this Checklist ; • final signed original Contract; • completed Economic Contribution Test (ECT); • PDF version of entire signed contract (if contract value is \$25,000 or more inc GST) • copy of insurance certificates of currency (as required under the Contract); • copy of the marked-up Contract showing contract amendments (if applicable.) 	<input checked="" type="checkbox"/>		Objective Ref:
3.2	Purchase Order raised in accordance with the <i>Purchase Order Policy?</i>	<input checked="" type="checkbox"/>		PO No: 33992 Procurement signature: Date:
3.3	Contract disclosed on Renewal SA Contracts Register within 30 days of execution?	<input type="checkbox"/>		Procurement signature: Date:
3.4	Contract disclosed on SA Tenders & Contracts Website within 60 days of execution?	<input type="checkbox"/>		Procurement signature: Date:
3.5	<p>Insurance Certificates of Currency provided and recorded in Renewal SA Contracts Register for High Risk Contracts?</p> <p>Note 1: For <u>High Risk contracts</u>, insurance certificates of currency are provided to the Procurement Unit during Contract registration. The Procurement Unit retains the certificates of currency for each contract and records insurance details on the Renewal SA Contracts Register. It is the responsibility of the Contract Manager to provide updated certificates of currency to the Procurement Unit when insurance certificates expire.</p> <p>Note 2: Under the Cabinet approved Low Risk Liability Policy, low to medium risk procurement contracts do not require Renewal SA to be named on insurance policies, or be provided with a copy of the insurance certificate. <u>Insurance details are still required to be provided and completed on the Contract Disclosure Form.</u></p>	<input type="checkbox"/>	<input type="checkbox"/>	Procurement signature: Date:

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
3.6	Contract variations approved and documented as per Contract Management Policy ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Objective Ref:
3.7	Procurement documentation captured in records management system (RMS)?	<input checked="" type="checkbox"/>		Objective Ref: qA29709
3.8	<i>Supplier Score Card (Contract Closure Form)</i> completed and submitted to Procurement? Note: Procurement will record Supplier performance and Contract closure in the Renewal SA Contracts Register.	<input type="checkbox"/>		Objective Ref:

From: [Lata, Mark \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: RE: jtwo Solutions procurement
Date: Wednesday, 21 August 2019 12:53:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Hi Danielle

I confirm that as an authorised delegate, I approve contract pre-authorisation to enter into a contract regarding this scope of works.

Kind Regards

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066

F 08 8207 1301



cid:image002.png@01D52778.C0F46AA0



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>

Sent: Wednesday, 1 May 2019 4:25 PM

To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>

Subject: FW: jtwo Solutions procurement

Importance: High

Hi Mark,

I don't think I ever heard back from you about my email below.

Is this procurement still needed?

Thanks,
Danielle

From: Walpole, Danielle (Renewal SA)
Sent: Wednesday, 6 March 2019 1:02 PM
To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Subject: jtwo Solutions procurement
Importance: High

Hi Mark,

I've finally go to the below procurement, sorry for the delay!

I have some questions for you:

Question 1

As part of the procurement checklist I need to undertake background checks of jt2o Solutions. We have engaged them previously as follows:

1. "Provision of Telecommunications Advisory Services to the Tonsley Innovation District" - Contract Manager: Daniel Redden

2. "Telecommunications Advisory Services – Former Royal Adelaide Hospital Site" - Contract Manager: Matthew Waltho (until June 2018) / Mark Lata (after June 2018)??

I will contact Daniel about the Tonsley procurement, would you be the contract manager for the second one? Or would it be best if I contact Matthew Waltho (although I understand he left RSA before the contract was complete).

I just need to file in Objective emails from the contract manager's confirming they were happy with their services.

Question 2

As per section 2.2 of the attached procurement checklist, I need contract pre-authorisation from you (approval to enter into a contract).

Mark Labaz has confirmed that your title of Director authorises you to do this.

Can you please send me your approval via email so I can file in Objective?

Question 3

Do you consider this procurement high risk, or low-medium risk? This will determine the type of insurance requirements we need.

Question 4

I have drafted the Goods and Services Agreement for jt2o Solutions, see Objective link attached. There are a number of highlighted sections I need information for, can we arrange a time to go over this via phone? Or are you at Riverside anytime soon?

Question 5

Attached is a draft successful award letter for your review and input.

Thanks,
Danielle

From: Lata, Mark (Renewal SA)

Sent: Monday, 11 February 2019 2:31 PM

To: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>

Subject: RE: CE Approval - Waiver of Competitive Process - ICT Support Services

Thanks Danielle

See my comments below in re

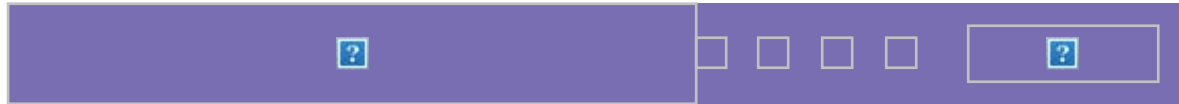
MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066

F 08 8207 1301



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>

Sent: Thursday, 7 February 2019 3:01 PM

To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>

Subject: RE: CE Approval - Waiver of Competitive Process - ICT Support Services

Hi Mark,

I've had a read through and all seems fairly straightforward at this stage. A couple of questions so far:

- Will the Supplier have access to sensitive or security classified information? **Do you mean RSA servers / objective? Then no.**
(If yes we will need to obtain advice from Renewal SA's nominated Agency Security Advisor (ASA) or IT Security Advisor (ITSA))
- For a contract of this value (\$217,360 inc GST) Director approval is need for contract pre-authorisation and execution, are you considered a Director for this or would this be Daniel? **I can do it**

I'll continue to go through the procurement checklist and also have a chat to Mark Labaz and get back to you if I have any questions.

Thanks,
Danielle

From: Lata, Mark (Renewal SA)

Sent: Thursday, 7 February 2019 11:50 AM

To: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>

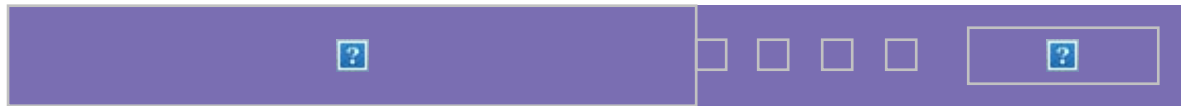
Subject: CE Approval - Waiver of Competitive Process - ICT Support Services

Ill call...

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697
M 0408 611 066
F 08 8207 1301



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: [Lata, Mark \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: FW: ORAH Telco Advisory
Date: Wednesday, 11 September 2019 5:03:50 PM
Attachments: [medium-grey.png](#)
[ORAH Proposal Jan 2018.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Hi Danielle

Does this help?

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066

F 08 8207 1301



cid:image002.png@01D52778.COF46AA0



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: John Lindsay <john@jtwo.solutions>
Sent: Friday, 12 January 2018 10:28 PM
To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Subject: Re: ORAH Telco Advisory

Hi Mark,

Sorry about that. I prepared a proposal for Matthew that day and it completely fell off the radar.

Please find a proposal attached.

Kind regards,

jsl



JOHN LINDSAY, Director at jtwo.solutions
 phone: +61 (0) 403 577 711
 web: jtwo.solutions
 email: john@jtwo.solutions

On 12 Jan 2018, at 4:47 pm, Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au> wrote:

Hi John

We were expecting a proposal from you post our discussions at our meeting on 2 November.

Will you be able to send something through shortly?

Regards

Mark Lata
Project Director, oRAH
Project Delivery
P: 08 8207 0697
M: 0408 611 066
F: 08 8207 1301
mark.lata@sa.gov.au
www.renewalsa.sa.gov.au

<image001.gif>

Urban Renewal Authority trading as Renewal SA.
Level 9 (West), Riverside Centre, North Terrace,
Adelaide, South Australia 5000
GPO Box 698, Adelaide 5001

<image002.jpg>

This e-mail may contain confidential information, which may be legally privileged. Only the intended recipient(s) may access, use, distribute or copy this e-mail. If this e-mail is received in error, please inform the sender by return e-mail and delete the original. It is the recipient's responsibility to check the e-mail and any attached files for viruses. In order to comply with Renewal SA's statutory obligations, e-mail messages sent by Renewal SA may be monitored or accessed by Renewal SA staff other than the sender.

Think before you print – consider the environment

From: John Lindsay [<mailto:john@jtwo.solutions>]
Sent: Friday, 12 January 2018 3:26 PM
To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Subject: ORAH Telco Advisory

Hi Mark,

Thanks for the catch up last year. I hope all is well with you and yours for the new year :-)

I'm fairly busy next week but would love to catch up for a chat in the week beginning Jan 22nd to see if we can help you with telco strategy at the ORAH site.

Cheers,

jsl

<image003.png>

JOHN LINDSAY, Director at jtvo.solutions

phone: +61 (0) 403 577 711

web: jtvo.solutions

email: john@jtvo.solutions



plan | transition | manage

Telco Consulting Proposal

Consultancy Services

Friday, 12 January 2018

John Lindsay

john@jtwo.solutions

0403577711

Level 21, 25 Grenfell St
Adelaide, SA 5000

POBOX 291
Rundle Mall, SA 5000

A photograph of a sunset over a field with a dirt road leading into the distance. The sky is filled with orange and pink clouds, and the sun is a bright orange circle on the horizon. The foreground shows a dirt road and some trees on the right.

Customer	RenewalSA
Project	ORAH Consultancy
Status	FINAL
Author	John Lindsay

Document Information

Versions

Date	Comments	Version
January 12 th 2018	Initial Proposal	

Contents

Qualifications	3
Services to be provided.....	4
Rate Card.....	5
Commercial information.....	5

Qualifications

Jtwo Solutions partner John Lindsay is an experienced telecommunications industry executive who has built fibre networks, operated a national broadband service provider network with a million broadband end points including services delivered via NBN, Opticomm, OpenNetworks, Neighbourhood Cable and TransACT.

Since 2015, as Lindsay Strategic Advisory, he has advised RenewalSA and DefenceSA on telecommunications strategy and operations for Tonsley and SABRENet and Department of State Development on GigCity via the Project Steering Committee and directly to DSD and SABRENet during early project planning.

He worked closely with South Australia's Chief Innovator Dr Tom Hajdu during the development of the GigCity concept.

He is a graduate of the Australian Institute of Company Directors and has managed every area of the Internet and Telco industry in well-known organisations including iiNet, Internode and Agile, that enjoyed exponential growth, in several cases from start-up.

He has particularly strong skills in:

- Australian Carrier and ISP Regulatory Affairs including ACMA, ACCC, TIO, CommsAlliance, TCPCode, PCI, Privacy, Data Retention
- Infrastructure deployment including Telecommunications Act, Low Impact Facilities, Land Access Notices, fibre deployment, building and basement access, tower and high site location access
- ISP business strategy and management
- Wholesale carrier relations
- Network capacity commercial negotiations (both buying and selling)
- Submarine cable IRU and wavelength capacity commercials
- International IP network design, construction and operation
- Buying and selling ISP and telecommunications businesses

John is a Director of the Telecommunications Industry Ombudsman, a role which is purely governance not operational and therefore does not create a conflict of interest with consulting for the telecommunications industry.

He was Advisory CTO for TransGrid Telecom, advising the executive and board on strategies to maximise the value of the telecommunications assets during and after their successful \$10.3b sale.

He was formerly CTO of iiNet Ltd from 2011 to 2012 after the successful sale of Internode to them. He was CTO and formerly Regulatory and Corporate Affairs Manager of Internode for many years before the sale.

John is not a lawyer and provides practical advice based on his extensive experience in the telecommunications industry.

Services to be provided

Scope of services may include:

- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to the ORAH site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

All consulting services will be provided on request as per the attached rate card.

In addition to accepting direct engagements, jt two solutions Pty Ltd is registered for the Low Risk ICT Panel Contract for contracts below \$100,000 and the eProject Panel for Contracts below \$700,000.

We suggest an initial engagement covering 12 months and capped at \$20,000 plus GST. Further project based work can be engaged later if and as required. jt two solutions is already a supplier to RenewalSA on a standard contract so engagement may require only an additional Services Schedule and Purchase Order.

I look forward to discussing this proposal with you. Please contact me if you require any further information.

Yours sincerely,



John Lindsay
Director, jt two solutions Pty Ltd

Rate Card

Standard government consulting rate is \$190 ex per hour.

This is charged in hourly blocks with a minimum of one hour on site and 15 minutes via phone and email.

Commercial information

jtwo solutions Pty Ltd

ACN: [616504566](#)

ABN: [91616504566](#)

Postal Address:

PO BOX 291
RUNDLE MALL
SA 5000

Bank:

ANZ
BSB: 015-056
Account Number: 409179739

Service of notices:

directors@jtwosolutions.com.au



From: [Lata, Mark \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: FW: ORAH Telco Advisory
Date: Wednesday, 11 September 2019 5:04:46 PM
Attachments: [image003.png](#)
[image001.gif](#)
[image002.jpg](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

This email refers to the meeting where I verbally requested the proposal

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066

F 08 8207 1301



cid:image002.png@01D52778.C0F46AA0

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: Lata, Mark (Renewal SA)
Sent: Friday, 12 January 2018 4:48 PM
To: 'John Lindsay' <john@jtwo.solutions>
Subject: RE: ORAH Telco Advisory

Hi John

We were expecting a proposal from you post our discussions at our meeting on 2 November.

Will you be able to send something through shortly?

Regards

Mark Lata

Project Director, oRAH

Project Delivery

P: 08 8207 0697

M: 0408 611 066

F: 08 8207 1301

mark.lata@sa.gov.au

www.renewalsa.sa.gov.au



Urban Renewal Authority trading as Renewal SA.
Level 9 (West), Riverside Centre, North Terrace,
Adelaide, South Australia 5000
GPO Box 698, Adelaide 5001



This e-mail may contain confidential information, which may be legally privileged. Only the intended recipient(s) may access, use, distribute or copy this e-mail. If this e-mail is received in error, please inform the sender by return e-mail and delete the original. It is the recipient's responsibility to check the e-mail and any attached files for viruses. In order to comply with Renewal SA's statutory obligations, e-mail messages sent by Renewal SA may be monitored or accessed by Renewal SA staff other than the sender.

Think before you print – consider the environment

From: John Lindsay [<mailto:john@jtwo.solutions>]

Sent: Friday, 12 January 2018 3:26 PM

To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>

Subject: ORAH Telco Advisory

Hi Mark,

Thanks for the catch up last year. I hope all is well with you and yours for the new year :-)

I'm fairly busy next week but would love to catch up for a chat in the week beginning Jan 22nd to see if we can help you with telco strategy at the ORAH site.

Cheers,

jsl



JOHN LINDSAY, Director at jtwo.solutions

phone: +61 (0) 403 577 711

web: jtwo.solutions

email: john@jtwo.solutions

From: [Feldt, Andrew \(Renewal SA\)](#)
To: [Lata, Mark \(Renewal SA\)](#); [Walpole, Danielle \(Renewal SA\)](#); [Otto, Ashley \(Renewal SA\)](#)
Cc: [Redden, Daniel \(Renewal SA\)](#)
Subject: RE: jtwo Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget
Date: Wednesday, 11 September 2019 6:09:33 PM

Hi all,

While there is no specific allocation for this PO, I can confirm that the funds are available from the Clause 1(1)(e)

Andrew Feldt
Finance Business Partner

T 08 8207 1450

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised.
Think before you print – consider the environment

-----Original Message-----

From: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Sent: Wednesday, 11 September 2019 3:53 PM
To: Feldt, Andrew (Renewal SA) <Andrew.Feldt@sa.gov.au>; Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>; Otto, Ashley (Renewal SA) <Ashley.Otto@sa.gov.au>
Cc: Redden, Daniel (Renewal SA) <daniel.redden@sa.gov.au>
Subject: RE: jtwo Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget

Hi Andrew

This should just come from the cabinet submission allocation for consultants

MARK LATA
Development Director, Lot Fourteen

T 08 8207 0697
 M 0408 611 066
 F 08 8207 1301

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. Think before you print – consider the environment

-----Original Message-----

From: Feldt, Andrew (Renewal SA) <Andrew.Feldt@sa.gov.au>

Sent: Wednesday, 11 September 2019 3:43 PM

To: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>; Otto, Ashley (Renewal SA) <Ashley.Otto@sa.gov.au>

Cc: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>; Redden, Daniel (Renewal SA) <daniel.redden@sa.gov.au>

Subject: RE: jt2 Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget

All,

Currently we have no budgeted allocated against project code. I'll have a look and see if we can reallocate some budget from another activity.

Andrew

-----Original Message-----

From: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>

Sent: Wednesday, 11 September 2019 12:31 PM

To: Feldt, Andrew (Renewal SA) <Andrew.Feldt@sa.gov.au>

Cc: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>; Redden, Daniel (Renewal SA) <daniel.redden@sa.gov.au>

Subject: jt2 Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget

Hi Andrew,

I am helping Mark Lata with a procurement for jt2 Solutions for "Lot Fourteen Telecommunications Advisory and Project Management Support Services".

The attached waiver signed by the A/CE in December last year authorises this cost (\$197,600 +GST) to come from 125540-570-1756. Given it's a new financial year, can you confirm we still have budget within this account code for this?

Thanks,
Danielle

Danielle Walpole has sent you a link to "20181203 - Waiver of Competitive Process - ICT Support Services - jt2 Solutions - Approved" (A1311648) from Objective.

Open in Navigator
Double click on the attachment

From: [Robertson, Shane \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Cc: [Feldt, Andrew \(Renewal SA\)](#); [Lata, Mark \(Renewal SA\)](#); [Redden, Daniel \(Renewal SA\)](#)
Subject: FW: jtvo Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget
Date: Thursday, 12 September 2019 9:39:49 AM
Attachments: [20181203 - Waiver of Competitive Process - ICT Support Services - jtvo Solutions - Approved.obr](#)

Hi Danielle

I would now use 125540-695-1756 (Building works). This assumes this is not attributable to a specific building and is precinct wide?

Cheers - Shane

-----Original Message-----

From: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>
Sent: Wednesday, 11 September 2019 12:31 PM
To: Feldt, Andrew (Renewal SA) <Andrew.Feldt@sa.gov.au>
Cc: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>; Redden, Daniel (Renewal SA) <daniel.redden@sa.gov.au>
Subject: jtvo Solutions - Telecommunications Advisory and Project Management Support Services - Confirm account code / budget

Hi Andrew,

I am helping Mark Lata with a procurement for jtvo Solutions for "Lot Fourteen Telecommunications Advisory and Project Management Support Services".

The attached waiver signed by the A/CE in December last year authorises this cost (\$197,600 +GST) to come from 125540-570-1756. Given it's a new financial year, can you confirm we still have budget within this account code for this?

Thanks,
Danielle

Danielle Walpole has sent you a link to "20181203 - Waiver of Competitive Process - ICT Support Services - jtvo Solutions - Approved" (A1311648) from Objective.

Open in Navigator
 Double click on the attachment

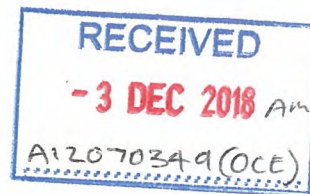


RenewalSA
people partnerships progress

Urban Renewal Authority
trading as Renewal SA
Level 9 (West) Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
DX: 56502 ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.info@sa.gov.au
W www.renewalsa.sa.gov.au

MEMO



Date: 24/10/2018

Total Pages: 3

Reference: A1194009

Attention: Mark Devine, Acting Chief Executive, Renewal SA

CC: Daniel Redden, Project Director Lot Fourteen

From: Mark Lata, Development Director Lot Fourteen

Subject: Waiver of Competitive Process -
Lot Fourteen Telecommunications Advisory and Project
Management Support Services

BACKGROUND AND SUMMARY

- As part of the redevelopment of the former Royal Adelaide Hospital Site (Site), Renewal SA, amongst other responsibilities is accountable for infrastructure design and delivery to enable future redevelopment of the Site. The vision for the former Royal Adelaide Hospital Site includes a commitment to deliver a truly smart precinct including a world class telecommunications platform, which can attract the best companies and minds to enable the exploration and development of unlimited opportunities.
- In early 2018, Renewal SA engaged jt two solutions to provide Strategic advice related to ICT vision and masterplan development and were engaged on a purchase order fee for service basis, capped at below the \$22k procurement limit for single source;
- John Lindsay is the founder of the company and is a specialist ICT consultant with expertise in achieving successful outcomes in a range of ICT skill areas including network capacity commercial negotiations, ISP business strategy and management and Australian Carrier and ISP regulatory affairs.
- jt two solutions were integral to the implementation and success of Tonsley's Telecommunications Masterplan. John Lindsay was also an advisory member of the Gig City Steering Committee which was successfully delivered a number of South Australia's strategic employment sites and innovation precincts in 2017, including Tonsley and Technology Park;
- Significant work is required to define the delivery of the broad goals for the precinct technology including telecommunications objectives, through the production of a telecommunications strategy. Ongoing support is required to provide ICT advisory services to Renewal SA and tenants;
- jt two Solutions have developed a clear understanding of Renewal SA's objectives and have expansive knowledge of ICT legislation and regulations in Australia. It is proposed to engage jt two Solutions under a contract scope to provide the services required to implement a number of key ICT recommendations;
- Appointing another consultant would require additional lead times and expenditure due to considerable duplication of effort to brief another consultant on such a large body of information to be in a position to advise on progressing the recommendations made in the review of the Lot Fourteen precinct telecommunications and technology requirements;
- As the cumulative value of work to date and proposed new work is above the single source procurement limit, a waiver of competitive process is required;
- As per Renewal SA's Procurement Policy, the approval of a General Manager or Chief Executive is required for a waiver of competitive process.



