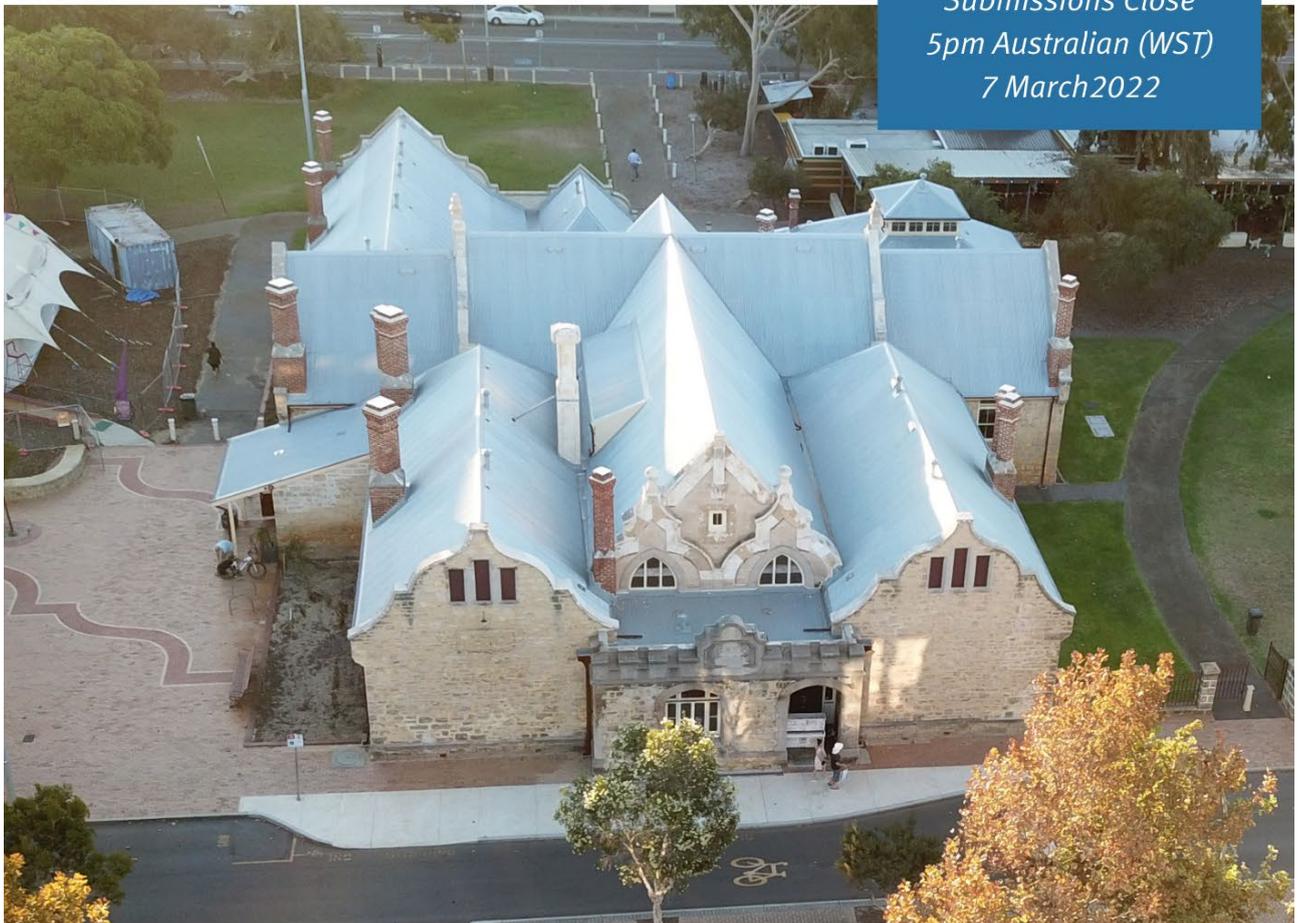




ITC PROVIDER

# EXPRESSIONS OF INTEREST

*Submissions Close  
5pm Australian (WST)  
7 March 2022*



Department of Communities  
Department of Local Government, Sport and Cultural Industries



# Contents

INTRODUCTION .....	1
STRUCTURE OF THE INVITATION .....	1
PART A THE INVITATION .....	2
PART A.1 ABOUT THIS INVITATION .....	2
PART B CONDITIONS OF PARTICIPATION .....	3
PART B.1 DADAA LTD'S SPECIFIC REQUIREMENTS .....	3
1 INVITATION.....	3
1.1 INVITATION.....	3
1.2 ACCURACY OF INVITATION .....	3
1.3 ADDITIONS AND AMENDMENTS.....	3
1.4 AVAILABILITY OF ADDITIONAL MATERIALS .....	3
1.5 REPRESENTATION .....	3
1.6 LICENCE TO USE INTELLECTUAL PROPERTY RIGHTS.....	3
2 COMMUNICATION .....	4
2.1 COMMUNICATION PROTOCOL .....	4
2.2 REQUESTS FOR CLARIFICATION.....	4
2.3 UNAUTHORISED COMMUNICATION .....	4
2.4 ANTI-COMPETITIVE CONDUCT .....	4
2.5 CONSORTIA AND TRUSTEES .....	4
2.6 COMPLAINTS ABOUT THIS INVITATION .....	5
3 SUBMISSION OF AN INVITEE'S RESPONSE .....	5
3.1 LODGEMENT .....	5
3.2 LATE INVITEE'S RESPONSE .....	5
3.3 PROVIDING AN INVITEE'S RESPONSE .....	5
3.4 OBLIGATION TO NOTIFY OF ERRORS .....	6
3.5 USE OF AN INVITEE'S RESPONSE .....	6
3.6 WITHDRAWAL OF AN INVITEE'S RESPONSE .....	6
3.7 STATUS OF INVITEE'S RESPONSE.....	6
3.8 DISCLOSURE OF EOI TENDER CONTENTS AND EOI INFORMATION.....	6
4 CAPACITY TO COMPLY WITH THE OVERVIEW OF REQUIREMENTS .....	6
5 EVALUATION .....	7

<b>5.1</b>	<b>EVALUATION PROCESS .....</b>	<b>7</b>
<b>6</b>	<b>NEXT STAGE OF THE EOI TENDER PROCESS .....</b>	<b>7</b>
<b>6.1</b>	<b>OPTIONS AVAILABLE TO THE ORGANISATION.....</b>	<b>7</b>
<b>7</b>	<b>NO LEGALLY BINDING CONTRACT .....</b>	<b>7</b>
<b>8</b>	<b>INVITEE WARRANTIES.....</b>	<b>8</b>
<b>9</b>	<b>ORGANISATION RIGHTS .....</b>	<b>8</b>
<b>10</b>	<b>GOVERNING LAW .....</b>	<b>8</b>
<b>11</b>	<b>INTERPRETATIONS .....</b>	<b>8</b>
<b>11.1</b>	<b>DEFINITIONS .....</b>	<b>8</b>
<b>11.2</b>	<b>INTERPRETATION.....</b>	<b>9</b>
	<b>ANNEXURE A - SCOPE OF WORKS .....</b>	<b>10</b>



## Introduction

DADAA is seeking responses from ITC providers to support our growing ITC needs across sites teams to maximise the iteration of a multi-system operating environment.

DADAA is a unique Arts and Disability organisation, an NDIS Provider, a Health Provider and a Community Arts organisation operating across 1/3 of Australia. This combination of disciplines and practices makes DADAA what it is.

DADAA was formed 26 years ago in response to the expressed desire of a group of artists with disability who wanted an Arts organisation that focused on their access and development needs and would support them to explore their culture through a disability lens.

Today that vision encompasses three arts hubs in Fremantle, Midland and Lancelin. There are over 120 staff, most of which are part-time or casual. As a unique Arts and Disability organisation, DADAA operates across 1/3 of Australia, building complex and unique relationships with communities, artists, multiple arms of the Government, the arts sector, philanthropic bodies and the corporate sector.