DISCUSSION

The indicative scope which jtwo solutions were originally engaged to provide was purely to address an identified gap in knowledge related to Telecommunications to meet immediate requirements for tenant connectivity and to provide early advice on the strategic direction for site telecommunications and technology and to recommend broad goals and requirements.

Following a timely review of the broader telecommunications and technology goals of the precinct, triggered immediate tenant requirements and carrier interest in the site, Renewal SA now urgently requires a suitably qualified and experienced advisor to assist in further work to support the implementation of the Lot Fourteen precinct vision.

The jtwo solutions review recommended the development of a precinct wide ICT strategy is important as it will give consideration Renewal SA regulatory obligations as owner and developer of the site and set the foundations for future technology partnerships at the precinct. In particular the strategy will ensure that the site does not breach the Federal Telecommunications Act and complies with the Digital Building Guideline.

The strategy should also outline provision of key enabling infrastructure including:

- Technology design to enable a true Smart City with current and future technologies for real applications – smart infrastructure and immersive technology.
- Enablement of smart buildings with operating systems that learn and improve, reduce energy and support carbon neutrality.
- Support of the projects sustainability targets
- The creation of enabling infrastructure for fibre and wireless communications
- Common use pit and pipe infrastructure from the property boundary to each of the buildings.
- Secure space for carriers to terminate their fibre and house active equipment within each building.
- Cable risers and potentially copper and fibre cable within buildings to allow access to tenants depending on their needs.

An indicative assessment of the scope of services for which budget will be required includes:

- Producing a Fibre Services Order Form, including content for a simple telecommunications infrastructure information sheet for Carriers and tenants;
- Liaising with carriers, tenants and stakeholders, as required
- Project management advisory assistance in the deployment of appropriate fibre and technology infrastructure;
- Assistance in specifications and tender briefs to put in place necessary fibre, including construction and maintenance;
- Strategic advice related to appropriate technology deployments, such as WiFi, 5G and Internet of Things

The waiver is in the best interest of the project and Renewal SA given:

- John Lindsay has in excess of 20 years' experience as a client, consultant and contractor in the delivery of a wide range of ICT related services;
- jtwo Solutions have already completed the initial review and proposed recommendations and are therefore best placed to carry out the scope of services outlined.

The engagement of jttwo solutions is on a fee for service basis and is expected to be no more than 2 years to assist in the delivery of the scope mentioned above. An initial assessment of

the number of hours suggested will not exceed 1,040 hours (approx. 10 hours per week), which requires a total budget not exceeding \$197,600 excluding GST.

It is proposed that jtwo solutions would be appointed using the Brief Services Agreement as the form of contract. The hourly rate of \$190 quoted by jt two solutions is consistent with market expectations.

BUDGET

The total budget implication for the services required is \$197,600 excluding GST

Funding for these services will come from the budget allocation for consultants within the 125540.570.1756 - Master Planning & Investigation budget line.

RECOMMENDATION

That you approve:

- A direct source of appointment be made of jt two Solutions, as detailed herein under the Request for Offer (Waiver) process.
- An upper limit budget of \$197,600 (excluding GST) is approved to provide the proposed services for a period of 2 years.

Recommended by:

Mark Lata

Development Director, Lot Fourteen

Endorsed by:



Daniel Redden

Project Director, Lot Fourteen.

3/12/18

Approved by:

Mark Devine

Acting Chief Executive
Renewal SA

Date: 3/12/18



Martin, Aliesha (Renewal SA)

From: Ager, Rose (Renewal SA)
Sent: Monday, 3 December 2018 9:27 AM
To: Martin, Aliesha (Renewal SA)
Subject: FW: Waiver of Competitive Process - ICT Support Services jtwo (DRAFT) (A1194009)
Attachments: Waiver of Competitive Process - ICT Support Services jtwo (DRAFT).obr

-----Original Message-----

From: Redden, Daniel (Renewal SA)
Sent: Monday, 3 December 2018 9:26 AM
To: Ager, Rose (Renewal SA) <Rose.Ager@sa.gov.au>; Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Cc: Clare, Andrea (Renewal SA) <Andrea.Clare@sa.gov.au>
Subject: RE: Waiver of Competitive Process - ICT Support Services jtwo (DRAFT) (A1194009)

Thanks Rose and Mark.

This paper is endorsed for Mark Devine's approval.

Kind Regards,

Daniel.

-----Original Message-----

From: Ager, Rose (Renewal SA)
Sent: Wednesday, 7 November 2018 9:59 AM
To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Cc: Clare, Andrea (Renewal SA) <Andrea.Clare@sa.gov.au>; Redden, Daniel (Renewal SA) <daniel.redden@sa.gov.au>
Subject: FW: Waiver of Competitive Process - ICT Support Services jtwo (DRAFT) (A1194009)

Hi Mark

As discussed, can you please provide a signed hard copy to OCE with Daniel's endorsement as per the normal process.

Thanks
Rose

-----Original Message-----

From: Devine, Mark (Renewal SA)
Sent: Wednesday, 7 November 2018 9:39 AM
To: Ager, Rose (Renewal SA) <Rose.Ager@sa.gov.au>
Subject: FW: Waiver of Competitive Process - ICT Support Services jtwo (DRAFT) (A1194009)

-----Original Message-----

From: Lata, Mark (Renewal SA)
Sent: Tuesday, 6 November 2018 5:22 PM
To: Devine, Mark (Renewal SA) <Mark.Devine@sa.gov.au>

From: [Lata, Mark \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: FW: Liability limit
Date: Friday, 13 September 2019 3:08:21 PM
Attachments: [JTWO - IT Liability CofC 2019.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

FYI

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697
M 0408 611 066
F 08 8207 1301



cid:image002.png@01D52778.C0F46AA0



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: John Lindsay <john@jtwo.solutions>
Sent: Friday, 13 September 2019 3:07 PM
To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>
Subject: Re: Liability limit

Hi Mark,

We have \$20m of Product Liability insurance. We also have PI cover. The PI cover is probably most relevant.

Every additional \$1m of PI cover will cost you a \$1k annual fee.

Cheers,

jsl

JOHN LINDSAY, Director at jtwo.solutions
 phone: +61 (0) 403 577 711
 web: jtwo.solutions
 email: john@jtwo.solutions

On 13 Sep 2019, at 3:01 pm, Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au> wrote:

Hi John

Can you please inform on the below?

amount of cover under the Supplier's Product Liability policy>

Just rounding out your longer term engagement

Thanks

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066
F 08 8207 1301

[<image001.png>](#)

[<image002.png>](#)

[<image003.png><image004.png><image005.png><image006.png><image007.png>](#)

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**



TK SPECIALTY RISKS PTY LTD
ABN: 21 608 877 783

277 Magill Road
Trinity Gardens
SA 5068 Australia
Ph (08) 8249 7913

Representative No: 001237371
Corporate Authorised Representative
Millennium Underwriting Agencies Pty Ltd – AFSL No: 246721

Certificate of Currency

This certificate confirms that the under mentioned policy is effective in accordance with the details shown:

Name of Insured:	JTWO Solutions Pty Ltd
Class of Insurance:	IT Liability
Policy Period:	From: 17 January 2019 To: 17 March 2020
Limit of Liability:	Professional Indemnity: \$10,000,000 each and every claim and \$20,000,000 in the Aggregate Cyber liability: \$1,000,000 each and every claim and \$10,000,000 in the aggregate Public Liability: \$20,000,000 each and every claim Products Liability: \$20,000,000 each and every claim
Wording:	TECH AUS v2.2
The Underwriters:	Underwritten by certain Underwriters at Lloyd's
Policy Number:	ESH001072468

The above is a brief outline of the Policy only, and coverage is at all times subject to the terms and conditions of the Policy.

Date: 17 January 2019

From: [Lata, Mark \(Renewal SA\)](#)
 To: [Walpole, Danielle \(Renewal SA\)](#)
 Subject: RE: JTwo Solutions - Procurement - Questions
 Date: Friday, 13 September 2019 3:01:18 PM
 Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Thanks Danielle

Comments below in red

MARK LATA
 Development Director, Lot Fourteen

T 08 8207 0697
 M 0408 611 066
 F 08 8207 1301

[id:image003.png@01D52778.C0F46A40](#)

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. Think before you print – consider the environment

From: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>

Sent: Friday, 13 September 2019 2:35 PM

To: Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au>

Subject: JTwo Solutions - Procurement - Questions

Hi Mark,

An update on the JTwo Solutions procurement –

- I have spoken to Mark Labaz, we will need to issue a formal RFO to JTwo Solutions, the emailed proposal is not satisfactory. The RFO is pretty simple and can just be emailed to them and they can then reply by email. In order to do this I need the following info from you:
 - Closing date for them to submit their offer by **20 September 3pm**
- A list of the criteria that their offer will be assessed against. This is informal and is just a matter of JTwo Solutions providing some information with their offer form that addresses these. Example criteria from the template include:
 - Commitment to sustainability **remove**
 - Experience with similar projects **keep**
 - Price **keep but state we want rates**
 - Technical, managerial physical and financial capacity and resources **keep**
- Specific payment schedule listing supplier progress payments based on time and or contract milestones / performance **monthly invoicing based on time spent**
- Can you complete the yellow highlighted sections below?

1.	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA ABN 86 832 349 553 Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
2.	Supplier	Jtwo Solutions Pty Ltd ABN 91 616 504 566 Suite 1, 66 Wyatt Street, Adelaide SA 5000
3.	Commencement Date	TBC 1 October 19
4.	Expiry Date	TBC 2 years
5.	Extension Period	not applicable NA
6.	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
7.	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
8.	Named Persons	insert names and positions or insert "not applicable" > John Lindsay - Director
9.	Details of Goods	not applicable
10.	Delivery Date	not applicable
	Delivery Point	I
11.	Installation Date	not applicable
12.	Warranty Period	not applicable
13.	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen I (detailed description in Attachment 5)
14.	Delivery Date	insert contract dates as above
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
15.	Reports and Manuals	As required
16.	Milestone Dates	<insert dates or insert "not applicable"> NA
17.	Price and Payment (including address for invoices)	Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc) Manner of Payment: monthly invoice itemising work delivered, hours of work, personnel Invoice to: Renewal SA GPO Box 698 Adelaide SA 5001 Please email invoice to: mark.lata@sa.gov.au insert any other relevant details NA
18.	Insurances	Public Liability Insurance Product Liability Insurance
		Not less than \$10,000,000 insert any other relevant details NA <insert the amount of cover under the Supplier's Product Liability policy> setting this now
19.	Liability Limit	The following liability limit has been approved by Council (25,000,000) insert between [1 and 5] x (the aggregated value of the contract inc GST). Multiply to be based on Government Party's risk assessment
20.	Other Termination Rights	ie.g. failure to meet [insert number] Service Levels or insert "not applicable"> NA
21.	Approved Subcontractors	insert relevant details or insert "not applicable"> NA
22.	Additional Personnel Checks	ie.g. DCS Unsuitable Person Screening or insert "not applicable"> NA
23.	Notice Period for Termination for Convenience	insert period or "not applicable"> NA

Also re: the diligence check we need to do, do you have any info on the below procurement? I can find a PO for it (attached) but that's about it. And can you please confirm who at RSA would be the best person for me to contact re: a reference check? You had previously mentioned Jess Mawer however the contract was for oRAH, is Jess still the best contact?

Scorecard Ranking	Supplier/Contractor	Contract Title	Commencement date	Completion date	Program or Division Name	Project Name/Key Activity/Concept	Project Manager	Contract Value	GST	Contract Executed By	Status	File CM Reference	Purchase Order Number	Contract/Consultant Documentation	Execution Date	Method of Procurement	Limitation of Liability Permitted	Approved Confidentiality Clause	AS2124/4902 Royalties	Employment Contribution Test (ECT)	Industry Participation Plan (IPP)
Mat no longer an employee - no s/c completed	JTWO Solutions Pty Ltd	Telecommunications Advisory Services - oRAH	16/03/2018	31/08/2018	oRAH, People and Place Management		Matthew Watito	\$21,527.00	incl	Sustainability Manager - Tonsley	Closed	FA15606	32198	Brief Services Agreement	16/03/2018	Direct Negotiation	No	No	No	No	No

Thanks,

Danielle

From: Walpole, Danielle (Renewal SA)

Sent: Wednesday, 11 September 2019 5:02 PM

To: Mark Lata (Mark.Lata@sa.gov.au) <Mark.Lata@sa.gov.au>

Subject: JTwo Solutions - Procurement - Questions

Hi Mark,

Re: the JTwo Solutions procurement, we need to issue a Request for Offer (Waiver) to JTwo Solutions to which they then respond including their Economic Contribution Test and Offer Form. I will need a bunch of info from you to populate this RFO (Waiver) as well as the Goods and Services Agreement. I think it would be easiest if we just sat down when you're back at work and went through everything.

Can you please provide me with the "Telco Consulting Proposal" JTwo Solutions has submitted?

I also need to undertake a due diligence check. As per my previous email can you please confirm who at RSA was responsible for the below contract so I can get a reference check from them? I know you mentioned Jess Mawer however the contract listed below was for oRAH, is Jess still the best contact?

Scorecard Ranking	Supplier/Contractor	Contract Title	Commencement date	Completion date	Program or Division Name	Project Name/Key Activity/Concept	Project Manager	Contract Value	GST	Contract Executed By	Status	File CM Reference	Purchase Order Number	Contract/Consultant Documentation	Execution Date	Method of Procurement	Limitation of Liability Permitted	Approved Confidentiality Clause	AS2124/4002 Royalties	Employment Contribution Test (ECT)	Industry Participation Plan (IPP)
Matt no longer an employee - no s/c completed	JTwo Solutions Pty Ltd	Telecommunications Advisory Services - oRAH	16/03/2018	31/08/2018	oRAH, People and Place Management		Matthew Walther	\$21,527.00	incl	Sustainability Manager - Tonsley	Closed	FA15606	32198	Brief Services Agreement	16/03/2018	Direct Negotiation	No	No	No	No	No

Thanks,

DANIELLE WALPOLE
Project Coordinator, Lot Fourteen

Tuesday - Friday

T (08) 8429 3130

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. Think before you print – consider the environment

From: [Redden, Daniel \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: RE: Due Diligence Check - JTwo Solutions
Date: Tuesday, 17 September 2019 3:49:02 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Hi Danielle

Yes, can confirm delivered on contractual obligations and was happy with their work.

Thanks,
Daniel.

From: Walpole, Danielle (Renewal SA) <Danielle.Walpole@sa.gov.au>
Sent: Wednesday, 11 September 2019 1:57 PM
To: Redden, Daniel (Renewal SA) <daniel.redden@sa.gov.au>
Subject: Due Diligence Check - JTwo Solutions

Hi Daniel,

I am doing a due diligence check for supplier JTwo Solutions.

You executed the attached contract with JTwo Solutions as Project Director Tonsley in 2017.

Can you confirm they delivered on their contractual obligations and you were happy with their work?

Thanks,

DANIELLE WALPOLE

Project Coordinator, Lot Fourteen

Tuesday – Friday

T (08) 8429 3130



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

From: [Lata, Mark \(Renewal SA\)](#)
To: [John Lindsay](#)
Cc: [Walpole, Danielle \(Renewal SA\)](#)
Subject: JTwo Solutions - Request for Offer
Date: Tuesday, 17 September 2019 11:45:01 AM
Attachments: [JTwo Solutions - Request for Offer.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
Importance: High

Hi John

In order for us to complete your formal engagement can you please read and sign the attached Request for Offer?

Please let me know if you have any questions

Kind Regards

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066

F 08 8207 1301



cid:image002.png@01D52778.C0F46AA0



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

**RenewalSA****DELIVERING AN
INSPIRING
URBAN FUTURE**

Urban Renewal Authority
trading as **Renewal SA**.
Level 9, Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.enquiries@sa.gov.au
W www.renewalsa.sa.gov.au

John Lindsay
Director
JTwo Solutions
Suite 1, 66 Wyatt Street
Adelaide SA 5000

13 September 2019

Ref. A1378972

Dear John

REQUEST FOR OFFER

**THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT
SUPPORT SERVICES AT LOT FOURTEEN**

The Urban Renewal Authority trading as Renewal SA (**Renewal SA**) is transforming the former Royal Adelaide Hospital site, now known as Lot Fourteen, into a creation and innovation neighbourhood that will create high-value jobs and industries securing the future for generations of South Australians to come and positioning Adelaide as the start-up capital of Australia.

You are invited to submit an offer for the Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen.

Attached as Annexure A is the Specification/Brief (which outlines the requirements for the proposed contract), the General Conditions of Contract (Annexure B) and an Offer Form (Annexure C).

An Economic Contribution Test must also be completed online and submitted with this offer.

To submit an offer, you must complete Annexure C Offer Form and submit it electronically, along with a copy of your completed Economic Contribution Test, to:

Mark.Lata@sa.gov.au and CC: Danielle.Walpole@sa.gov.au

Your offer must be submitted on or before **3pm, Friday 20 September 2019**.



Government
of South Australia

If you submit an offer, you accept the following:

- You are deemed to have examined all information relevant to submitting the offer.
- Renewal SA is not bound to accept your offer and may accept or reject your offer at its discretion.
- You must comply with Renewal SA's Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers.
- You must comply with the requirements of the *Work Health and Safety Act 2012* and *Work Health and Safety Regulations 2012 (SA)*.
- For low to medium risk standard government procurement contracts, a supplier's liability may be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by Renewal SA.
- For high risk government procurement contracts, Renewal SA will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office and include appropriate clauses dealing with risk and liability based on that risk assessment.
- While Renewal SA understands the need to keep commercial matters confidential in appropriate circumstances, Renewal SA reserves the right to disclose some or all of the contents of your submission and related information to the Australian Competition and Consumer Commission ("ACCC") if Renewal SA reasonably suspects, or is notified by the ACCC that it reasonably suspects, that cartel conduct or unlawful collusion has occurred or exists in connection with the procurement process to which your submission relates, whether or not the suspicion relates to your particular submission and any condition in your submission that purports to prohibit or restrict the Government's right to make such disclosures is not accepted.
- You must meet the following mandatory criteria:
 - Completion of the Economic Contribution Test (<https://industryandskills.sa.gov.au/industry/south-australian-industry-participation-policy>)
- When you are on the Website, there are two templates you can choose from (Economic Contribution Test and Industry Participation Plan), subject to the value of your offer. Please choose the Economic Contribution Test for Metropolitan Adelaide.
- You must submit a copy of your completed Economic Contribution Test with Your offer. Guidelines and templates are also available to assist you to understand the detail and information required to meet Industry Participation Policy requirements.
- Subject to meeting the mandatory criteria set out above, your offer will be assessed against the following evaluation criteria which are in no particular order:
 - Experience with similar projects;
 - Price, including rates; and
 - Technical, managerial, physical and financial capacity and resources.

Your offer must address the above criteria.

- No acceptance of any offer or invitation to negotiate will be effective to constitute a contract or to create any legitimate expectation on the part of the supplier unless a formal written contract is executed by both parties. The form of contract expected to be entered into by the successful supplier is attached as Annexure B. Renewal SA may vary the terms of the contract at any time prior to its execution.
- This offer process does not give rise to or amount to a process contract whether an offer is submitted in response to this Request for Offer or not (a process contract means a contract about the offer process).
- Renewal SA requires that all contracts with suppliers of goods/services/works include a "White Ribbon Campaign" clause that acknowledges Renewal SA's commitment to a policy of zero tolerance to violence against women in the workplace and the broader community and requires the Suppliers' personnel to comply with Renewal SA's instructions, policies, procedures and guidelines regarding acceptable workplace behaviour.

If you require further information please contact myself on 8207 0697 or 0408 611 066.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Mark Lata', with a long horizontal stroke extending to the right.

Mark Lata

Development Director, Lot Fourteen

ANNEXURE A
SPECIFICATION/BRIEF

Telecommunications Advisory and Project Management Support Services at Lot Fourteen

SCOPE OF WORK

Provision of, but not limited to, the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Term of Contract: 2 years

ANNEXURE B

CONTRACT



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on of September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on _____ day of _____ 2019

SIGNED for and on behalf of the

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN

Project Director, Lot Fourteen (Authorised Officer)

duly authorised in that regard

in the presence of:

.....