DADAA supports many regional communities with a current focus on Geraldton and its surroundings. Internationally DADAA has been working with Arts and Health South Africa, supporting long term partnerships in the UK and Hong Kong and new projects emerging in Japan.

DADAA seeks to gain a more detailed understanding of the supplier market and the range of solutions that may be available.

## Structure of the Invitation

This Invitation comprises the following sections:

- Introduction – contains an overview of the structure of the documents.
- Part A – “The Invitation.”
  - Part A.1 – “About this Invitation” provides establishment details about the procurement opportunity; and
  - Part A.2 – “Overview of Requirements” describes the goods and services the organisation invites EOIs from interested parties.
- Part B – “Conditions of Participation” sets out the rules applying to the EOI process to supply goods and services.
- Part C – “Invitee’s Response” details the information to be provided by Invitees. Part C may include templates to be completed.
- Annexure A – Scope of Work



## Part A - The Invitation

### Part A.1 About this Invitation

Organisation name:	DADAA Ltd
EOI title:	DADAA Ltd Information Technology Supply of Goods and Services
EOI reference number	1
Organisation Contact	Christabel Davies
Contact Details	<a href="mailto:tender@dadaa.org.au">tender@dadaa.org.au</a>
Lodgment & Registration Details	<p>Address EOI submission to 'Evaluation Committee'</p> <p>The EOI application needs to be presented in a <b>WORD</b> document only. PDF documents will <b>NOT</b> be accepted. Documents must be virus checked before lodgment.</p> <p>Email to: <a href="mailto:tender@dadaa.org.au">tender@dadaa.org.au</a></p> <p>Please ensure that you register your details at this email address to ensure you are kept informed of any changes that may arise.</p>
Indicative Timeline	Please note: this timetable provides Invitees with an indication of the timing of the EOI process. The timeline is indicative only and may be changed by the organisation in accordance with clause 5.1 of Part B.2.
Invitation Issued	7 <sup>th</sup> February 2022
Date for Final Submission	7 <sup>th</sup> March 2022. 5:00 pm (Western Australian Standard Time)
Shortlisted EOI Submissions	14 <sup>th</sup> March 2022
Evaluation Completion Date	18 <sup>th</sup> March 2022
Evaluation Criteria	<p>An Invitee's response will be evaluated against:</p> <p>Response to stated specified criteria contained within Scope of Works "Annexure A" (NOTE: any submissions received that do not address the requirements contained within Annexure A will not be evaluated.)</p> <p>The evaluation criteria are identified in the table below; and the overall proposition presented in the Invitee's response.</p>
Mandatory Requirements	As per DADAA Ltd Information Technology Scope of Works ("Annexure A")
Other Evaluation Criteria	<p>Help Desk</p> <p>Server Maintenance</p>



---

Running Reviews and Audits

Capacity to work across diverse operating systems.

Experience with IT planning, review, advice and implementation.

The invoice process provides clarity conciseness accurately reflects work undertaken, the requestor of work, and the value of work undertaken.

Training – capacity to provide ad hoc training, FAQ guide.

---

## **Part B – Conditions of Participation**

### **Part B.1 - DADAA Ltd's Specific Requirements**

#### **1 Invitation**

##### **1.1 Invitation**

This Invitation is not an offer. It is a formal request for Invitees to submit an Invitee's response to supply goods and services in response to the organisation's requirements in "Annexure A" Scope of Works. Nothing in this Invitation is to be construed as creating any binding contract to supply goods and services (express or implied) between the organisation and any Invitee.

##### **1.2 Accuracy of Invitation**

The organisation does not warrant the accuracy of the content of this Invitation and will not be liable for any omission from the Invitation documents.

##### **1.3 Additions and amendments**

The organisation reserves the right to change any information or issue an addendum to this Invitation.

##### **1.4 Availability of additional materials**

Additional materials (if any) may be accessed in the manner set out in Part A.1. Invitees should familiarise themselves with the additional materials.

##### **1.5 Representation**

No representation made by or on behalf of the organisation in relation to this Invitation (or its subject matter) will be binding on the organisation unless the representation is expressly incorporated into any contract(s) ultimately entered into between the organisation and an Invitee.

##### **1.6 Licence to use Intellectual Property Rights**

Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only to prepare an Invitee's response. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the Invitees by or on

On behalf of the organisation in connection with the EOI Tender process are owned by (and will remain the property of) the organisation except to the extent expressly provided otherwise.



## **2 Communication**

### **2.1 Communication Protocol**

All communications relating to this Invitation and the Expression of Interest Tender process must be directed to email [tender@dadaa.com.au](mailto:tender@dadaa.com.au).

### **2.2 Requests for Clarification**

Any questions or requests for clarification or further information regarding this Invitation or the EOI Tender process must be submitted to the organisation contact in writing at least five working days before the EOI Tender closing time.

The organisation is not obliged to respond to any question or request for clarification or further information.

The organisation may make available to other prospective Invitees details of such a request together with any response, in which event those details shall form Part of this Invitation.

### **2.3 Unauthorised communication**

Communications (including promotional or lobbying activities) with the organisation's or consultants assisting the organisation with the EOI Tender process is not permitted during the EOI Tender process except as provided in Clause 2.1 above, or otherwise with the prior written consent of the organisation contact.

Nothing in this Clause 2.3 is intended to prevent communications with staff or consultants to the organisation to the extent that such communications do not relate to this Invitation or the EOI Tender process.

The invitee must not engage in any activity or obtain or provide improper assistance that may be perceived as or that may have the effect of influencing the outcome of the EOI Tender process in any way. Such activities or aid may, in the absolute discretion of the organisation, lead to the disqualification of an Invitee.

### **2.4 Anti-competitive conduct**

Invitees and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other Invitee or person in relation to the preparation, content or lodgement of their Invitee's response. In addition to any other remedies available to it under law, the organisation may, in its absolute discretion, disqualify an Invitee that it believes has engaged in such collusive or anti-competitive conduct.

### **2.5 Consortia and Trustees**

Where the Invitee is a member of a consortium, the Invitee's response must stipulate which parts of the goods and services that each entity comprising the consortium would provide and how the parties would relate to each other to ensure the full provision of the required goods and services. All consortium members are to provide details relating to their legal structure and, where applicable, provide details of their special purpose vehicle established for supplying the goods and services.



## 2.6 Complaints about this Invitation

An Invitee with a complaint about this Invitation or the EOI process which has not been resolved in the first instance with the project manager must contact [tender@dadaa.org.au](mailto:tender@dadaa.org.au) in the first instance.

## 3 Submission of an Invitee's response

### 3.1 Lodgement

The Invitee's response must be lodged by the EOI Tender closing time. In its absolute discretion, the organisation may extend the closing time by providing notice to Invitees.

The organisation will record all invitees' responses lodged after the EOI Tender closing time. The organisation's determination as to the actual time the Invitee's response was lodged is final.

Where this Invitation requires or permits Invitees' responses to be lodged via the internet through the email nominated at Part A.1, Invitees are deemed to accept the online user custom agreement applying to that website. They must comply with the requirements set out on that website.

Where this Invitation requires or permits the Invitee's responses to be lodged in hard copy, packages containing the Invitee's response must be marked and lodged as set out in Part A.1. Failure to do may result in disqualification from the EOI Tender process.

### 3.2 Late Invitee's Response

If an Invitee's response is lodged after the EOI Tender closing time, it will be disqualified from the EOI Tender process and will be ineligible for consideration unless:

- the Invitee can clearly document to the satisfaction of the organisation that an event of exceptional circumstances caused the Invitee's response to be lodged after the EOI Tender closing time; and
- the organisation is satisfied that accepting a late submission would not compromise the integrity of the EOI Tender process.

The organisation will inform an Invitee whose response was lodged after the EOI Tender closing time as to whether the Invitee's response is ineligible for consideration.