Authorised Officer

.....

Witness

MARK LATA

Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on day of 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed:

Signed:

Name:

Name:

Position:

Position:

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable

Item 16	Milestone Dates	not applicable
Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Attn: Mark Lata Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: RenewalSAAccountsPayable@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

- (h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
 - (a) comply with the description of the Services in Attachment 1;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be provided in accordance with the best practices current in the Supplier's industry;
 - (e) be supplied without infringing any person's Intellectual Property Rights;
 - (f) be performed by the Supplier and/or the Supplier's Personnel; and
 - (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
 - (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
 - (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
 - (e) for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.

17. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

18. DISPUTE RESOLUTION

- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

19. ENDING THIS CONTRACT

- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
 - (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - (d) the Supplier fails to comply with a notice issued under clause 10.2; or
 - (e) the Supplier fails to disclose a conflict of interest;
 - (f) any Other Termination Right occurs; or
 - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in

Attachment 1 ("**Notice Period for Termination for Convenience**").

- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
 - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- 23.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

30. WORK HEALTH & SAFETY

- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.

32. INTERPRETATION

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- (a) Special Conditions (Attachment 4);
 - (b) Standard Terms and Conditions (Attachment 2); and
 - (c) the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars;
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS

- 33.1 The Supplier consents to:
- (a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and

- (b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.
- 33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.
- 33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:
 - (a) a media release or any other information release to the public;
 - (b) a response to a media enquiry; or
 - (c) the publication of an article or other information on a website accessible to the public.

34. RESPECTFUL BEHAVIOURS

- 34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

- 34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:
 - (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

- 34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:
 - (a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.

35. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in *DPC027 Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.

S1.2 The Services must be performed personally by the Named Persons.

S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.

S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant’s business and such cover must continue for three years after the expiry of the Agreement.

S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:

S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.

S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.

S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant’s Intellectual Property Rights as necessary for the purpose of using the reports and other materials.

S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.

S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1

ANNEXURE C

Renewal SA Offer Form

To: Mark Lata

Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen

I/We the undersigned, do hereby offer to perform the above in accordance with the Brief/Specification and the General Conditions of Contract provided. This offer will remain valid for a period of 30 business days from 20 September 2019.

Name of organisation making the offer (Supplier)																															
Address																															
Contact Person																															
Fees/Price	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td><td style="width: 25%; height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr> <td colspan="3">Total Fees/Price GST exclusive</td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="3">GST</td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="3">Total Fees/Price GST inclusive</td> <td style="text-align: center;">\$</td> </tr> </table>																			Total Fees/Price GST exclusive			\$	GST			\$	Total Fees/Price GST inclusive			\$
Total Fees/Price GST exclusive			\$																												
GST			\$																												
Total Fees/Price GST inclusive			\$																												
Insert details of insurance held or proposed to comply with the General Conditions of Contract (or attach Certificates of Currency)																															
Please address the following evaluation criteria: <ul style="list-style-type: none"> Experience with similar projects; Price, including rates; and Technical, managerial, physical and financial capacity and resources. 																															
Signature of Supplier (not required if submitting electronically)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td style="width: 80%;"></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Signature:</td> <td></td> </tr> <tr> <td>Date:</td> <td></td> </tr> </table>			Name:		Title:		Signature:		Date:																					
Name:																															
Title:																															
Signature:																															
Date:																															

From: [John Lindsay](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: Fwd: JTwo Solutions - Request for Offer
Date: Friday, 20 September 2019 11:14:49 AM
Attachments: [569FFE2A-AF55-46F6-A7B0-9F84613817F8.pdf](#)
[JTwo - IT Liability CoFC 2019.pdf](#)
[Economic%20Contribution%20Test%20Summary%20-%20#7596364.pdf](#)
[Lot14 Proposal Sep 2019.pdf](#)
Importance: High

Hi Danielle,

Sorry, I knew there was ONE last thing I needed to add to this email before I sent it and that was you.

Many thanks,

jsl

JOHN LINDSAY, Director at jtwo.solutions
 phone: +61 (0) 403 577 711
 web: jttwo.solutions
 email: john@jttwo.solutions

Begin forwarded message:

From: John Lindsay <john@jttwo.solutions>
Subject: Re: JTwo Solutions - Request for Offer
Date: 20 September 2019 at 10:35:09 am ACST
To: Mark Lata <Mark.Lata@sa.gov.au>

Hi Mark,

Please find attached:

- signed agreement
- certificate of currency of insurance
- economic contribution document
- our formal proposal

Many thanks,

jsl

JOHN LINDSAY, Director at jttwo.solutions
 phone: +61 (0) 403 577 711
 web: jttwo.solutions
 email: john@jttwo.solutions

On 17 Sep 2019, at 11:44 am, Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au> wrote:

Hi John

In order for us to complete your formal engagement can you please read and sign the attached Request for Offer?

Please let me know if you have any questions

Kind Regards

MARK LATA
 Development Director, Lot Fourteen

T 08 8207 0697
M 0408 611 066
F 08 8207 1301

[<image001.png>](#)

[<image002.png>](#)

[<image003.png>](#)[<image004.png>](#)[<image005.png>](#)[<image006.png>](#)[<image007.png>](#)

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

<JTwo Solutions - Request for Offer.pdf>

**RenewalSA****DELIVERING AN
INSPIRING
URBAN FUTURE**

Urban Renewal Authority
trading as **Renewal SA**.
Level 9, Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.enquiries@sa.gov.au
W www.renewalsa.sa.gov.au

John Lindsay
Director
JTwo Solutions
Suite 1, 66 Wyatt Street
Adelaide SA 5000

13 September 2019

Ref. A1378972

Dear John

REQUEST FOR OFFER

**THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT
SUPPORT SERVICES AT LOT FOURTEEN**

The Urban Renewal Authority trading as Renewal SA (**Renewal SA**) is transforming the former Royal Adelaide Hospital site, now known as Lot Fourteen, into a creation and innovation neighbourhood that will create high-value jobs and industries securing the future for generations of South Australians to come and positioning Adelaide as the start-up capital of Australia.

You are invited to submit an offer for the Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen.

Attached as Annexure A is the Specification/Brief (which outlines the requirements for the proposed contract), the General Conditions of Contract (Annexure B) and an Offer Form (Annexure C).

An Economic Contribution Test must also be completed online and submitted with this offer.

To submit an offer, you must complete Annexure C Offer Form and submit it electronically, along with a copy of your completed Economic Contribution Test, to:

Mark.Lata@sa.gov.au and CC: Danielle.Walpole@sa.gov.au

Your offer must be submitted on or before **3pm, Friday 20 September 2019**.



Government
of South Australia

If you submit an offer, you accept the following:

- You are deemed to have examined all information relevant to submitting the offer.
- Renewal SA is not bound to accept your offer and may accept or reject your offer at its discretion.
- You must comply with Renewal SA's Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers.
- You must comply with the requirements of the *Work Health and Safety Act 2012* and *Work Health and Safety Regulations 2012* (SA).
- For low to medium risk standard government procurement contracts, a supplier's liability may be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by Renewal SA.
- For high risk government procurement contracts, Renewal SA will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office and include appropriate clauses dealing with risk and liability based on that risk assessment.
- While Renewal SA understands the need to keep commercial matters confidential in appropriate circumstances, Renewal SA reserves the right to disclose some or all of the contents of your submission and related information to the Australian Competition and Consumer Commission ("ACCC") if Renewal SA reasonably suspects, or is notified by the ACCC that it reasonably suspects, that cartel conduct or unlawful collusion has occurred or exists in connection with the procurement process to which your submission relates, whether or not the suspicion relates to your particular submission and any condition in your submission that purports to prohibit or restrict the Government's right to make such disclosures is not accepted.
- You must meet the following mandatory criteria:
 - Completion of the Economic Contribution Test (<https://industryandskills.sa.gov.au/industry/south-australian-industry-participation-policy>)
- When you are on the Website, there are two templates you can choose from (Economic Contribution Test and Industry Participation Plan), subject to the value of your offer. Please choose the Economic Contribution Test for Metropolitan Adelaide.
- You must submit a copy of your completed Economic Contribution Test with Your offer. Guidelines and templates are also available to assist you to understand the detail and information required to meet Industry Participation Policy requirements.
- Subject to meeting the mandatory criteria set out above, your offer will be assessed against the following evaluation criteria which are in no particular order:
 - Experience with similar projects;
 - Price, including rates; and
 - Technical, managerial, physical and financial capacity and resources.

Your offer must address the above criteria.

- No acceptance of any offer or invitation to negotiate will be effective to constitute a contract or to create any legitimate expectation on the part of the supplier unless a formal written contract is executed by both parties. The form of contract expected to be entered into by the successful supplier is attached as Annexure B. Renewal SA may vary the terms of the contract at any time prior to its execution.
- This offer process does not give rise to or amount to a process contract whether an offer is submitted in response to this Request for Offer or not (a process contract means a contract about the offer process).
- Renewal SA requires that all contracts with suppliers of goods/services/works include a "White Ribbon Campaign" clause that acknowledges Renewal SA's commitment to a policy of zero tolerance to violence against women in the workplace and the broader community and requires the Suppliers' personnel to comply with Renewal SA's instructions, policies, procedures and guidelines regarding acceptable workplace behaviour.

If you require further information please contact myself on 8207 0697 or 0408 611 066.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Mark Lata', with a long horizontal stroke extending to the right.

Mark Lata

Development Director, Lot Fourteen

ANNEXURE A
SPECIFICATION/BRIEF

Telecommunications Advisory and Project Management Support Services at Lot Fourteen

SCOPE OF WORK

Provision of, but not limited to, the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Term of Contract: 2 years

ANNEXURE B

CONTRACT



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on of September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on day of 2019

SIGNED for and on behalf of the
THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN
Project Director, Lot Fourteen (Authorised Officer)
duly authorised in that regard Authorised Officer
in the presence of:

.....
Witness

MARK LATA
Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on

19 day of September 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed:

Name: JOHN LINDSAY

Position: Director

Signed:

Name: JASON ISITT

Position: DIRECTOR

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable

Item 16	Milestone Dates	not applicable
Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Attn: Mark Lata Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: RenewalSAAccountsPayable@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

- (h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
 - (a) comply with the description of the Services in Attachment 1;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be provided in accordance with the best practices current in the Supplier's industry;
 - (e) be supplied without infringing any person's Intellectual Property Rights;
 - (f) be performed by the Supplier and/or the Supplier's Personnel; and
 - (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
 - (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
 - (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention;
 - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
 - (e) for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.

17. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

18. DISPUTE RESOLUTION

- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

19. ENDING THIS CONTRACT

- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
 - (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - (d) the Supplier fails to comply with a notice issued under clause 10.2; or
 - (e) the Supplier fails to disclose a conflict of interest;
 - (f) any Other Termination Right occurs; or
 - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in

Attachment 1 ("**Notice Period for Termination for Convenience**").

- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
 - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- 23.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

30. WORK HEALTH & SAFETY

- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.

32. INTERPRETATION

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- (a) Special Conditions (Attachment 4);
 - (b) Standard Terms and Conditions (Attachment 2); and
 - (c) the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars;
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS

- 33.1 The Supplier consents to:
- (a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and

- (b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.
- 33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.
- 33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:
 - (a) a media release or any other information release to the public;
 - (b) a response to a media enquiry; or
 - (c) the publication of an article or other information on a website accessible to the public.

34. RESPECTFUL BEHAVIOURS

- 34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

- 34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:

- (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

- 34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:

- (a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.

35. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in *DPC027 Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.

S1.2 The Services must be performed personally by the Named Persons.

S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.

S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant’s business and such cover must continue for three years after the expiry of the Agreement.

S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:

S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.

S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.

S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant’s Intellectual Property Rights as necessary for the purpose of using the reports and other materials.

S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.

S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1

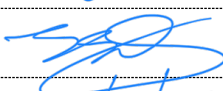
ANNEXURE C

Renewal SA Offer Form

To: Mark Lata

Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen

I/We the undersigned, do hereby offer to perform the above in accordance with the Brief/Specification and the General Conditions of Contract provided. This offer will remain valid for a period of 30 business days from 20 September 2019.

Name of organisation making the offer (Supplier)	jtwo solutions Pty Ltd																				
Address	1/66 WYATT ST ADELAIDE																				
Contact Person	JOHN LINDSAY																				
Fees/Price	<table border="1" style="width: 100%;"> <tr> <td>Hourly fees</td> <td></td> <td>\$190</td> </tr> <tr> <td>Capped at 1,040 hrs</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Fees/Price GST exclusive</td> <td></td> <td>\$</td> </tr> <tr> <td>GST</td> <td></td> <td>\$</td> </tr> <tr> <td>Total Fees/Price GST inclusive</td> <td></td> <td>\$2 17360</td> </tr> </table>			Hourly fees		\$190	Capped at 1,040 hrs						Total Fees/Price GST exclusive		\$	GST		\$	Total Fees/Price GST inclusive		\$2 17360
Hourly fees		\$190																			
Capped at 1,040 hrs																					
Total Fees/Price GST exclusive		\$																			
GST		\$																			
Total Fees/Price GST inclusive		\$2 17360																			
Insert details of insurance held or proposed to comply with the General Conditions of Contract (or attach Certificates of Currency)	See attached																				
Please address the following evaluation criteria: <ul style="list-style-type: none"> • Experience with similar projects; • Price, including rates; and • Technical, managerial, physical and financial capacity and resources. 	Per Proposal.																				
Signature of Supplier (not required if submitting electronically)	Name:	JOHN LINDSAY																			
	Title:	Director																			
	Signature:																				
	Date:	19/2/19																			



Economic Contribution Test - Metropolitan Adelaide

Application ID	7596364	Submitted	19/09/2019
Business Name	jtwo solutions pty ltd		

Project Manager			
Given Name	John	Family Name	Lindsay
Telephone	0403577711	Email	john@jtwo.solutions
Business Name	jtwo solutions pty ltd		
Is the person completing this form the Project Manager			Yes

Tender Information			
Region	Metropolitan Adelaide		
Tender Title	THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES AT LOT FOURTEEN		
Nature of Contract	Services only		
Reference No.		Tender Value	217360
Agency Name	OTHER		
Agency Contact Person	Mark Lata		
Are you an Aboriginal Business?			No
Will you engage an Aboriginal Business in the delivery of this contract?			No

Section A – Services Test	
Hourly rate \$AUD	Percentage of services to be performed by residents of South Australia
209	100

Economic Contribution Test Score out of 15 (auto-generated)	15
---	----

Declaration			
I have read, understand and agree to the above declaration			✓
Given Name	John	Family Name	Lindsay
Position Title	Director		



TK SPECIALTY RISKS PTY LTD
ABN: 21 608 877 783

277 Magill Road
Trinity Gardens
SA 5068 Australia
Ph (08) 8249 7913

Representative No: 001237371
Corporate Authorised Representative
Millennium Underwriting Agencies Pty Ltd – AFSL No: 246721

Certificate of Currency

This certificate confirms that the under mentioned policy is effective in accordance with the details shown:

Name of Insured:	JTWO Solutions Pty Ltd
Class of Insurance:	IT Liability
Policy Period:	From: 17 January 2019 To: 17 March 2020
Limit of Liability:	Professional Indemnity: \$10,000,000 each and every claim and \$20,000,000 in the Aggregate Cyber liability: \$1,000,000 each and every claim and \$10,000,000 in the aggregate Public Liability: \$20,000,000 each and every claim Products Liability: \$20,000,000 each and every claim
Wording:	TECH AUS v2.2
The Underwriters:	Underwritten by certain Underwriters at Lloyd's
Policy Number:	ESH001072468

The above is a brief outline of the Policy only, and coverage is at all times subject to the terms and conditions of the Policy.

Date: 17 January 2019



plan | transition | manage

Telco Consulting Proposal

Consultancy Services

Thursday, 19 September 2019


John Lindsay

john@jtwo.solutions

0403577711

Ground Floor, 66 Wyatt St
Adelaide, SA 5000

POBOX 291
Rundle Mall, SA 5000



Customer RenewalSA
Project Lot Fourteen Consultancy
Status FINAL
Author John Lindsay

Document Information

Contents

Qualifications	3
Services to be provided.....	4
Rate Card.....	5
Commercial information	5

Qualifications

Jtwo Solutions partner John Lindsay is an experienced telecommunications industry executive who has built fibre networks, operated a national broadband service provider network with a million broadband end points including services delivered via NBN, Opticomm, OpenNetworks, Neighbourhood Cable and TransACT.

Since 2015, as Lindsay Strategic Advisory, he has advised RenewalSA and DefenceSA on telecommunications strategy and operations for Tonsley and SABRENet and Department of State Development on GigCity via the Project Steering Committee and directly to DSD and SABRENet during early project planning.

He worked closely with South Australia's Chief Innovator Dr Tom Hajdu during the development of the GigCity concept.

He is a graduate of the Australian Institute of Company Directors and has managed every area of the Internet and Telco industry in well-known organisations including iiNet, Internode and Agile, that enjoyed exponential growth, in several cases from start-up.

He has particularly strong skills in:

- Australian Carrier and ISP Regulatory Affairs including ACMA, ACCC, TIO, CommsAlliance, TCPCode, PCI, Privacy, Data Retention
- Infrastructure deployment including Telecommunications Act, Low Impact Facilities, Land Access Notices, fibre deployment, building and basement access, tower and high site location access
- ISP business strategy and management
- Wholesale carrier relations
- Network capacity commercial negotiations (both buying and selling)
- Submarine cable IRU and wavelength capacity commercials
- International IP network design, construction and operation
- Buying and selling ISP and telecommunications businesses

John is a Director of the Telecommunications Industry Ombudsman, a role which is purely governance not operational and therefore does not create a conflict of interest with consulting for the telecommunications industry.

He was Advisory CTO for TransGrid Telecom, advising the executive and board on strategies to maximise the value of the telecommunications assets during and after their successful \$10.3b sale.

He was formerly CTO of iiNet Ltd from 2011 to 2012 after the successful sale of Internode to them. He was CTO and formerly Regulatory and Corporate Affairs Manager of Internode for many years before the sale.

John is not a lawyer and provides practical advice based on his extensive experience in the telecommunications industry.

Services to be provided

Scope of services includes:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant
- Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure
- arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale
- only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to
- Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

All consulting services will be provided on request as per the attached rate card and charged by the hour.

We suggest an engagement covering the 24 months requested. Further project work can be engaged later if and as required.

I look forward to discussing this proposal with you. Please contact me if you require any further information.

Yours sincerely,



John Lindsay
Director, jtwo solutions Pty Ltd

Rate Card

Our standard government consulting rate is \$190 ex per hour.

This is charged in hourly blocks with a minimum of one hour on site and 15 minutes via phone and email.

Commercial information

jt two solutions Pty Ltd

ACN: [616504566](#)

ABN: [91616504566](#)

Street Address:

Ground Floor, 66 Wyatt St
Adelaide

Postal Address:

PO BOX 291
RUNDLE MALL
SA 5000

Bank:

jt two solutions Pty Ltd
ANZ Hutt St
BSB: 015-056
Account Number: 409179739

Service of notices:

directors@jtwosolutions.com.au

Phone number:

0403577711



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on 27 September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on _____ day of _____ 2019

SIGNED for and on behalf of the

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN

Project Director, Lot Fourteen (Authorised Officer)

duly authorised in that regard

in the presence of:

.....

Authorised Officer

.....

Witness

MARK LATA

Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on day of 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed:

Signed:

Name:

Name:

Position:

Position:

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable
Item 16	Milestone Dates	not applicable

Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: mark.lata@sa.gov.au and cc danielle.walpole@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

<p>(h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.</p>	<p>14. INSURANCE</p>
<p>9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.</p>	<p>14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.</p>
<p>9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.</p>	<p>14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.</p>
<p>9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:</p>	<p>15. LIABILITY LIMIT</p>
<p>(a) comply with the description of the Services in Attachment 1;</p>	<p>15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.</p>
<p>(b) be provided with due care and skill;</p>	<p>16. CONFIDENTIAL INFORMATION</p>
<p>(c) be provided in a timely and efficient manner;</p>	<p>16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.</p>
<p>(d) be provided in accordance with the best practices current in the Supplier's industry;</p>	<p>16.2 A Party may disclose Confidential Information belonging to the other Party:</p>
<p>(e) be supplied without infringing any person's Intellectual Property Rights;</p>	<p>(a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;</p>
<p>(f) be performed by the Supplier and/or the Supplier's Personnel; and</p>	<p>(b) as required by law or a court order;</p>
<p>(g) be supplied in the most cost effective manner consistent with the required level of quality and performance.</p>	<p>(c) in accordance with any Parliamentary or constitutional convention;</p>
<p>10. SUPPLIER'S PERSONNEL</p>	<p>(d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or</p>
<p>10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.</p>	<p>(e) for the purposes of prosecuting or defending proceedings.</p>
<p>10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.</p>	<p>16.3 The Parties may mutually agree to disclose Confidential Information.</p>
<p>10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.</p>	<p>17. SET-OFF</p>
<p>10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.</p>	<p>Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.</p>
<p>11. PRICE AND PAYMENT</p>	<p>18. DISPUTE RESOLUTION</p>
<p>11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.</p>	<p>18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.</p>
<p>11.2 Unless otherwise expressly stated the Price is inclusive of GST.</p>	<p>18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.</p>
<p>11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.</p>	<p>18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.</p>
<p>12. GST</p>	<p>18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.</p>
<p>12.1 Subject to clause 12.2 the Supplier represents that:</p>	<p>19. ENDING THIS CONTRACT</p>
<p>(a) the ABN shown in Attachment 1 is the Supplier's ABN; and</p>	<p>19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:</p>
<p>(b) it is registered under the <i>A New Tax System (Australian Business Number) Act 1999</i> (Cth),</p>	<p>(a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;</p>
<p>12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.</p>	<p>(b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;</p>
<p>13. INTELLECTUAL PROPERTY RIGHTS</p>	<p>(c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;</p>
<p>13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.</p>	<p>(d) the Supplier fails to comply with a notice issued under clause 10.2; or</p>
<p>13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.</p>	<p>(e) the Supplier fails to disclose a conflict of interest;</p>
<p></p>	<p>(f) any Other Termination Right occurs; or</p>
<p></p>	<p>(g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.</p>

19.2	The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 (" Notice Period for Termination for Convenience ").	27.	MODIFICATION No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.
19.3	If the Government Party terminates this Agreement in accordance with clause 19.2:	28.	SEVERANCE
	(a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and	28.1	Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
	(b) the Supplier must comply with all reasonable directions given by the Government Party.	28.2	Severance of any part of this Agreement will not affect any other part of this Agreement.
19.4	The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.	29.	COUNTERPARTS This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.
20.	EFFECT OF ENDING THIS CONTRACT	30.	WORK HEALTH & SAFETY
20.1	Any termination of this Agreement by either Party does not affect any accrued right of either Party.	30.1	The Supplier must comply with the <i>Work Health and Safety Act 2012</i> (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
20.2	Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.	30.2	If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.
21.	SUBCONTRACTING	31.	ACTING ETHICALLY
21.1	With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.		The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the <i>Public Sector Act 2009</i> (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.
21.2	The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.		The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.
22.	CONFLICT OF INTEREST	32.	INTERPRETATION
22.1	The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.	32.1	Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
23.	COMPLIANCE WITH LAWS	32.2	In resolving inconsistencies in this Agreement, the documents have the following order of priority:
23.1	The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.		(a) Special Conditions (Attachment 4);
24.	GOVERNING LAW AND JURISDICTION		(b) Standard Terms and Conditions (Attachment 2); and
24.1	This Agreement is governed by the laws in the State of South Australia.		(c) the other Attachments.
24.2	The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.	32.3	In this Agreement (unless the context requires otherwise):
25.	ENTIRE AGREEMENT		(a) a reference to any legislation includes:
	The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.		(i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
26.	NO ASSIGNMENT		(ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
26.1	The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.		(b) a word in the singular includes the plural and a word in the plural includes the singular;
26.2	Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.		(c) a reference to two or more persons is a reference to those persons jointly and severally;
			(d) a reference to dollars is to Australian dollars;
			(e) a reference to a Party includes that party's administrators, successors and permitted assigns.
		33.	DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS
		33.1	The Supplier consents to:

<p>(a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and</p> <p>(b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.</p> <p>33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.</p> <p>33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:</p> <p>(a) a media release or any other information release to the public;</p> <p>(b) a response to a media enquiry; or</p> <p>(c) the publication of an article or other information on a website accessible to the public.</p>	<p>34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:</p> <p>(a) act in a manner that is non-threatening, courteous and respectful; and</p> <p>(b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.</p> <p>34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:</p> <p>(a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and</p> <p>(b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.</p>
<p>34. RESPECTFUL BEHAVIOURS</p> <p>34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.</p>	<p>35. SPECIAL CONDITIONS</p> <p>The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.</p>

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

- S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.
- S1.2 The Services must be performed personally by the Named Persons.
- S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
 - S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
 - S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
 - S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
 - S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.
 - S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1



RenewalSA

DELIVERING AN
INSPIRING
URBAN FUTURE

Ref: A1310344

27 September 2019

John Lindsay
Director
JTwo Solutions
Suite 1, 66 Wyatt Street
Adelaide SA 5000

Urban Renewal Authority
trading as **Renewal SA**.
Level 9, Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.enquiries@sa.gov.au
W www.renewalsa.sa.gov.au

Dear John,

Thank you for your submission titled "Telco Consulting Proposal", to provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen to the Urban Renewal Authority, trading as Renewal SA (**Renewal SA**) for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Renewal SA has considered your submission and we are pleased to inform you that you are engaged for the proposed services for a period of 2 years, and based on your consulting rate of \$190 ex GST (\$209 inc GST) per hour, with an upper limiting fee of \$197,600 ex GST (\$217,360 inc GST).

Renewal SA's Standard Goods and Services Agreement is enclosed for your perusal and execution. Please execute and return two copies to us at your earliest convenience. Renewal SA will execute the agreement and return a signed copy to you for your records. Please note that work may not commence until the Goods and Services Agreement is executed.

As the successful proponent, Renewal SA would like to take this opportunity to reinforce that it does not accept or tolerate any fraudulent or corrupt activity and we once again draw your attention to our Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers. It is noted that the Goods and Services Agreement makes specific reference to this Policy and a copy of the Policy is enclosed for your reference.

Should you have any queries please contact myself on 8207 0697 or 0408 611 066. Thank you for your submission and we look forward to working with you.

Yours sincerely,

Mark Lata
Development Director, Lot Fourteen

From: [Lata, Mark \(Renewal SA\)](#)
To: [John Lindsay](#)
Cc: [Walpole, Danielle \(Renewal SA\)](#)
Subject: JTwo Successful Letter / Contract
Date: Monday, 30 September 2019 10:19:35 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[Successful Award Letter - Jtwo Solutions.pdf](#)
[Jtwo Solutions - Goods and Services Agreement - Final.pdf](#)
[Fraud and Corruption Prevention, Detection and Response Policy for Suppl....pdf](#)
Importance: High

Hi John,

Attached is a letter to confirm your successful response to our request for offer.

The documents (attached) include:

- Successful Award Letter
- Goods and Services Agreement **can you please sign and return immediately**
- Fraud and Corruption Prevention, Detection and Response Policy For Suppliers

The contract start date is next Tues 1 Oct so I would like to finalise this asap as it needs to be executed immediately.

Thanks,

MARK LATA

Development Director, Lot Fourteen

T 08 8207 0697

M 0408 611 066

F 08 8207 1301



cid:image002.png@01D52778.C0F46AA0



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**



UNCONTROLLED if printed

FRAUD AND CORRUPTION: PREVENTION, DETECTION AND RESPONSE POLICY – FOR SUPPLIERS

DOCUMENT CONTROL

Managed by Division:	Corporate Governance	File number:	POL-PCM020
		Version No:	7
		Status:	Current
Contact position:	Director Office of Chief Executive	Date effective:	12 November 2018
Approved by:	General Manager Corporate Services	Scheduled review date:	12 November 2019

APPROVED 12 / 11 / 2018

Signed:

Print Name:

Damian De Luca

Position:

General Manager Corporate Services

CONTENTS

1.	TITLE.....	3
2.	POLICY STATEMENT	3
3.	PURPOSE	4
4.	SCOPE	4
5.	OBJECTIVES	4
6.	POLICY DETAILS	4
6.1	Reporting of Suspected Fraud, Corruption, Maladministration or Misconduct.....	4
6.2	Gifts, Benefits and Hospitality.....	6
6.3	Prevention and Detection Measures.....	6
7.	ROLES AND RESPONSIBILITIES	7
8.	MONITORING, EVALUATION AND REVIEW	7
9.	DEFINITIONS AND ABBREVIATIONS	7
10.	ASSOCIATED DOCUMENTS AND REFERENCES	10

1. TITLE

Fraud and Corruption: Prevention, Detection and Response Policy – For Suppliers.

2. POLICY STATEMENT

The Urban Renewal Authority trading as Renewal SA (**'Renewal SA'**) is committed to professionalism and ethical behaviour in all its activities and functions. Renewal SA does not accept or tolerate fraud, corruption, other criminal conduct, maladministration or misconduct.

All Suppliers as Public Officers need to be aware of their obligations under the ICAC Act and the ICAC Directions and Guidelines.

For the purposes of this Policy and the *Independent Commissioner Against Corruption Act 2012*, a Public Officer includes all Renewal SA Suppliers.

Renewal SA will take reasonable steps to prevent and detect fraud, corruption, other criminal conduct, maladministration and misconduct through:

- developing and implementing this policy;
- proactively seeking to identify potential areas of fraud risk;
- maintaining adequate internal controls (and treating fraud risk areas);
- monitoring the effectiveness of controls and identifying and implementing improvements; and
- developing and implementing fraud and corruption prevention/detection strategies.

This Policy has been developed in accordance with the principles outlined in the:

- South Australian Public Sector Fraud and Corruption Control Policy (**'SA Fraud Policy'**);
- *Independent Commissioner Against Corruption Act 2012* (**'ICAC Act'**);
- Independent Commissioner Against Corruption Directions and Guidelines (**'ICAC Guidelines'**);
- Treasurer's Instruction 2: Financial Management (**'TI 2'**);
- Fraud and Corruption Control Standard (AS 8001:2008) (**'Fraud Standard'**);
- *Public Sector Act 2009* (**'PS Act'**); and
- Code of Ethics for the South Australian Public Sector (**'Code of Ethics'**).

This Policy reflects Renewal SA's commitment to the prevention and management of fraud, corruption and other criminal conduct, misconduct and maladministration, and the promotion of ethical and honest behaviour in the workplace and creation and maintenance of an appropriate workplace culture.

Renewal SA will not tolerate fraud, corruption and other criminal conduct, misconduct and maladministration and will investigate or otherwise address any suspected, alleged or proven instances of such conduct.

3. PURPOSE

This Policy provides awareness, guidance and instruction to Suppliers regarding the prevention, detection and response (including reporting) of fraud, corruption, other criminal conduct, maladministration and misconduct.

4. SCOPE

This Policy applies to all Suppliers of Renewal SA.

5. OBJECTIVES

The key objectives of this Policy in relation to fraud, corruption, maladministration and misconduct:

- provide awareness and understanding of Renewal SA's position;
- prevent Renewal SA suffering loss;
- establish prevention strategies;
- provide instruction and guidance on reporting, investigation and resolution;
- minimise loss to Renewal SA; and
- facilitate compliance by Renewal SA with relevant legislative obligations.

6. POLICY DETAILS

6.1 Reporting of Suspected Fraud, Corruption, Maladministration or Misconduct

All Suppliers as Public Officers need to be aware of their obligations under the ICAC Act and the ICAC Directions and Guidelines. In summary, Public Officers must report to the OPI any matter they reasonably suspect involves:

- corruption in public administration unless the employee is aware that it has already been reported to OPI;
- serious or systemic misconduct in public administration unless the employee is aware that it has been reported to an inquiry agency (as defined in the ICAC Act) or the OPI; and
- serious or systemic maladministration in public administration unless the employee is aware that it has been reported to an inquiry agency or the OPI.

The ICAC Directions and Guidelines published in relation to the ICAC Act will assist Public Officers to understand their obligations pursuant to the ICAC Act.

A 'reasonable suspicion' is defined in the ICAC Guidelines as requiring a factual basis, and whether a suspicion is reasonable will depend on the surrounding circumstances. It is not

necessary for a Public Officer to ‘believe’ that conduct amounts to corruption, misconduct or maladministration, only that there is a reasonable suspicion based on a proper consideration of the available facts.

Public Officers are required to report to OPI matters of misconduct or maladministration that are ‘serious or systemic’. What constitutes serious or systemic misconduct or maladministration is a matter of judgment. However relevant factors to consider in determining whether the matter is serious or systemic may include:

- the nature and circumstances of the allegations (including the number of allegations, the degree of organisation and planning – i.e. steps taken to cover up conduct);
- the status of the person(s) involved;
- the harm (or potential harm) to an individual or government resulting from the matter, including physical, financial or other harm; and
- whether the matter is widespread, involves more than one agency and/or occurs on a frequent basis.

A matter may be considered **serious** if it:

- involves a senior Public Officer;
- involves alleged misconduct or maladministration that has resulted in a substantial loss or damage to assets;
- involves allegations that would, if proved, bring an agency or the Crown into disrepute; or
- is otherwise of particular prominence or importance.

A matter may be considered **systemic** if it:

- causes widespread disruption to services or programs;
- affects a number of persons;
- is spread throughout the agency or authority or is otherwise accepted or condoned; or
- involves a large sum of money.

The ICAC Guidelines set out the information that a report to OPI must include. The report can be made on the ICAC website, by phone, email or in person, and can be made anonymously – see ICAC website for further detail (www.icac.sa.gov.au).

Section 54 of the ICAC Act imposes strict requirements in respect of matters that are the subject of a complaint, report, assessment, investigation, referral or evaluation under the ICAC Act. A person must not, directly or indirectly, disclose information in relation to or connected with a matter that forms or is the subject of a complaint, report, assessment, investigation, referral or evaluation under the ICAC Act. Breach of this carries with it a maximum penalty of \$2 500 or imprisonment for 6 months. It is recommended that all suppliers are aware of these requirements.

Section 56 of the ICAC Act makes it a criminal offence to publish certain information and evidence in respect of a matter covered by the ICAC Act except as authorised.

ICAC offers educational /awareness training sessions for suppliers and contractors if required/desired. Please see ICAC website for information on sessions available

6.2 Gifts, Benefits and Hospitality

Renewal SA has a *Gifts, Benefits and Hospitality Policy* which outlines its position in relation to Renewal SA staff receiving gifts, benefits and hospitality from third parties, such as suppliers.

The policy states that Renewal SA staff and their associates **cannot** accept gifts and benefits from third parties in connection with their employment at Renewal SA.

It is unacceptable for Renewal SA staff (as public officers) to accept gifts or benefits as it may give the appearance of a past, present or future conflict of interest with public duty.

Hospitality can only be accommodated under limited circumstances and must directly relate to opportunities to promote Renewal SA's business objectives.

6.3 Prevention and Detection Measures

Renewal SA recognises that despite preventative actions and controls, acts of fraud, corruption, other criminal conduct, maladministration and misconduct may still occur. Accordingly Renewal SA has adopted a program aimed at preventing, detecting and responding appropriately to such acts. The key elements of this program include:

- monitoring and reviewing performance against contracts, service level agreements or equivalent, to ensure services are being provided, and income is received, in accordance with agreed arrangements;
- conducting all procurements in an ethical manner and in accordance with relevant policies and guidelines;
- making payments in accordance with agreed arrangements; and
- segregation of duties as appropriate.

Examples of the types of conduct that may constitute fraud, corruption, misconduct or maladministration in public administration include, but are not limited to:

- theft (i.e. of plant and equipment, inventory, funds, cash and/or intellectual property or other confidential information);
- release of confidential information for other than a proper business purpose;
- manipulation of Renewal SA records;
- providing false or misleading information, or failing to provide information where there is an obligation to do so;
- making, using or possessing forged or falsified documents; and
- unlawful use of Renewal SA's computers, vehicles, telephones and other property or services; and
- manipulation of Renewal SA's procurement framework (by favouring one tenderer over others, or selectively providing information to some tenderers).

7. ROLES AND RESPONSIBILITIES

Party / Parties	Roles and responsibilities
Suppliers	<p>Have a responsibility to:</p> <ul style="list-style-type: none"> act honestly and in an ethical manner at all times; make a report to OPI if they reasonably suspect corruption or serious/systemic misconduct or maladministration; comply with this Policy and associated laws and regulations, including not condoning, or failing to take appropriate action in relation to, suspected fraudulent, corrupt or improper conduct within Renewal SA; deal with all reports of fraud, corruption or improper conduct in a professional and prompt manner in accordance with this Policy; not knowingly make a false or misleading report; not act in a retaliatory, discriminatory or otherwise adverse manner in regard to a person, on account of that person making a genuine report or providing assistance in a relevant inquiry; and not hinder or impede an investigation, and give every courtesy and assistance to any person authorised by management to conduct an investigation pursuant to this Policy.

8. MONITORING, EVALUATION AND REVIEW

The Audit and Risk Committee and Corporate Governance Unit will provide oversight of Renewal SA's fraud and corruption processes.

Treasurer's Instruction 2 'Financial Management' requires that the Chief Executive establish and review on at least an annual basis Renewal SA's fraud policies.

9. DEFINITIONS AND ABBREVIATIONS

Term	Meaning
Audit and Risk Committee	An internal Renewal SA Committee established by the Board of Management.
Corruption	<p>Corruption (in public administration) is defined in section 5(1) of the ICAC Act and for the purposes of this Policy as follows:</p> <p>5. (1) <i>Corruption in public administration means conduct that constitutes—</i></p> <p>(a) <i>an offence against Part 7 Division 4 (Offences relating to public officers) of the Criminal Law Consolidation Act 1935, which includes the following offences:</i></p>

Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers

Term	Meaning
	<p>(i) bribery or corruption of public officers;</p> <p>(ii) threats or reprisals against public officers;</p> <p>(iii) abuse of public office;</p> <p>(iv) demanding or requiring benefit on basis of public office;</p> <p>(v) offences relating to appointment to public office; or</p> <p>(b) an offence against the Public Sector (Honesty and Accountability) Act 1995 or the Public Corporations Act 1993, or an attempt to commit such an offence; or</p> <p>(c) any other offence (including an offence against Part 5 (Offences of dishonesty) of the Criminal Law Consolidation Act 1935) committed by a public officer while acting in his or her capacity as a public officer or by a former public officer and related to his or her former capacity as a public officer, or by a person before becoming a public officer and related to his or her capacity as a public officer, or an attempt to commit such an offence; Or</p> <p>(d) any of the following in relation to an offence referred to in a preceding paragraph:</p> <p>(i) aiding, abetting, counselling or procuring the commission of the offence;</p> <p>(ii) inducing, whether by threats or promises or otherwise, the commission of the offence;</p> <p>(iii) being in any way, directly or indirectly, knowingly concerned in, or party to, the commission of the offence;</p> <p>(iv) conspiring with others to effect the commission of the offence.</p>
Fraud	<p>For the purpose of this Policy, Renewal SA has adopted the definition of fraud from the SA Fraud Policy which is defined as:</p> <p><i>“a dishonest activity causing actual or potential financial loss to any person or entity including the theft of moneys or other property by employees or persons external to the entity (this includes the deliberate falsification, concealment, destruction or use of falsified documents used or intended for normal business purposes and the improper use of information or position/status for personal financial benefit).”</i></p> <p>Fraud requires knowledge or intention to deceive or deprive, or reckless negligence. Fraud includes bribery and abuse of office and can be seen as a major subset of corruption. Fraud can be perpetrated by staff and by persons external to Renewal SA such as contractor or suppliers, or a combination of both. It can involve financial or non-financial incidents that have an impact on operations and the reputation of Renewal SA.</p> <p>Under the <i>Criminal Law Consolidation Act 1935</i>, fraud is a criminal offence which may lead to a prison sentence. An incident of fraud may also fall within the definition of corruption in the ICAC Act (see below).</p>
ICAC	<p>Independent Commissioner Against Corruption.</p> <p>The Independent Commissioner Against Corruption has been established to identify and investigate corruption, misconduct and maladministration in public administration;</p>

Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers

Term	Meaning
ICAC Act	<p><i>Independent Commissioner Against Corruption Act 2012</i></p> <p>The ICAC Act establishes the Independent Commissioner Against Corruption and OPI.</p>
ICAC Directions and Guidelines	<p>Means Independent Commissioner Against Corruption Directions and Guidelines – issued pursuant to section 20 of the ICAC Act and govern reporting obligations of public authorities and Public Officers to OPI.</p>
Maladministration	<p>Maladministration in public administration is defined in section 5(4) of the ICAC Act and for the purposes of this Policy as follows:</p> <p>5(4) <i>Maladministration in public administration—</i></p> <p>(a) <i>means –</i></p> <p>(i) <i>conduct of a public officer, or a practice, policy or procedure of a public authority, that results in an irregular and unauthorised use of public money or substantial mismanagement of public resources; or</i></p> <p>(ii) <i>conduct of a public officer involving substantial mismanagement in or in relation to the performance of official functions; and</i></p> <p>(b) <i>includes conduct resulting from impropriety, incompetence or negligence; and</i></p> <p>(c) <i>is to be assessed having regard to relevant statutory provisions and administrative instructions and directions.</i></p> <p>5(5) <i>Without limiting or extending the conduct that may comprise corruption, misconduct or maladministration in public administration, this Act applies to conduct that—</i></p> <p>(a) <i>occurred before the commencement of this Act; or</i></p> <p>(b) <i>occurs outside this State; or</i></p> <p>(c) <i>comprises a failure to act; or</i></p> <p>(d) <i>is conduct of a person who was a public officer at the time of its occurrence but who has since ceased to be a public officer; or</i></p> <p>(e) <i>is conduct of a person who was not a public officer at the time of its occurrence but who has since become a public officer.</i></p>
Misconduct	<p>Public Sector Act Definition:</p> <p>Misconduct is defined under the <i>Public Sector Act 2009</i> as follows:</p> <p><i>Misconduct means –</i></p> <p>(a) <i>a breach of a disciplinary provision of a public sector code of conduct while in employment as a public sector employee; or</i></p> <p>(b) <i>other misconduct while in employment as a public sector employee.</i></p> <p><i>The term includes making a false statement in connection with an application for engagement as a public sector employee and being convicted, while in employment as a public sector employee, of an offence punishable by imprisonment.</i></p> <p>ICAC Act Definition:</p> <p>Misconduct in public administration is defined in section 5(3) of the ICAC Act as follows:</p> <p><i>Misconduct in public administration –</i></p> <p>(a) <i>contravention of a code of conduct by a public officer while acting in his or her capacity as a public officer that constitutes a ground for disciplinary action against the officer; or</i></p>

Term	Meaning
	(b) <i>other misconduct of a public officer while acting in his or her capacity as a public officer.</i>
OPI (Office for Public Integrity)	The Office for Public Integrity receives complaints and reports about corruption, misconduct and maladministration in public administration, and assesses those matters.
Public Officer	As defined under the ICAC Act and ICAC Directions and Guidelines, a Public Officer includes all Suppliers.
Suppliers	Are third party contractors and/or consultants engaged by Renewal SA or its Board of Management to provide services or works to Renewal SA.

10. ASSOCIATED DOCUMENTS AND REFERENCES

Criminal Law Consolidation Act 1935

Fraud and Corruption: Prevention, Detection and Response Policy – For Staff

Independent Commissioner Against Corruption Act 2012

Independent Commissioner Against Corruption – Directions and Guidelines (available from the ICAC website).

South Australian Public Sector Fraud and Corruption Control Policy

Treasurer's Instruction 2 – Financial Management

Treasurer's Instruction 28 – Financial Management Compliance Program

Whistleblowers Protection Act 1993



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on 27 September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on _____ day of _____ 2019

SIGNED for and on behalf of the
THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN
Project Director, Lot Fourteen (Authorised Officer)
duly authorised in that regard
in the presence of:

.....
Authorised Officer

Witness

MARK LATA
Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on day of 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed: **Signed:**

Name: Name:

Position:

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable
Item 16	Milestone Dates	not applicable

Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: mark.lata@sa.gov.au and cc danielle.walpole@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

<p>(h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.</p>	<p>14. INSURANCE</p>
<p>9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.</p>	<p>14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.</p>
<p>9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.</p>	<p>14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.</p>
<p>9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:</p>	<p>15. LIABILITY LIMIT</p>
<p>(a) comply with the description of the Services in Attachment 1;</p>	<p>15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.</p>
<p>(b) be provided with due care and skill;</p>	<p>16. CONFIDENTIAL INFORMATION</p>
<p>(c) be provided in a timely and efficient manner;</p>	<p>16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.</p>
<p>(d) be provided in accordance with the best practices current in the Supplier's industry;</p>	<p>16.2 A Party may disclose Confidential Information belonging to the other Party:</p>
<p>(e) be supplied without infringing any person's Intellectual Property Rights;</p>	<p>(a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;</p>
<p>(f) be performed by the Supplier and/or the Supplier's Personnel; and</p>	<p>(b) as required by law or a court order;</p>
<p>(g) be supplied in the most cost effective manner consistent with the required level of quality and performance.</p>	<p>(c) in accordance with any Parliamentary or constitutional convention;</p>
<p>10. SUPPLIER'S PERSONNEL</p>	<p>(d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or</p>
<p>10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.</p>	<p>(e) for the purposes of prosecuting or defending proceedings.</p>
<p>10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.</p>	<p>16.3 The Parties may mutually agree to disclose Confidential Information.</p>
<p>10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.</p>	<p>17. SET-OFF</p>
<p>10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.</p>	<p>Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.</p>
<p>11. PRICE AND PAYMENT</p>	<p>18. DISPUTE RESOLUTION</p>
<p>11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.</p>	<p>18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.</p>
<p>11.2 Unless otherwise expressly stated the Price is inclusive of GST.</p>	<p>18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.</p>
<p>11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.</p>	<p>18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.</p>
<p>12. GST</p>	<p>18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.</p>
<p>12.1 Subject to clause 12.2 the Supplier represents that:</p>	<p>19. ENDING THIS CONTRACT</p>
<p>(a) the ABN shown in Attachment 1 is the Supplier's ABN; and</p>	<p>19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:</p>
<p>(b) it is registered under the <i>A New Tax System (Australian Business Number) Act 1999</i> (Cth),</p>	<p>(a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;</p>
<p>12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.</p>	<p>(b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;</p>
<p>13. INTELLECTUAL PROPERTY RIGHTS</p>	<p>(c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;</p>
<p>13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.</p>	<p>(d) the Supplier fails to comply with a notice issued under clause 10.2; or</p>
<p>13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.</p>	<p>(e) the Supplier fails to disclose a conflict of interest;</p>
	<p>(f) any Other Termination Right occurs; or</p>
	<p>(g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.</p>

19.2	The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 (" Notice Period for Termination for Convenience ").	27.	MODIFICATION No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.
19.3	If the Government Party terminates this Agreement in accordance with clause 19.2:	28.	SEVERANCE
	(a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and	28.1	Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
	(b) the Supplier must comply with all reasonable directions given by the Government Party.	28.2	Severance of any part of this Agreement will not affect any other part of this Agreement.
19.4	The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.	29.	COUNTERPARTS This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.
20.	EFFECT OF ENDING THIS CONTRACT	30.	WORK HEALTH & SAFETY
20.1	Any termination of this Agreement by either Party does not affect any accrued right of either Party.	30.1	The Supplier must comply with the <i>Work Health and Safety Act 2012</i> (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
20.2	Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.	30.2	If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.
21.	SUBCONTRACTING	31.	ACTING ETHICALLY
21.1	With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.		The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the <i>Public Sector Act 2009</i> (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.
21.2	The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.		The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.
22.	CONFLICT OF INTEREST	32.	INTERPRETATION
22.1	The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.	32.1	Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
23.	COMPLIANCE WITH LAWS	32.2	In resolving inconsistencies in this Agreement, the documents have the following order of priority:
23.1	The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.		(a) Special Conditions (Attachment 4);
24.	GOVERNING LAW AND JURISDICTION		(b) Standard Terms and Conditions (Attachment 2); and
24.1	This Agreement is governed by the laws in the State of South Australia.		(c) the other Attachments.
24.2	The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.	32.3	In this Agreement (unless the context requires otherwise):
25.	ENTIRE AGREEMENT		(a) a reference to any legislation includes:
	The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.		(i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
26.	NO ASSIGNMENT		(ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
26.1	The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.		(b) a word in the singular includes the plural and a word in the plural includes the singular;
26.2	Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.		(c) a reference to two or more persons is a reference to those persons jointly and severally;
			(d) a reference to dollars is to Australian dollars;
			(e) a reference to a Party includes that party's administrators, successors and permitted assigns.
		33.	DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS
		33.1	The Supplier consents to:

	<ul style="list-style-type: none"> (a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and (b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1. 	34.2	<p>The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:</p> <ul style="list-style-type: none"> (a) act in a manner that is non-threatening, courteous and respectful; and (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.
33.2	The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.	34.3	<p>If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:</p> <ul style="list-style-type: none"> (a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and (b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.
33.3	<p>For the purposes of this clause a public announcement includes, without limitation, any one of the following:</p> <ul style="list-style-type: none"> (a) a media release or any other information release to the public; (b) a response to a media enquiry; or (c) the publication of an article or other information on a website accessible to the public. 		
34.	RESPECTFUL BEHAVIOURS	35.	SPECIAL CONDITIONS
34.1	The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.		<p>The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.</p>

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

- S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.
- S1.2 The Services must be performed personally by the Named Persons.
- S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant’s business and such cover must continue for three years after the expiry of the Agreement.
- S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
 - S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
 - S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
 - S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant’s Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
 - S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.
 - S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1



RenewalSA

DELIVERING AN
INSPIRING
URBAN FUTURE

Ref: A1310344

27 September 2019

John Lindsay
Director
JTwo Solutions
Suite 1, 66 Wyatt Street
Adelaide SA 5000

Urban Renewal Authority
trading as **Renewal SA**.
Level 9, Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.enquiries@sa.gov.au
W www.renewalsa.sa.gov.au

Dear John,

Thank you for your submission titled "Telco Consulting Proposal", to provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen to the Urban Renewal Authority, trading as Renewal SA (**Renewal SA**) for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Renewal SA has considered your submission and we are pleased to inform you that you are engaged for the proposed services for a period of 2 years, and based on your consulting rate of \$190 ex GST (\$209 inc GST) per hour, with an upper limiting fee of \$197,600 ex GST (\$217,360 inc GST).

Renewal SA's Standard Goods and Services Agreement is enclosed for your perusal and execution. Please execute and return two copies to us at your earliest convenience. Renewal SA will execute the agreement and return a signed copy to you for your records. Please note that work may not commence until the Goods and Services Agreement is executed.

As the successful proponent, Renewal SA would like to take this opportunity to reinforce that it does not accept or tolerate any fraudulent or corrupt activity and we once again draw your attention to our Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers. It is noted that the Goods and Services Agreement makes specific reference to this Policy and a copy of the Policy is enclosed for your reference.

Should you have any queries please contact myself on 8207 0697 or 0408 611 066. Thank you for your submission and we look forward to working with you.

Yours sincerely,

Mark Lata
Development Director, Lot Fourteen

From: [John Lindsay](#)
To: [Lata, Mark \(Renewal SA\)](#)
Cc: [Walpole, Danielle \(Renewal SA\)](#)
Subject: Re: JTwo Successful Letter / Contract
Date: Tuesday, 1 October 2019 4:10:50 PM
Attachments: [Jtwo Solutions - Goods and Services Agreement - Final.pdf](#)
Importance: High

Hi Mark and Danielle,

Please find attached the Goods and Services Agreement signed.

Cheers,

jsl

JOHN LINDSAY, Director at jtwo.solutions
 phone: +61 (0) 403 577 711
 web: jttwo.solutions
 email: john@jttwo.solutions

On 30 Sep 2019, at 10:19 am, Lata, Mark (Renewal SA) <Mark.Lata@sa.gov.au> wrote:

Hi John,

Attached is a letter to confirm your successful response to our request for offer.

The documents (attached) include:

- Successful Award Letter
- Goods and Services Agreement **can you please sign and return immediately**
- Fraud and Corruption Prevention, Detection and Response Policy For Suppliers

The contract start date is next Tues 1 Oct so I would like to finalise this asap as it needs to be executed immediately.

Thanks,

MARK LATA
 Development Director, Lot Fourteen

T 08 8207 0697
M 0408 611 066
F 08 8207 1301

[<image001.png>](#)

[<image002.png>](#)

[<image003.png>](#)[<image004.png>](#)[<image005.png>](#)[<image006.png>](#)[<image007.png>](#)

This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

<Successful Award Letter - jttwo Solutions.pdf><Jtwo Solutions - Goods and Services Agreement - Final.pdf><Fraud and Corruption Prevention, Detection and Response Policy for Suppl....pdf>



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on 27 September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED BY THE GOVERNMENT PARTY on _____ day of _____ 2019


by DANIEL REDDEN
Project Director, Lot Fourteen (Authorised Officer)
duly authorised in that regard
in the presence of:

.....
Authorised Officer

MARK LATA
Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on 30 day of September 2019

This Agreement is executed by
Jtwo Solutions (ABN 91 616 504 566)
in accordance with
Section 127 of the Corporations Act 2001
by two of its Directors or by one of its
Directors and the Company Secretary

Signed: 
Name: JOHN LINDSAY
Position: Director

Signed: _____
Name: JASON LITT
Position: DIRECTOR

Ref: A1310336

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable
Item 16	Milestone Dates	not applicable

Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: mark.lata@sa.gov.au and cc danielle.walpole@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

<p>(h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.</p>	<p>14. INSURANCE</p>
<p>9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.</p>	<p>14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.</p>
<p>9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.</p>	<p>14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.</p>
<p>9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:</p>	<p>15. LIABILITY LIMIT</p>
<p>(a) comply with the description of the Services in Attachment 1;</p>	<p>15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.</p>
<p>(b) be provided with due care and skill;</p>	<p>16. CONFIDENTIAL INFORMATION</p>
<p>(c) be provided in a timely and efficient manner;</p>	<p>16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.</p>
<p>(d) be provided in accordance with the best practices current in the Supplier's industry;</p>	<p>16.2 A Party may disclose Confidential Information belonging to the other Party:</p>
<p>(e) be supplied without infringing any person's Intellectual Property Rights;</p>	<p>(a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;</p>
<p>(f) be performed by the Supplier and/or the Supplier's Personnel; and</p>	<p>(b) as required by law or a court order;</p>
<p>(g) be supplied in the most cost effective manner consistent with the required level of quality and performance.</p>	<p>(c) in accordance with any Parliamentary or constitutional convention;</p>
<p>10. SUPPLIER'S PERSONNEL</p>	<p>(d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or</p>
<p>10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.</p>	<p>(e) for the purposes of prosecuting or defending proceedings.</p>
<p>10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.</p>	<p>16.3 The Parties may mutually agree to disclose Confidential Information.</p>
<p>10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.</p>	<p>17. SET-OFF</p>
<p>10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.</p>	<p>Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.</p>
<p>11. PRICE AND PAYMENT</p>	<p>18. DISPUTE RESOLUTION</p>
<p>11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.</p>	<p>18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.</p>
<p>11.2 Unless otherwise expressly stated the Price is inclusive of GST.</p>	<p>18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.</p>
<p>11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.</p>	<p>18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.</p>
<p>12. GST</p>	<p>18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.</p>
<p>12.1 Subject to clause 12.2 the Supplier represents that:</p>	<p>19. ENDING THIS CONTRACT</p>
<p>(a) the ABN shown in Attachment 1 is the Supplier's ABN; and</p>	<p>19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:</p>
<p>(b) it is registered under the <i>A New Tax System (Australian Business Number) Act 1999</i> (Cth),</p>	<p>(a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;</p>
<p>12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.</p>	<p>(b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;</p>
<p>13. INTELLECTUAL PROPERTY RIGHTS</p>	<p>(c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;</p>
<p>13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.</p>	<p>(d) the Supplier fails to comply with a notice issued under clause 10.2; or</p>
<p>13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.</p>	<p>(e) the Supplier fails to disclose a conflict of interest;</p>
	<p>(f) any Other Termination Right occurs; or</p>
	<p>(g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.</p>

19.2	The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 (" Notice Period for Termination for Convenience ").	27.	MODIFICATION No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.
19.3	If the Government Party terminates this Agreement in accordance with clause 19.2:	28.	SEVERANCE
	(a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and	28.1	Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
	(b) the Supplier must comply with all reasonable directions given by the Government Party.	28.2	Severance of any part of this Agreement will not affect any other part of this Agreement.
19.4	The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.	29.	COUNTERPARTS This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.
20.	EFFECT OF ENDING THIS CONTRACT	30.	WORK HEALTH & SAFETY
20.1	Any termination of this Agreement by either Party does not affect any accrued right of either Party.	30.1	The Supplier must comply with the <i>Work Health and Safety Act 2012</i> (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
20.2	Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.	30.2	If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.
21.	SUBCONTRACTING	31.	ACTING ETHICALLY
21.1	With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.		The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the <i>Public Sector Act 2009</i> (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.
21.2	The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.		The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.
22.	CONFLICT OF INTEREST	32.	INTERPRETATION
22.1	The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.	32.1	Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
23.	COMPLIANCE WITH LAWS	32.2	In resolving inconsistencies in this Agreement, the documents have the following order of priority:
23.1	The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.		(a) Special Conditions (Attachment 4);
24.	GOVERNING LAW AND JURISDICTION		(b) Standard Terms and Conditions (Attachment 2); and
24.1	This Agreement is governed by the laws in the State of South Australia.		(c) the other Attachments.
24.2	The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.	32.3	In this Agreement (unless the context requires otherwise):
25.	ENTIRE AGREEMENT		(a) a reference to any legislation includes:
	The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.		(i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
26.	NO ASSIGNMENT		(ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
26.1	The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.		(b) a word in the singular includes the plural and a word in the plural includes the singular;
26.2	Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.		(c) a reference to two or more persons is a reference to those persons jointly and severally;
			(d) a reference to dollars is to Australian dollars;
			(e) a reference to a Party includes that party's administrators, successors and permitted assigns.
		33.	DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS
		33.1	The Supplier consents to:

<p>(a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and</p> <p>(b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.</p> <p>33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.</p> <p>33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:</p> <p>(a) a media release or any other information release to the public;</p> <p>(b) a response to a media enquiry; or</p> <p>(c) the publication of an article or other information on a website accessible to the public.</p>	<p>34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:</p> <p>(a) act in a manner that is non-threatening, courteous and respectful; and</p> <p>(b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.</p> <p>34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:</p> <p>(a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and</p> <p>(b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.</p>
<p>34. RESPECTFUL BEHAVIOURS</p> <p>34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.</p>	<p>35. SPECIAL CONDITIONS</p> <p>The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.</p>

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

- S1.1 All references to “the Supplier” are replaced by “Consultant” and all references to “Price” are replaced by “Fees” in the Agreement.
- S1.2 The Services must be performed personally by the Named Persons.
- S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant’s business and such cover must continue for three years after the expiry of the Agreement.
- S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
 - S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
 - S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
 - S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant’s Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
 - S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.
 - S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1



STANDARD GOODS AND SERVICES AGREEMENT

TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES JTWO SOLUTIONS

AGREEMENT made on 27 September 2019

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

EXECUTED BY THE GOVERNMENT PARTY on

2nd

day of

October

2019

SIGNED for and on behalf of the

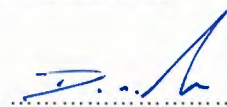
THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1

by DANIEL REDDEN

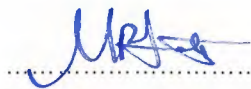
Project Director, Lot Fourteen (Authorised Officer)

duly authorised in that regard

in the presence of:



Authorised Officer



Witness

MARK LATA

Development Director, Lot Fourteen (Witness)

EXECUTED BY THE SUPPLIER on

30

day of

September

2019

This Agreement is executed by

Jtwo Solutions (ABN 91 616 504 566)

in accordance with

Section 127 of the Corporations Act 2001

by two of its Directors or by one of its

Directors and the Company Secretary

Signed: 

Name: JOHN LINDSAY

Position: Director

Signed: 

Name: JASON WITT

Position: DIRECTOR

and if only one person has signed, that person states that he/she is the sole Director and sole Secretary of the Company.

Attachment 1 - Agreement Details

Item 1	Government Party	URBAN RENEWAL AUTHORITY trading as Renewal SA <u>ABN 86 832 349 553</u> Level 9 West, Riverside Centre, North Terrace, Adelaide SA 5000
Item 2	Supplier	Jtwo Solutions Pty Ltd <u>ABN 91 616 504 566</u> Suite 1, 66 Wyatt Street, Adelaide SA 5000
Item 3	Commencement Date	1 October 2019
Item 4	Expiry Date	30 September 2021
Item 5	Extension Period	not applicable
Item 6	Supplier's ABN	ABN: 91 616 504 566 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Mark Lata, Development Director Lot Fourteen Supplier: John Lindsay, Director, JTwo Solutions
Item 8	Named Persons	John Lindsay, Director
Item 9	Details of Goods	not applicable
Item 10	Delivery Date	not applicable
	Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	Telecommunications Advisory and Project Management Support Services at Lot Fourteen <i>(detailed description in Attachment 5)</i>
Item 14	Delivery Date	1 October 2019 – 30 September 2021
	Delivery Point	Lot Fourteen, North Terrace, Adelaide
Item 15	Reports and Manuals	not applicable
Item 16	Milestone Dates	not applicable

Item 17	Price and Payment (including address for invoices)	<p>Price: \$209 per hour (GST inc), capped at 1,040 hours (approx. 10 hours per week), not exceeding \$217,360 (GST inc)</p> <p>Manner of Payment: monthly invoice based on time spent, itemising work delivered, hours of work, personnel</p> <p>Invoice to:</p> <p>Renewal SA GPO Box 698 Adelaide SA 5001</p> <p>Please email invoice to: mark.lata@sa.gov.au and cc danielle.walpole@sa.gov.au</p>
Item 18	Insurances	
	Public Liability Insurance	Not less than \$10,000,000
	Professional Indemnity Insurance	Not less than \$5,000,000
Item 19	Liability Limit	1 x the aggregated value of the contract (inc. GST).
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);

- (h) are fit for their intended purpose; and are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- comply with the description of the Services in Attachment 1;
 - be provided with due care and skill;
 - be provided in a timely and efficient manner;
 - be provided in accordance with the best practices current in the Supplier's industry;
 - be supplied without infringing any person's Intellectual Property Rights;
 - be performed by the Supplier and/or the Supplier's Personnel; and
 - be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 10. SUPPLIER'S PERSONNEL**
- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.
- 11. PRICE AND PAYMENT**
- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.
- 12. GST**
- 12.1 Subject to clause 12.2 the Supplier represents that:
- the ABN shown in Attachment 1 is the Supplier's ABN; and
 - it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 14. INSURANCE**
- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.
- 15. LIABILITY LIMIT**
- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 16. CONFIDENTIAL INFORMATION**
- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
- to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - as required by law or a court order;
 - in accordance with any Parliamentary or constitutional convention;
 - to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
 - for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.
- 17. SET-OFF**
- Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.
- 18. DISPUTE RESOLUTION**
- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 19. ENDING THIS CONTRACT**
- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - the Supplier fails to comply with a notice issued under clause 10.2; or
 - the Supplier fails to disclose a conflict of interest;
 - any Other Termination Right occurs; or
 - the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").
- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
 - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- 23.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

30. WORK HEALTH & SAFETY

30.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.

30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

The Supplier undertakes to comply with the Government Party's Fraud and Anti-Corruption Policy for Suppliers, a copy of which the Supplier acknowledges it has received prior to entering into this Agreement.

32. INTERPRETATION

32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

- (a) Special Conditions (Attachment 4);
- (b) Standard Terms and Conditions (Attachment 2); and
- (c) the other Attachments.

32.3 In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. DISCLOSURE OF AGREEMENT AND PUBLIC ANNOUNCEMENTS

33.1 The Supplier consents to:

- (a) the public disclosure of this Agreement, in its entirety, in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request; and
 - (b) the preparation by the Government Party of a summary of this Agreement, and the public disclosure of such summary, in any of the formats of circumstances as described in clause 33.1.
- 33.2 The Supplier must not make, or permit to be made, a public announcement in respect of any aspect of this Agreement including without limitation, any of the Services to be provided to the Government Party pursuant to this Agreement, unless the Government Party first gives its consent in writing to the Supplier.
- 33.3 For the purposes of this clause a public announcement includes, without limitation, any one of the following:
 - (a) a media release or any other information release to the public;
 - (b) a response to a media enquiry; or
 - (c) the publication of an article or other information on a website accessible to the public.

34. RESPECTFUL BEHAVIOURS

- 34.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

- 34.2 The Supplier agrees that, in performing the Services, the Supplier's staff will at all times:

- (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

- 34.3 If the Government Party believes that the Supplier's staff are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:

- (a) prohibit access by the relevant Supplier's staff to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's staff from providing the Services.

35. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

S1. CONSULTANCY

- S1.1 All references to "the Supplier" are replaced by "Consultant" and all references to "Price" are replaced by "Fees" in the Agreement.
- S1.2 The Services must be performed personally by the Named Persons.
- S1.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- S1.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- S1.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
 - S1.5.1 Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
 - S1.5.2 The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
 - S1.5.3 The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
 - S1.5.4 The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party and Telecommunications Advisory and Project Management Support Services.
 - S1.5.5 Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

Attachment 5 - Specifications

Scope of Works

To provide Telecommunications Advisory and Project Management Support Services at Lot Fourteen for the provision of, but not limited to the following:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

Attachment 6 – Pricing and Payment

See Item 17 of Attachment 1

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)



Instructions: This checklist contains a summary of the procurement requirements for seeking Quotes or Offers. It should be read in conjunction with the Renewal SA Procurement Framework. The checklist **must** be completed by the Lead Procurement Officer as documented evidence of compliance to process.

Note: A fully completed electronic checklist **must** be saved in your procurement Objective file

Procurement Description	Lot Fourteen Telecommunications Advisory and Project Management Support Services – Jtwo Solutions
Estimated Expenditure	\$217,360 (inclusive of GST)
Lead Procurement Officer	Mark Lata, Development Director

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.0	PROCUREMENT REQUIREMENTS			
1.1	Budget exists and is available?	<input checked="" type="checkbox"/>		ACC CODE: 125540-695-1756 Amount (left in Budget Code): \$
1.2	If the Supplier will have access to sensitive or security classified information, advice obtained from Renewal SA's nominated Agency Security Advisor (ASA) or IT Security Advisor (ITSA)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.3	Procurement authorisation obtained from correct Delegate under the DAS (i.e. approval for the procurement strategy prior to market approach)?	<input checked="" type="checkbox"/>		<i>What is the Strategy?</i> <i>Waiver of Competitive Process</i> Name: Mark Devine Position Title: A/Chief Executive Ref: A1271528 Date: 3/12/18
1.4	If a <i>Waiver of Competitive Process</i> is being used, approval obtained from correct Delegate under the DAS and <i>RFO (Waiver) Template</i> used? If a waiver is approved, go to 1.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Objective Ref: A1271528
1.5	Offer Evaluation Panel appointed to evaluate offers? (applies to Offers only)	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Quote/Offer Opening Committee appointed?	<input type="checkbox"/>		
1.7	<i>Offer Evaluation Plan</i> prepared? (applies to Offers only)	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.8	<p>Industry Participation Policy (IPP) requirements met?</p> <ul style="list-style-type: none"> At least one Quote/Offer must be from a local business (i.e. a business having an office based in South Australia) or a business based in the region in the case of a regional procurement) for any procurement from \$33,000 (inclusive GST) to IPP Plan thresholds and will apply an Economic Contribution Test (ECT); and <p>Has Supplier completed the correct Economic Contribution Test (ECT)?</p> <p>Note: The ECT must be included as a mandatory evaluation criterion and used to determine the preferred Supplier where two or more Quotes/Offers are otherwise equal (i.e. the Supplier with the highest score in the ECT is the preferred Supplier). The ECT is also used to differentiate between quotes/offers that both represent value-for-money.</p>	<input type="checkbox"/>		Objective Ref:
1.9	At least three written Quotes /Offers sought using correct <i>RFQ/RFO document template</i> ?	<input type="checkbox"/>		Objective Ref:
1.10	<p>Enquiries, discussions and negotiations with Suppliers documented in <i>Enquiries Register</i>?</p> <p>Note: Records of all enquiries during the procurement process and after the closure of the procurement process need to be recorded and maintained in an enquiry register. A suggested enquiries register template is available for staff use on the Procurement intranet page.</p>	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.11	Any amendments to procurement documents communicated to all Suppliers prior to close date?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.12	Quotes/Offers receipted via the Renewal SA Physical Tender Box or Renewal SA Electronic Tender Box via the SA Tenders and Contracts website?	<input type="checkbox"/>		
1.13	Late Quotes/Offers recorded on the <i>Opening Schedule</i> or <i>Electronic Quotes/Offers Log</i> and evidence justifying the reasons for accepting/rejecting any late Quotes/Offers recorded?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.14	Quotes/Offers opened by the Quote/Offer Opening Committee, and the <i>Opening Schedule</i> or <i>Electronic Quotes/Offers Log</i> completed and signed?	<input type="checkbox"/>		Objective Ref:

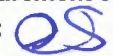


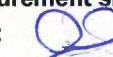
Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.15	If third parties are involved in the procurement process, <i>Conflict of Interest and Confidentiality Declaration Form</i> completed by any third party that <u>is not</u> engaged under a Contract?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.16	Quotes evaluated on price, and ECT score used to distinguish between two or more Quotes that are otherwise equal on price?	<input type="checkbox"/>	<input type="checkbox"/>	
1.17	Offers evaluated by Offer Evaluation Panel in accordance with <i>Offer Evaluation Plan</i> and assessments recorded?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.18	Due diligence check of preferred Supplier? Note: Please ensure that all due diligence checks and activities are recorded and documented as evidence in the Records Management System.	<input checked="" type="checkbox"/>		Objective Ref: A1381666
2.0 CONTRACT REQUIREMENTS				
2.1	If the preferred Supplier requires capped liability, Limitation of Liability process followed as per <i>Contract Management Policy and Framework?</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low risk process applies and was adopted for this contract.
2.2	Contract pre-authorisation obtained from correct Delegate under the <i>DAS?</i> Note: Approval to enter into the contract must be given in accordance with <i>Treasurer's Instruction 8(TI8) - Contract Pre-Approval Authorisation</i> . Pre-approval is given just before the contract is signed and may be given by the same Renewal SA Officer who is executing the contract provided that the dollar amount of the contract is within the monetary limit set for that Renewal SA Officer for both authority to enter into a contract and TI8 contract pre-authorisation. <u>The following must be taken into consideration by the Delegate prior to providing contract pre-authorisation:</u> <u>Decision- making – Why am I doing this?</u> <ul style="list-style-type: none"> Do I have the authority to make this decision? Adequate written records (record the decision and the reasons behind the decision to minimize risk)? Impacts of making this decision on any affected parties, including the public at large considered? Do I need to speak/consult with anyone before making a decision? Has all the information to make the decision been provided? <u>Legislation and Compliance- Can I do this?</u>	<input checked="" type="checkbox"/>		Name: Mark Lata Position Title: Development Director, Lot Fourteen Ref: A1378536 Date: 21 August 2019 (Delegate to sign & date above or Lead Procurement Officer to attach a copy of written authorisation from Delegate)

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
	<ul style="list-style-type: none"> Have I complied with relevant legislation, government policy and Renewal SA policies in making this decision? Have Renewal SA procurement Practices been complied with? Do I have authority to sign this pre-approval? <p>Finance – Do I have the budget allocated to do this?</p> <ul style="list-style-type: none"> Is the monetary value of the Contract below or equal to the amount I am authorised to approve? Are sufficient uncommitted Renewal SA funds available in support of the Contract? 			
2.3	<i>Approved Contract template</i> used (i.e. either a standard Renewal SA Contract or a Non – Renewal SA Contract that has been approved by the Renewal SA Dedicated CSO Solicitors)?	<input checked="" type="checkbox"/>		Objective Ref: A1310336
2.4	If amendments have been requested or made to the Renewal SA approved contract, approval obtained from the Renewal SA Dedicated CSO Solicitors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Objective Ref:
2.5	<i>Renewal SA Fraud and Corruption Prevention, Detection and Response Policy – for Suppliers</i> enclosed with Contract documents?	<input checked="" type="checkbox"/>		Objective Ref: A1385691
2.6	<i>Successful Award Letter</i> issued to successful Supplier?	<input checked="" type="checkbox"/>		Objective Ref: A1385691
2.7	Contract executed by correct Delegate under the DAS ?	<input checked="" type="checkbox"/>		Objective Ref: A1386309
2.8	<i>Unsuccessful Award Letter</i> issued to unsuccessful Suppliers?	<input type="checkbox"/>		N/A

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
3.0	POST-CONTRACT EXECUTION REQUIREMENTS			
3.1	<p><i>Contract Disclosure Form</i> completed within 30 days of Contract execution and submitted to Procurement along with the following documentation:</p> <ul style="list-style-type: none"> this Checklist ; final signed original Contract; completed Economic Contribution Test (ECT); PDF version of entire signed contract (if contract value is \$25,000 or more inc GST) copy of insurance certificates of currency (as required under the Contract); copy of the marked-up Contract showing contract amendments (if applicable.) 	<input checked="" type="checkbox"/>		Objective Ref:
3.2	Purchase Order raised in accordance with the Purchase Order Policy ?	<input checked="" type="checkbox"/>		PO No: 33992 Procurement signature: Date: 
3.3	Contract disclosed on Renewal SA Contracts Register within 30 days of execution? <i>executed 21/10/19</i>	<input checked="" type="checkbox"/>		Procurement signature: Date:  21/10/19
3.4	Contract disclosed on SA Tenders & Contracts Website within 60 days of execution?	<input checked="" type="checkbox"/>		Procurement signature: Date:  21/10/19
3.5	<p>Insurance Certificates of Currency provided and recorded in Renewal SA Contracts Register for High Risk Contracts?</p> <p>Note 1: For <u>High Risk contracts</u>, insurance certificates of currency are provided to the Procurement Unit during Contract registration. The Procurement Unit retains the certificates of currency for each contract and records insurance details on the Renewal SA Contracts Register. It is the responsibility of the Contract Manager to provide updated certificates of currency to the Procurement Unit when insurance certificates expire.</p> <p>Note 2: Under the Cabinet approved Low Risk Liability Policy, low to medium risk procurement contracts do not require Renewal SA to be named on insurance policies, or be provided with a copy of the insurance certificate. <u>Insurance details are still required to be provided and completed on the Contract Disclosure Form.</u></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Procurement signature: Date:  21/10/19

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
3.6	Contract variations approved and documented as per Contract Management Policy ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Objective Ref:
3.7	Procurement documentation captured in records management system (RMS)?	<input checked="" type="checkbox"/>		Objective Ref: qA29709
3.8	<i>Supplier Score Card (Contract Closure Form)</i> completed and submitted to Procurement? Note: Procurement will record Supplier performance and Contract closure in the Renewal SA Contracts Register.	<input type="checkbox"/>		Objective Ref:

From: [Leedham, Emma \(Renewal SA\)](#)
To: [Walpole, Danielle \(Renewal SA\)](#)
Subject: Signed Contract Disclosure Form and Checklist - JTwo Solutions
Date: Monday, 21 October 2019 11:45:14 AM
Attachments: [IGA 21_10_2019_11_22_41_703.pdf](#)
[IGA 21_10_2019_11_24_49_950.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Hi Danielle

Please find attached a signed Contract Disclosure Form and Checklist, for your records. I will leave the original checklist in the Lot Fourteen pigeon hole for collection.

Kind regards,
Emma.

EMMA LEEDHAM
Liaison Officer, Procurement and Risk

T 08 8207 1317



This e-mail may contain confidential and/or legally privileged information. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised. **Think before you print – consider the environment**

CONTRACT DISCLOSURE FORM

Notes for Use of this Form (see Page 5)

CONTRACT & INSURANCE DISCLOSURE INFORMATION FORM

Name of Public Authority:	URBAN RENEWAL AUTHORITY (trading as Renewal SA)		Procurement has been endorsed <input checked="" type="checkbox"/>	
			(Insert date of endorsement by Renewal SA Delegate)	
			Date <u> 3 </u> / <u> 12 </u> / <u> 18 </u>	
CONTRACT DETAILS				
Contract Title:	Lot Fourteen Telecommunications Advisory and Project Management Support Services			
Objective Reference: <i>[or other records management system (RMS) in use]</i>	qA29709	Executed Contract Filed in Objective or other RMS?	Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/>
Contractor Name:	JTTwo Solutions Pty Ltd			
Contractor Address:	Suite 1, 66 Wyatt Street, Adelaide SA 5000			
Contractor Phone Number:	0403 577 711			
Contractor Contact Officer:	John Lindsay, Director			
Contractor Email Address:	john@jtwo.solutions			
Form of Contract <i>(Type of Contract e.g. Works Agreement)</i>	Standard Goods and Services Agreement			
Contract Executed By (Renewal SA Delegate):	Daniel Redden, Project Director Lot Fourteen			
Execution Date:	2 October 2019			
Start Date:	1 October 2019			
Completion Date: <i>(Note: Please insert the Final Completion Date not practical completion date)</i>	30 September 2021			
Program or Division Name:	People and Place Management			
Project Name/Key Activity/Concept: (if applicable)	Lot Fourteen			
Project Manager: <i>(i.e. Contract Manager)</i>	Mark Lata, Development Director Lot Fourteen			
Goods, Services, Works or Subject matter of the Contract:	Telecommunications Advisory and Project Management Support Services			

Contract Disclosure – Y/N (please provide reasons for any non disclosure)	Y	
Total Value of the Contract (inclusive of GST):	Up to \$217,360 inc GST	Purchase Order Number 33992
Procurement Process Used: (Please select one of the options listed or insert other appropriate description)	Public Tender <input type="checkbox"/> Direct Negotiation <input type="checkbox"/> Selective Tender <input type="checkbox"/> Waive of Competitive Process <input checked="" type="checkbox"/> Request for Quote <input type="checkbox"/> Request for Offer <input checked="" type="checkbox"/> Other (Please specify) <input type="checkbox"/>	

CONTACT DETAILS FOR PUBLIC AUTHORITY'S FREEDOM OF INFORMATION OFFICER:	
Name:	Leonie Mitchell
Phone:	8207 1350
Email Address:	Leonie.Mitchell4@sa.gov.au

INSURANCE DETAILS	
Note: Insurance Certificates of Currency are only required for High Risk contracts. <u>Insurance details are still required to be provided and completed on the Contract Disclosure Form for low to medium risk procurement contracts.</u> The Procurement Unit retains the certificates of currency for each contract and records insurance details on the Renewal SA Contracts Register. It is the responsibility of the Contract Manager to manage the contract insurance requirements and to ensure current insurance certificates of currency are provided to the Procurement Unit when insurance certificates expire.	
Insurance as per contract in place:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Level of Cover – PI: (Professional Indemnity)	\$10,000,000
Level of Cover – PL: (Public Liability)	\$20,000,000
Certificates of Currency on File:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Expiry Date of Certificates of Currency:	PI: 17 / 3 / 2020 PL: 17 / 3 / 2020
Period for which insurance cover is required under the contract:	1 Oct 2019 – 30 Sep 2021

LIMITATION OF LIABILITY

Liability cap imposed:

Yes



No



N/A ☐

Note:

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

The Low Risk Liability Policy:

- does not require the supplier to provide indemnities
- allows the selection of a default liability cap between one and five times the value of the contract (covering all prescribed heads of liability)
- does not require Renewal SA to be named on insurance policies, or be provided with a copy of the insurance certificate.

The Low Risk Liability Policy **does not** apply in the following circumstances:

- Information and Communications Technology Contracts under government contract arrangements
- Software licences hosting agreements and contracts for software development or customisation
- Construction works including goods and services acquired in conjunction with the works
- Principal Contractor controlled contracts – where a supplier is contracted to manage several procurements of goods and/or services on behalf of the Principal
- Contracting with universities or the CSIRO for the provision of educational services, technical and academic research
- High risk contracts

Where the Low Risk Liability Policy is not suitable for use, the existing Liability Limit Review Committee (LLRC) approved liability framework for Renewal SA continues to apply (LLRC Liability Framework).

If yes, provide details of liability cap –

Capped to value of contract

CONFIDENTIALITY CLAUSE

Confidentiality Clause Inserted into Contract:

Yes



No



If yes, provide details -

Standard wording from Renewal SA Standard Goods and Services Agreement

SOUTH AUSTRALIAN INDUSTRY PARTICIPATION POLICY

In accordance with Department of the Premier and Cabinet Circular PC033 – Industry Participation Policy (IPP): All Suppliers must complete an Economic Contribution Test (ECT) if the value of the contract is above \$33,000 (GST inclusive) up to \$4 million (GST inclusive) [or up to \$1 million (GST inclusive) in Regional South Australia.

A copy of the ECT is included with this Contract Disclosure Form?

Yes



Please attach a copy of the ECT to this Form

Standard IPP Plan is required if contract value is above \$4 million (GST inclusive) [\$1 million (GST inclusive) in Regional South Australia

Tailored IPP Plan is required is required if contract value is above \$4 million (GST inclusive) within the Northern Economic Plan Region or above \$50 million dollars.

A copy of the IPP is included with this Contract Disclosure Form?

N/A

Please attach a copy of the IPP Plan to this Form

NOTES ON THE USE OF THIS FORM

This form is used to supply information on contracts as required by the PC027 Disclosure of Government Contracts and to meet reporting requirements of the South Australian Industry Participation Policy (IPP) as stipulated in PC033 Industry Participation Policy.

For more information on the disclosure requirements which apply to contracts please refer to PC027 Disclosure of Government Contracts.

Refer link:

<http://www.dpc.sa.gov.au/documents/rendition/B17980>

For more information on the IPP reporting requirements which apply to contracts please refer to the IPP Procedural Guidelines.

Refer link:

<https://dsdstore.blob.core.windows.net/publications-reports/Publications/20180827-DIS-IPP-ReportingGuidelines.pdf?t=1537745342376>

This form is to be provided to the Procurement Unit within thirty (30) days of contract execution with the following information:

- final signed original contract sent to the Project Officer Corporate Governance
- if the contract value is **\$25,000 (GST incl) or more** a **PDF version** of the entire signed contract is also required;
- copy of insurance certificates (only required for **High Risk** contracts);
- copy of the suppliers completed South Australian Industry Participation Policy Economic Contribution Test (ECT) or Industry Participation Plan (IPP);
- copy of the marked up contract showing contract amendments if applicable;
- procurement checklist optional for procurements with a transaction value below \$33,000 GST incl (*checklist is returned by Procurement Unit to project/contract manager once contract is registered and disclosed*).

Note: Under PC027 Disclosure of Government Contracts "Eligible" and "Significant" contracts also include AS 2124, AS 4902 and Works Agreement contracts.

PROCUREMENT USE ONLY

Date Received: 3 / 10 / 2019 by: Danielle Walpole.

Date Disclosed on Contracts Register and SA Tenders and Contracts website:

21 / 10 / 2019 by: Eleaham.

Notes:

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)



Instructions: This checklist contains a summary of the procurement requirements for seeking Quotes or Offers. It should be read in conjunction with the Renewal SA Procurement Framework. The checklist **must** be completed by the Lead Procurement Officer as documented evidence of compliance to process.

Note: A fully completed electronic checklist **must** be saved in your procurement Objective file

Procurement Description	Lot Fourteen Telecommunications Advisory and Project Management Support Services – Jtwo Solutions
Estimated Expenditure	\$217,360 (inclusive of GST)
Lead Procurement Officer	Mark Lata, Development Director

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.0	PROCUREMENT REQUIREMENTS			
1.1	Budget exists and is available?	<input checked="" type="checkbox"/>		ACC CODE: 125540-695-1756 Amount (left in Budget Code): \$
1.2	If the Supplier will have access to sensitive or security classified information, advice obtained from Renewal SA's nominated Agency Security Advisor (ASA) or IT Security Advisor (ITSA)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
1.3	Procurement authorisation obtained from correct Delegate under the DAS (i.e. approval for the procurement strategy prior to market approach)?	<input checked="" type="checkbox"/>		<i>What is the Strategy?</i> <i>Waiver of Competitive Process</i> Name: Mark Devine Position Title: A/Chief Executive Ref: A1271528 Date: 3/12/18
1.4	If a <i>Waiver of Competitive Process</i> is being used, approval obtained from correct Delegate under the DAS and <i>RFO (Waiver) Template</i> used? If a waiver is approved, go to 1.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Objective Ref: A1271528
1.5	Offer Evaluation Panel appointed to evaluate offers? (applies to Offers only)	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Quote/Offer Opening Committee appointed?	<input type="checkbox"/>		
1.7	<i>Offer Evaluation Plan</i> prepared? (applies to Offers only)	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.8	<p>Industry Participation Policy (IPP) requirements met?</p> <ul style="list-style-type: none"> At least one Quote/Offer must be from a local business (i.e. a business having an office based in South Australia) or a business based in the region in the case of a regional procurement) for any procurement from \$33,000 (inclusive GST) to IPP Plan thresholds and will apply an Economic Contribution Test (ECT); and <p>Has Supplier completed the correct Economic Contribution Test (ECT)?</p> <p>Note: The ECT must be included as a mandatory evaluation criterion and used to determine the preferred Supplier where two or more Quotes/Offers are otherwise equal (i.e. the Supplier with the highest score in the ECT is the preferred Supplier). The ECT is also used to differentiate between quotes/offers that both represent value-for-money.</p>	<input type="checkbox"/>		Objective Ref:
1.9	At least three written Quotes /Offers sought using correct <i>RFQ/RFO document template</i> ?	<input type="checkbox"/>		Objective Ref:
1.10	<p>Enquiries, discussions and negotiations with Suppliers documented in <i>Enquiries Register</i>?</p> <p>Note: Records of all enquiries during the procurement process and after the closure of the procurement process need to be recorded and maintained in an enquiry register. A suggested enquiries register template is available for staff use on the Procurement intranet page.</p>	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.11	Any amendments to procurement documents communicated to all Suppliers prior to close date?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.12	Quotes/Offers receipted via the Renewal SA Physical Tender Box or Renewal SA Electronic Tender Box via the SA Tenders and Contracts website?	<input type="checkbox"/>		
1.13	Late Quotes/Offers recorded on the <i>Opening Schedule</i> or <i>Electronic Quotes/Offers Log</i> and evidence justifying the reasons for accepting/rejecting any late Quotes/Offers recorded?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.14	Quotes/Offers opened by the Quote/Offer Opening Committee, and the <i>Opening Schedule</i> or <i>Electronic Quotes/Offers Log</i> completed and signed?	<input type="checkbox"/>		Objective Ref:





Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
1.15	If third parties are involved in the procurement process, <i>Conflict of Interest and Confidentiality Declaration Form</i> completed by any third party that is <u>not</u> engaged under a Contract?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.16	Quotes evaluated on price, and ECT score used to distinguish between two or more Quotes that are otherwise equal on price?	<input type="checkbox"/>	<input type="checkbox"/>	
1.17	Offers evaluated by Offer Evaluation Panel in accordance with <i>Offer Evaluation Plan</i> and assessments recorded?	<input type="checkbox"/>	<input type="checkbox"/>	Objective Ref:
1.18	Due diligence check of preferred Supplier? Note: Please ensure that all due diligence checks and activities are recorded and documented as evidence in the Records Management System.	<input checked="" type="checkbox"/>		Objective Ref: A1381666
2.0 CONTRACT REQUIREMENTS				
2.1	If the preferred Supplier requires capped liability, Limitation of Liability process followed as per <i>Contract Management Policy and Framework</i> ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Low risk process applies and was adopted for this contract.
2.2	Contract pre-authorisation obtained from correct Delegate under the <i>DAS</i> ? Note: Approval to enter into the contract must be given in accordance with <i>Treasurer's Instruction 8(T18) - Contract Pre-Approval Authorisation</i> . Pre-approval is given just before the contract is signed and may be given by the same Renewal SA Officer who is executing the contract provided that the dollar amount of the contract is within the monetary limit set for that Renewal SA Officer for both authority to enter into a contract and T18 contract pre-authorisation. <u>The following must be taken into consideration by the Delegate prior to providing contract pre-authorisation:</u> <u>Decision- making – Why am I doing this?</u> <ul style="list-style-type: none"> Do I have the authority to make this decision? Adequate written records (record the decision and the reasons behind the decision to minimize risk)? Impacts of making this decision on any affected parties, including the public at large considered? Do I need to speak/consult with anyone before making a decision? Has all the information to make the decision been provided? <u>Legislation and Compliance- Can I do this?</u>	<input checked="" type="checkbox"/>		Name: Mark Lata Position Title: Development Director, Lot Fourteen Ref: A1378536 Date: 21 August 2019 (Delegate to sign & date above or Lead Procurement Officer to attach a copy of written authorisation from Delegate)

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
	<ul style="list-style-type: none"> Have I complied with relevant legislation, government policy and Renewal SA policies in making this decision? Have Renewal SA procurement Practices been complied with? Do I have authority to sign this pre-approval? <p><u>Finance – Do I have the budget allocated to do this?</u></p> <ul style="list-style-type: none"> Is the monetary value of the Contract below or equal to the amount I am authorised to approve? Are sufficient uncommitted Renewal SA funds available in support of the Contract? 			
2.3	<i>Approved Contract template</i> used (i.e. either a standard Renewal SA Contract or a Non – Renewal SA Contract that has been approved by the Renewal SA Dedicated CSO Solicitors)?	<input checked="" type="checkbox"/>		Objective Ref: A1310336
2.4	If amendments have been requested or made to the Renewal SA approved contract, approval obtained from the Renewal SA Dedicated CSO Solicitors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Objective Ref:
2.5	<i>Renewal SA Fraud and Corruption Prevention, Detection and Response Policy – for Suppliers</i> enclosed with Contract documents?	<input checked="" type="checkbox"/>		Objective Ref: A1385691
2.6	<i>Successful Award Letter</i> issued to successful Supplier?	<input checked="" type="checkbox"/>		Objective Ref: A1385691
2.7	Contract executed by correct Delegate under the <i>DAS</i> ?	<input checked="" type="checkbox"/>		Objective Ref: A1386309
2.8	<i>Unsuccessful Award Letter</i> issued to unsuccessful Suppliers?	<input type="checkbox"/>		N/A

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
3.0	POST-CONTRACT EXECUTION REQUIREMENTS			
3.1	<p><i>Contract Disclosure Form</i> completed within 30 days of Contract execution and submitted to Procurement along with the following documentation:</p> <ul style="list-style-type: none"> this Checklist ; final signed original Contract; completed Economic Contribution Test (ECT); PDF version of entire signed contract (if contract value is \$25,000 or more inc GST) copy of insurance certificates of currency (as required under the Contract); copy of the marked-up Contract showing contract amendments (if applicable.) 	<input checked="" type="checkbox"/>		Objective Ref:
3.2	Purchase Order raised in accordance with the Purchase Order Policy ?	<input checked="" type="checkbox"/>		PO No: 33992 Procurement signature: Date: 
3.3	Contract disclosed on Renewal SA Contracts Register within 30 days of execution? <i>executed 21/10/19</i>	<input checked="" type="checkbox"/>		Procurement signature: Date:  21/10/19
3.4	Contract disclosed on SA Tenders & Contracts Website within 60 days of execution?	<input checked="" type="checkbox"/>		Procurement signature: Date:  21/10/19
3.5	<p>Insurance Certificates of Currency provided and recorded in Renewal SA Contracts Register for High Risk Contracts?</p> <p>Note 1: For <u>High Risk contracts</u>, insurance certificates of currency are provided to the Procurement Unit during Contract registration. The Procurement Unit retains the certificates of currency for each contract and records insurance details on the Renewal SA Contracts Register. It is the responsibility of the Contract Manager to provide updated certificates of currency to the Procurement Unit when insurance certificates expire.</p> <p>Note 2: Under the Cabinet approved Low Risk Liability Policy, low to medium risk procurement contracts do not require Renewal SA to be named on insurance policies, or be provided with a copy of the insurance certificate. <u>Insurance details are still required to be provided and completed on the Contract Disclosure Form.</u></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Procurement signature: Date:  21/10/19

Quotes / Offers Checklist (Procurement up to \$220,000 inclusive GST)

	Requirement	Yes	N/A	Authorisations / Notes / Comments
3.6	Contract variations approved and documented as per Contract Management Policy ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Objective Ref:
3.7	Procurement documentation captured in records management system (RMS)?	<input checked="" type="checkbox"/>		Objective Ref: qA29709
3.8	<i>Supplier Score Card (Contract Closure Form)</i> completed and submitted to Procurement? Note: Procurement will record Supplier performance and Contract closure in the Renewal SA Contracts Register.	<input type="checkbox"/>		Objective Ref:

Historical details for ABN 91 616 504 566

ABN details

Entity name	From	To
JTWO SOLUTIONS PTY LTD	09 Jan 2017	(current)
ABN Status	From	To
Active	09 Jan 2017	(current)
Entity type	Australian Private Company	
Goods & Services Tax (GST)	From	To
Registered	17 Jan 2017	(current)
Main business location	From	To
SA 5000	24 Jan 2019	(current)
SA 5067	09 Jan 2017	24 Jan 2019

Business name(s)

Business name	From	To
CLOUDSTEP 	16 Aug 2018	(current)

ASIC registration - ACN or ARBN

616 504 566 [View record on the ASIC website](#) 

Deductible gift recipient status

Not entitled to receive tax deductible gifts

ABN last updated: 24 Jan 2019

Record extracted: 13 Sep 2019

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#).



UNCONTROLLED if printed

FRAUD AND CORRUPTION: PREVENTION, DETECTION AND RESPONSE POLICY – FOR SUPPLIERS

DOCUMENT CONTROL

Managed by Division: Corporate Governance	File number: POL-PCM020 Version No: 7 Status: Current
Contact position: Director Office of Chief Executive	Date effective: 12 November 2018
Approved by: General Manager Corporate Services	Scheduled review date: 12 November 2019

APPROVED 12 / 11 / 2018

Signed:

Print Name:

Damian De Luca

Position:

General Manager Corporate Services

CONTENTS

1.	TITLE.....	3
2.	POLICY STATEMENT	3
3.	PURPOSE	4
4.	SCOPE	4
5.	OBJECTIVES	4
6.	POLICY DETAILS	4
6.1	Reporting of Suspected Fraud, Corruption, Maladministration or Misconduct.....	4
6.2	Gifts, Benefits and Hospitality.....	6
6.3	Prevention and Detection Measures.....	6
7.	ROLES AND RESPONSIBILITIES	7
8.	MONITORING, EVALUATION AND REVIEW	7
9.	DEFINITIONS AND ABBREVIATIONS	7
10.	ASSOCIATED DOCUMENTS AND REFERENCES	10

1. TITLE

Fraud and Corruption: Prevention, Detection and Response Policy – For Suppliers.

2. POLICY STATEMENT

The Urban Renewal Authority trading as Renewal SA (**'Renewal SA'**) is committed to professionalism and ethical behaviour in all its activities and functions. Renewal SA does not accept or tolerate fraud, corruption, other criminal conduct, maladministration or misconduct.

All Suppliers as Public Officers need to be aware of their obligations under the ICAC Act and the ICAC Directions and Guidelines.

For the purposes of this Policy and the *Independent Commissioner Against Corruption Act 2012*, a Public Officer includes all Renewal SA Suppliers.

Renewal SA will take reasonable steps to prevent and detect fraud, corruption, other criminal conduct, maladministration and misconduct through:

- developing and implementing this policy;
- proactively seeking to identify potential areas of fraud risk;
- maintaining adequate internal controls (and treating fraud risk areas);
- monitoring the effectiveness of controls and identifying and implementing improvements; and
- developing and implementing fraud and corruption prevention/detection strategies.

This Policy has been developed in accordance with the principles outlined in the:

- South Australian Public Sector Fraud and Corruption Control Policy (**'SA Fraud Policy'**);
- *Independent Commissioner Against Corruption Act 2012* (**'ICAC Act'**);
- Independent Commissioner Against Corruption Directions and Guidelines (**'ICAC Guidelines'**);
- Treasurer's Instruction 2: Financial Management (**'TI 2'**);
- Fraud and Corruption Control Standard (AS 8001:2008) (**'Fraud Standard'**);
- *Public Sector Act 2009* (**'PS Act'**); and
- Code of Ethics for the South Australian Public Sector (**'Code of Ethics'**).

This Policy reflects Renewal SA's commitment to the prevention and management of fraud, corruption and other criminal conduct, misconduct and maladministration, and the promotion of ethical and honest behaviour in the workplace and creation and maintenance of an appropriate workplace culture.

Renewal SA will not tolerate fraud, corruption and other criminal conduct, misconduct and maladministration and will investigate or otherwise address any suspected, alleged or proven instances of such conduct.

3. PURPOSE

This Policy provides awareness, guidance and instruction to Suppliers regarding the prevention, detection and response (including reporting) of fraud, corruption, other criminal conduct, maladministration and misconduct.

4. SCOPE

This Policy applies to all Suppliers of Renewal SA.

5. OBJECTIVES

The key objectives of this Policy in relation to fraud, corruption, maladministration and misconduct:

- provide awareness and understanding of Renewal SA's position;
- prevent Renewal SA suffering loss;
- establish prevention strategies;
- provide instruction and guidance on reporting, investigation and resolution;
- minimise loss to Renewal SA; and
- facilitate compliance by Renewal SA with relevant legislative obligations.

6. POLICY DETAILS

6.1 Reporting of Suspected Fraud, Corruption, Maladministration or Misconduct

All Suppliers as Public Officers need to be aware of their obligations under the ICAC Act and the ICAC Directions and Guidelines. In summary, Public Officers must report to the OPI any matter they reasonably suspect involves:

- corruption in public administration unless the employee is aware that it has already been reported to OPI;
- serious or systemic misconduct in public administration unless the employee is aware that it has been reported to an inquiry agency (as defined in the ICAC Act) or the OPI; and
- serious or systemic maladministration in public administration unless the employee is aware that it has been reported to an inquiry agency or the OPI.

The ICAC Directions and Guidelines published in relation to the ICAC Act will assist Public Officers to understand their obligations pursuant to the ICAC Act.

A 'reasonable suspicion' is defined in the ICAC Guidelines as requiring a factual basis, and whether a suspicion is reasonable will depend on the surrounding circumstances. It is not

necessary for a Public Officer to ‘believe’ that conduct amounts to corruption, misconduct or maladministration, only that there is a reasonable suspicion based on a proper consideration of the available facts.

Public Officers are required to report to OPI matters of misconduct or maladministration that are ‘serious or systemic’. What constitutes serious or systemic misconduct or maladministration is a matter of judgment. However relevant factors to consider in determining whether the matter is serious or systemic may include:

- the nature and circumstances of the allegations (including the number of allegations, the degree of organisation and planning – i.e. steps taken to cover up conduct);
- the status of the person(s) involved;
- the harm (or potential harm) to an individual or government resulting from the matter, including physical, financial or other harm; and
- whether the matter is widespread, involves more than one agency and/or occurs on a frequent basis.

A matter may be considered **serious** if it:

- involves a senior Public Officer;
- involves alleged misconduct or maladministration that has resulted in a substantial loss or damage to assets;
- involves allegations that would, if proved, bring an agency or the Crown into disrepute; or
- is otherwise of particular prominence or importance.

A matter may be considered **systemic** if it:

- causes widespread disruption to services or programs;
- affects a number of persons;
- is spread throughout the agency or authority or is otherwise accepted or condoned; or
- involves a large sum of money.

The ICAC Guidelines set out the information that a report to OPI must include. The report can be made on the ICAC website, by phone, email or in person, and can be made anonymously – see ICAC website for further detail (www.icac.sa.gov.au).

Section 54 of the ICAC Act imposes strict requirements in respect of matters that are the subject of a complaint, report, assessment, investigation, referral or evaluation under the ICAC Act. A person must not, directly or indirectly, disclose information in relation to or connected with a matter that forms or is the subject of a complaint, report, assessment, investigation, referral or evaluation under the ICAC Act. Breach of this carries with it a maximum penalty of \$2 500 or imprisonment for 6 months. It is recommended that all suppliers are aware of these requirements.

Section 56 of the ICAC Act makes it a criminal offence to publish certain information and evidence in respect of a matter covered by the ICAC Act except as authorised.

ICAC offers educational /awareness training sessions for suppliers and contractors if required/desired. Please see ICAC website for information on sessions available

6.2 Gifts, Benefits and Hospitality

Renewal SA has a *Gifts, Benefits and Hospitality Policy* which outlines its position in relation to Renewal SA staff receiving gifts, benefits and hospitality from third parties, such as suppliers.

The policy states that Renewal SA staff and their associates **cannot** accept gifts and benefits from third parties in connection with their employment at Renewal SA.

It is unacceptable for Renewal SA staff (as public officers) to accept gifts or benefits as it may give the appearance of a past, present or future conflict of interest with public duty.

Hospitality can only be accommodated under limited circumstances and must directly relate to opportunities to promote Renewal SA's business objectives.

6.3 Prevention and Detection Measures

Renewal SA recognises that despite preventative actions and controls, acts of fraud, corruption, other criminal conduct, maladministration and misconduct may still occur. Accordingly Renewal SA has adopted a program aimed at preventing, detecting and responding appropriately to such acts. The key elements of this program include:

- monitoring and reviewing performance against contracts, service level agreements or equivalent, to ensure services are being provided, and income is received, in accordance with agreed arrangements;
- conducting all procurements in an ethical manner and in accordance with relevant policies and guidelines;
- making payments in accordance with agreed arrangements; and
- segregation of duties as appropriate.

Examples of the types of conduct that may constitute fraud, corruption, misconduct or maladministration in public administration include, but are not limited to:

- theft (i.e. of plant and equipment, inventory, funds, cash and/or intellectual property or other confidential information);
- release of confidential information for other than a proper business purpose;
- manipulation of Renewal SA records;
- providing false or misleading information, or failing to provide information where there is an obligation to do so;
- making, using or possessing forged or falsified documents; and
- unlawful use of Renewal SA's computers, vehicles, telephones and other property or services; and
- manipulation of Renewal SA's procurement framework (by favouring one tenderer over others, or selectively providing information to some tenderers).

7. ROLES AND RESPONSIBILITIES

Party / Parties	Roles and responsibilities
Suppliers	<p>Have a responsibility to:</p> <ul style="list-style-type: none"> act honestly and in an ethical manner at all times; make a report to OPI if they reasonably suspect corruption or serious/systemic misconduct or maladministration; comply with this Policy and associated laws and regulations, including not condoning, or failing to take appropriate action in relation to, suspected fraudulent, corrupt or improper conduct within Renewal SA; deal with all reports of fraud, corruption or improper conduct in a professional and prompt manner in accordance with this Policy; not knowingly make a false or misleading report; not act in a retaliatory, discriminatory or otherwise adverse manner in regard to a person, on account of that person making a genuine report or providing assistance in a relevant inquiry; and not hinder or impede an investigation, and give every courtesy and assistance to any person authorised by management to conduct an investigation pursuant to this Policy.

8. MONITORING, EVALUATION AND REVIEW

The Audit and Risk Committee and Corporate Governance Unit will provide oversight of Renewal SA's fraud and corruption processes.

Treasurer's Instruction 2 'Financial Management' requires that the Chief Executive establish and review on at least an annual basis Renewal SA's fraud policies.

9. DEFINITIONS AND ABBREVIATIONS

Term	Meaning
Audit and Risk Committee	An internal Renewal SA Committee established by the Board of Management.
Corruption	<p>Corruption (in public administration) is defined in section 5(1) of the ICAC Act and for the purposes of this Policy as follows:</p> <p>5. (1) <i>Corruption in public administration means conduct that constitutes—</i></p> <p>(a) <i>an offence against Part 7 Division 4 (Offences relating to public officers) of the Criminal Law Consolidation Act 1935, which includes the following offences:</i></p>

Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers

Term	Meaning
	<p>(i) bribery or corruption of public officers;</p> <p>(ii) threats or reprisals against public officers;</p> <p>(iii) abuse of public office;</p> <p>(iv) demanding or requiring benefit on basis of public office;</p> <p>(v) offences relating to appointment to public office; or</p> <p>(b) an offence against the Public Sector (Honesty and Accountability) Act 1995 or the Public Corporations Act 1993, or an attempt to commit such an offence; or</p> <p>(c) any other offence (including an offence against Part 5 (Offences of dishonesty) of the Criminal Law Consolidation Act 1935) committed by a public officer while acting in his or her capacity as a public officer or by a former public officer and related to his or her former capacity as a public officer, or by a person before becoming a public officer and related to his or her capacity as a public officer, or an attempt to commit such an offence; Or</p> <p>(d) any of the following in relation to an offence referred to in a preceding paragraph:</p> <p>(i) aiding, abetting, counselling or procuring the commission of the offence;</p> <p>(ii) inducing, whether by threats or promises or otherwise, the commission of the offence;</p> <p>(iii) being in any way, directly or indirectly, knowingly concerned in, or party to, the commission of the offence;</p> <p>(iv) conspiring with others to effect the commission of the offence.</p>
Fraud	<p>For the purpose of this Policy, Renewal SA has adopted the definition of fraud from the SA Fraud Policy which is defined as:</p> <p><i>“a dishonest activity causing actual or potential financial loss to any person or entity including the theft of moneys or other property by employees or persons external to the entity (this includes the deliberate falsification, concealment, destruction or use of falsified documents used or intended for normal business purposes and the improper use of information or position/status for personal financial benefit).”</i></p> <p>Fraud requires knowledge or intention to deceive or deprive, or reckless negligence. Fraud includes bribery and abuse of office and can be seen as a major subset of corruption. Fraud can be perpetrated by staff and by persons external to Renewal SA such as contractor or suppliers, or a combination of both. It can involve financial or non-financial incidents that have an impact on operations and the reputation of Renewal SA.</p> <p>Under the <i>Criminal Law Consolidation Act 1935</i>, fraud is a criminal offence which may lead to a prison sentence. An incident of fraud may also fall within the definition of corruption in the ICAC Act (see below).</p>
ICAC	<p>Independent Commissioner Against Corruption.</p> <p>The Independent Commissioner Against Corruption has been established to identify and investigate corruption, misconduct and maladministration in public administration;</p>

Fraud and Corruption: Prevention, Detection and Response Policy – for Suppliers

Term	Meaning
ICAC Act	<i>Independent Commissioner Against Corruption Act 2012</i> The ICAC Act establishes the Independent Commissioner Against Corruption and OPI.
ICAC Directions and Guidelines	Means Independent Commissioner Against Corruption Directions and Guidelines – issued pursuant to section 20 of the ICAC Act and govern reporting obligations of public authorities and Public Officers to OPI.
Maladministration	<p>Maladministration in public administration is defined in section 5(4) of the ICAC Act and for the purposes of this Policy as follows:</p> <p>5(4) <i>Maladministration in public administration—</i></p> <p>(a) <i>means –</i></p> <p>(i) <i>conduct of a public officer, or a practice, policy or procedure of a public authority, that results in an irregular and unauthorised use of public money or substantial mismanagement of public resources; or</i></p> <p>(ii) <i>conduct of a public officer involving substantial mismanagement in or in relation to the performance of official functions; and</i></p> <p>(b) <i>includes conduct resulting from impropriety, incompetence or negligence; and</i></p> <p>(c) <i>is to be assessed having regard to relevant statutory provisions and administrative instructions and directions.</i></p> <p>5(5) <i>Without limiting or extending the conduct that may comprise corruption, misconduct or maladministration in public administration, this Act applies to conduct that—</i></p> <p>(a) <i>occurred before the commencement of this Act; or</i></p> <p>(b) <i>occurs outside this State; or</i></p> <p>(c) <i>comprises a failure to act; or</i></p> <p>(d) <i>is conduct of a person who was a public officer at the time of its occurrence but who has since ceased to be a public officer; or</i></p> <p>(e) <i>is conduct of a person who was not a public officer at the time of its occurrence but who has since become a public officer.</i></p>
Misconduct	<p>Public Sector Act Definition:</p> <p>Misconduct is defined under the <i>Public Sector Act 2009</i> as follows:</p> <p><i>Misconduct means –</i></p> <p>(a) <i>a breach of a disciplinary provision of a public sector code of conduct while in employment as a public sector employee; or</i></p> <p>(b) <i>other misconduct while in employment as a public sector employee.</i></p> <p><i>The term includes making a false statement in connection with an application for engagement as a public sector employee and being convicted, while in employment as a public sector employee, of an offence punishable by imprisonment.</i></p> <p>ICAC Act Definition:</p> <p>Misconduct in public administration is defined in section 5(3) of the ICAC Act as follows:</p> <p><i>Misconduct in public administration –</i></p> <p>(a) <i>contravention of a code of conduct by a public officer while acting in his or her capacity as a public officer that constitutes a ground for disciplinary action against the officer; or</i></p>

Term	Meaning
	(b) <i>other misconduct of a public officer while acting in his or her capacity as a public officer.</i>
OPI (Office for Public Integrity)	The Office for Public Integrity receives complaints and reports about corruption, misconduct and maladministration in public administration, and assesses those matters.
Public Officer	As defined under the ICAC Act and ICAC Directions and Guidelines, a Public Officer includes all Suppliers.
Suppliers	Are third party contractors and/or consultants engaged by Renewal SA or its Board of Management to provide services or works to Renewal SA.

10. ASSOCIATED DOCUMENTS AND REFERENCES

Criminal Law Consolidation Act 1935

Fraud and Corruption: Prevention, Detection and Response Policy – For Staff

Independent Commissioner Against Corruption Act 2012

Independent Commissioner Against Corruption – Directions and Guidelines (available from the ICAC website).

South Australian Public Sector Fraud and Corruption Control Policy

Treasurer's Instruction 2 – Financial Management

Treasurer's Instruction 28 – Financial Management Compliance Program

Whistleblowers Protection Act 1993



TK SPECIALTY RISKS PTY LTD
ABN: 21 608 877 783

277 Magill Road
Trinity Gardens
SA 5068 Australia
Ph (08) 8249 7913

Representative No: 001237371
Corporate Authorised Representative
Millennium Underwriting Agencies Pty Ltd – AFSL No: 246721

Certificate of Currency

This certificate confirms that the under mentioned policy is effective in accordance with the details shown:

Name of Insured:	JTWO Solutions Pty Ltd
Class of Insurance:	IT Liability
Policy Period:	From: 17 January 2019 To: 17 March 2020
Limit of Liability:	Professional Indemnity: \$10,000,000 each and every claim and \$20,000,000 in the Aggregate Cyber liability: \$1,000,000 each and every claim and \$10,000,000 in the aggregate Public Liability: \$20,000,000 each and every claim Products Liability: \$20,000,000 each and every claim
Wording:	TECH AUS v2.2
The Underwriters:	Underwritten by certain Underwriters at Lloyd's
Policy Number:	ESH001072468

The above is a brief outline of the Policy only, and coverage is at all times subject to the terms and conditions of the Policy.

Date: 17 January 2019



Economic Contribution Test - Metropolitan Adelaide

Application ID	7596364	Submitted	19/09/2019
Business Name	jtwo solutions Pty Ltd		

Project Manager			
Given Name	John	Family Name	Lindsay
Telephone	0403577711	Email	john@jtwo.solutions
Business Name	jtwo solutions Pty Ltd		
Is the person completing this form the Project Manager			Yes

Tender Information			
Region	Metropolitan Adelaide		
Tender Title	THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES AT LOT FOURTEEN		
Nature of Contract	Services only		
Reference No.		Tender Value	217360
Agency Name	OTHER		
Agency Contact Person	Mark Lata		
Are you an Aboriginal Business?			No
Will you engage an Aboriginal Business in the delivery of this contract?			No

Section A – Services Test	
Hourly rate \$AUD	Percentage of services to be performed by residents of South Australia
209	100

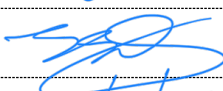
Economic Contribution Test Score out of 15 (auto-generated)	15
--	----

Declaration			
I have read, understand and agree to the above declaration			✓
Given Name	John	Family Name	Lindsay
Position Title	Director		

ANNEXURE C

Renewal SA Offer Form**To: Mark Lata****Supply of Telecommunications Advisory and Project Management Support Services at Lot Fourteen**

I/We the undersigned, do hereby offer to perform the above in accordance with the Brief/Specification and the General Conditions of Contract provided. This offer will remain valid for a period of 30 business days from 20 September 2019.

Name of organisation making the offer (Supplier)	jtwo solutions Pty Ltd																				
Address	1/66 WYATT ST ADELAIDE																				
Contact Person	JOHN LINDSAY																				
Fees/Price	<table border="1"> <tr> <td>Hourly fees</td> <td></td> <td>\$190</td> </tr> <tr> <td>Capped at 1,040 hrs</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Fees/Price GST exclusive</td> <td></td> <td>\$</td> </tr> <tr> <td>GST</td> <td></td> <td>\$</td> </tr> <tr> <td>Total Fees/Price GST inclusive</td> <td></td> <td>\$2 17360</td> </tr> </table>			Hourly fees		\$190	Capped at 1,040 hrs						Total Fees/Price GST exclusive		\$	GST		\$	Total Fees/Price GST inclusive		\$2 17360
Hourly fees		\$190																			
Capped at 1,040 hrs																					
Total Fees/Price GST exclusive		\$																			
GST		\$																			
Total Fees/Price GST inclusive		\$2 17360																			
Insert details of insurance held or proposed to comply with the General Conditions of Contract (or attach Certificates of Currency)	See attached																				
Please address the following evaluation criteria: <ul style="list-style-type: none"> • Experience with similar projects; • Price, including rates; and • Technical, managerial, physical and financial capacity and resources. 	Per Proposal.																				
Signature of Supplier (not required if submitting electronically)	Name:	JOHN LINDSAY																			
	Title:	Director																			
	Signature:																				
	Date:	19/2/19																			



TK SPECIALTY RISKS PTY LTD
ABN: 21 608 877 783

277 Magill Road
Trinity Gardens
SA 5068 Australia
Ph (08) 8249 7913

Representative No: 001237371
Corporate Authorised Representative
Millennium Underwriting Agencies Pty Ltd – AFSL No: 246721

Certificate of Currency

This certificate confirms that the under mentioned policy is effective in accordance with the details shown:

Name of Insured:	JTWO Solutions Pty Ltd
Class of Insurance:	IT Liability
Policy Period:	From: 17 January 2019 To: 17 March 2020
Limit of Liability:	Professional Indemnity: \$10,000,000 each and every claim and \$20,000,000 in the Aggregate Cyber liability: \$1,000,000 each and every claim and \$10,000,000 in the aggregate Public Liability: \$20,000,000 each and every claim Products Liability: \$20,000,000 each and every claim
Wording:	TECH AUS v2.2
The Underwriters:	Underwritten by certain Underwriters at Lloyd's
Policy Number:	ESH001072468

The above is a brief outline of the Policy only, and coverage is at all times subject to the terms and conditions of the Policy.

Date: 17 January 2019



Economic Contribution Test - Metropolitan Adelaide

Application ID	7596364	Submitted	19/09/2019
Business Name	jtwo solutions pty ltd		

Project Manager			
Given Name	John	Family Name	Lindsay
Telephone	0403577711	Email	john@jtwo.solutions
Business Name	jtwo solutions pty ltd		
Is the person completing this form the Project Manager			Yes

Tender Information			
Region	Metropolitan Adelaide		
Tender Title	THE SUPPLY OF TELECOMMUNICATIONS ADVISORY AND PROJECT MANAGEMENT SUPPORT SERVICES AT LOT FOURTEEN		
Nature of Contract	Services only		
Reference No.		Tender Value	217360
Agency Name	OTHER		
Agency Contact Person	Mark Lata		
Are you an Aboriginal Business?			No
Will you engage an Aboriginal Business in the delivery of this contract?			No

Section A – Services Test	
Hourly rate \$AUD	Percentage of services to be performed by residents of South Australia
209	100

Economic Contribution Test Score out of 15 (auto-generated)	15
--	----

Declaration			
I have read, understand and agree to the above declaration			✓
Given Name	John	Family Name	Lindsay
Position Title	Director		



plan | transition | manage

Telco Consulting Proposal

Consultancy Services

Thursday, 19 September 2019

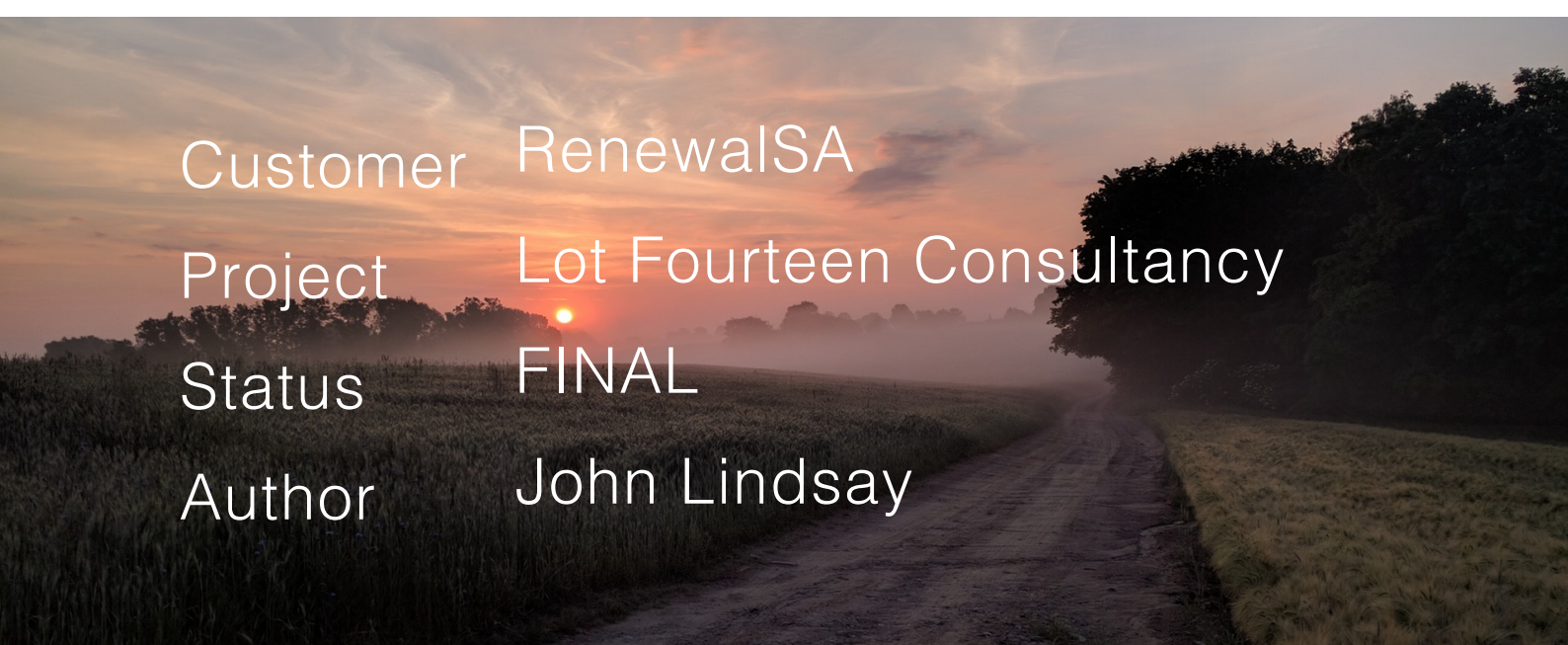
John Lindsay

john@jtwo.solutions

0403577711

Ground Floor, 66 Wyatt St
Adelaide, SA 5000

POBOX 291
Rundle Mall, SA 5000



Customer RenewalSA
Project Lot Fourteen Consultancy
Status FINAL
Author John Lindsay

Document Information

Contents

Qualifications	3
Services to be provided.....	4
Rate Card.....	5
Commercial information	5

Qualifications

Jtwo Solutions partner John Lindsay is an experienced telecommunications industry executive who has built fibre networks, operated a national broadband service provider network with a million broadband end points including services delivered via NBN, Opticomm, OpenNetworks, Neighbourhood Cable and TransACT.

Since 2015, as Lindsay Strategic Advisory, he has advised RenewalSA and DefenceSA on telecommunications strategy and operations for Tonsley and SABRENet and Department of State Development on GigCity via the Project Steering Committee and directly to DSD and SABRENet during early project planning.

He worked closely with South Australia's Chief Innovator Dr Tom Hajdu during the development of the GigCity concept.

He is a graduate of the Australian Institute of Company Directors and has managed every area of the Internet and Telco industry in well-known organisations including iiNet, Internode and Agile, that enjoyed exponential growth, in several cases from start-up.

He has particularly strong skills in:

- Australian Carrier and ISP Regulatory Affairs including ACMA, ACCC, TIO, CommsAlliance, TCPCode, PCI, Privacy, Data Retention
- Infrastructure deployment including Telecommunications Act, Low Impact Facilities, Land Access Notices, fibre deployment, building and basement access, tower and high site location access
- ISP business strategy and management
- Wholesale carrier relations
- Network capacity commercial negotiations (both buying and selling)
- Submarine cable IRU and wavelength capacity commercials
- International IP network design, construction and operation
- Buying and selling ISP and telecommunications businesses

John is a Director of the Telecommunications Industry Ombudsman, a role which is purely governance not operational and therefore does not create a conflict of interest with consulting for the telecommunications industry.

He was Advisory CTO for TransGrid Telecom, advising the executive and board on strategies to maximise the value of the telecommunications assets during and after their successful \$10.3b sale.

He was formerly CTO of iiNet Ltd from 2011 to 2012 after the successful sale of Internode to them. He was CTO and formerly Regulatory and Corporate Affairs Manager of Internode for many years before the sale.

John is not a lawyer and provides practical advice based on his extensive experience in the telecommunications industry.

Services to be provided

Scope of services includes:

- Precinct wide ICT strategy;
- Liaison with carriers, potential tenants, investors and stakeholders, as required;
- Smart Cities including IoT deployment and technical and commercial interfaces;
- Creating Fibre Connectivity Briefing Notes for Tenants and Carriers as well as a Fibre Services;
- Order Form, on an as needs basis and in line with the development, and the relevant
- Schedules of the Federal Telecommunications Act;
- Project management advisory assistance in the deployment of fibre infrastructure
- arrangements;
- Assistance in negotiations and any required tender briefs to establish a wholesale
- only service provider or alternative appropriate solution;
- Strategic advice related to GigCity development to maximise its impact and benefit to
- Lot Fourteen, site, tenants and prospective investors;
- Strategic advice related to WiFi and Information Kiosk development;
- Any other matters referred by the Client.

All consulting services will be provided on request as per the attached rate card and charged by the hour.

We suggest an engagement covering the 24 months requested. Further project work can be engaged later if and as required.

I look forward to discussing this proposal with you. Please contact me if you require any further information.

Yours sincerely,



John Lindsay
Director, jtwo solutions Pty Ltd

Rate Card

Our standard government consulting rate is \$190 ex per hour.

This is charged in hourly blocks with a minimum of one hour on site and 15 minutes via phone and email.

Commercial information

jt two solutions Pty Ltd

ACN: [616504566](#)

ABN: [91616504566](#)

Street Address:

Ground Floor, 66 Wyatt St
Adelaide

Postal Address:

PO BOX 291
RUNDLE MALL
SA 5000

Bank:

jt two solutions Pty Ltd
ANZ Hutt St
BSB: 015-056
Account Number: 409179739

Service of notices:

directors@jtwosolutions.com.au

Phone number:

0403577711