### 3.3 Providing an Invitee's Response

It is the Invitee's responsibility to:

- understand the requirements of this Invitation, the EOI process and any reference documentation;
- ensure that their Invitee's response is in the correct format, complies with all requirements of this Invitation and is accurate and complete;
- make their own enquiries and assess all risks regarding this Invitation and the EOI Tender process;
- ensure that it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in this Invitation; ensure that they comply with all applicable laws regarding the EOI Tender process;



be responsible for all costs and expenses related to the preparation and lodgement of its Invitee's response, any subsequent negotiation, and any future process connected with or relating to the EOI Tender process.

### **3.4 Obligation to Notify of Errors**

If an Invitee identifies an error in their Invitee's response (excluding clerical errors, which would have no bearing on the evaluation), they must promptly notify the organisation.

The organisation may permit an Invitee to correct an unintentional error in its Invitee's response where that error becomes known or apparent after the EOI Tender closing time, but in no event will any correction be permitted if the organisation reasonably considers that the correction would materially alter the substance of the response.

### **3.5 Use of an Invitee's Response**

Upon submission, all Invitee's responses become the property of the organisation. The Invitee will retain all ownership rights in any Intellectual Property Rights contained in the Invitee's response. However, each Invitee, by submission of their Invitee's response, is deemed to have granted a licence to the organisation to reproduce the whole or any portion of their Invitee's response to enable the organisation to evaluate their Invitee's response.

### **3.6 Withdrawal of an Invitee's response**

An Invitee who wishes to withdraw a previously submitted response must immediately notify the organisation of the fact. Upon receipt of such notification, the organisation will cease to consider the Invitee's response.

### **3.7 Status of Invitee's Response**

Each Invitee's response constitutes a non-binding proposal by the Invitee to the organisation to provide the goods and services required under and otherwise to satisfy the requirements in accordance with Part B of this Invitation.

### **3.8 Disclosure of EOI Tender Contents and EOI Information**

The Invitee's responses will be treated as confidential by the organisation. The organisation will not disclose the information contained in an Invitee's response, except:

- as required by law (including, for the avoidance of doubt, as required under the Freedom of Information Act 1982 (WA));
- for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- to external consultants and advisers of the organisation engaged to assist with the EOI Tender process;
- to other government departments or organisations in connection with the subject matter of the EOI Tender process; or
- general information from Invitees is required to be disclosed by government policy.

### **3.9 Capacity to Comply with the Overview of Requirements**

Scope of Works "Annexure A" details the organisation's requirements for the goods and services the subject of this Invitation. The assumption is that each Invitee will be capable of providing all of the goods and services in full. Where an Invitee believes it will not be capable of providing all the



goods and services in full or will only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their Invitee's response.

Invitees who are invited to participate in subsequent EOI Tender processes (should such eventuate) will be provided with a full specification for the relevant goods and services at that time.

## **4 Evaluation**

### **4.1 Evaluation process**

Invitee's responses will be evaluated in accordance with the evaluation criteria stipulated in Part A.1.

An Invitee's response will not be deemed unsuccessful until the Invitee is formally notified of that fact by the organisation.

The organisation may, in its absolute discretion:

- reject any Invitee's response that does not include all the information requested or is not in the format specified in Part A.1;
- after concluding a preliminary evaluation, reject any Invitee's response that in its opinion is unacceptable;
- disregard any content in an Invitee's response that is illegible and will be under no obligation whatsoever to seek clarification from the Invitee;
- disqualify an incomplete Invitee's response or evaluate it solely on the information contained within it;
- alter the structure and the timing of the EOI Tender process; and
- vary or extend any time or date specified in this Invitation for all Invitees.

## **5 Next Stage of the EOI Tender Process**

### **5.1 Options Available to the Organisation**

After evaluating all Invitee's responses, the organisation may, without limiting other options available to it, do any of the following:

- prepare a shortlist of Invitees and invite further offers from those Invitees;
- conduct a subsequent procurement process calling for the goods and services or any similar related goods and services;
- enter into pre-contractual negotiations with one or more Invitees;
- decide not to proceed further with the EOI Tender process or any other procurement process for the goods and services; or
- commence a new process for calling for Invitee's responses on a similar or different basis to that outlined in the original Invitation.

## **6 No Legally Binding Contract**

Being shortlisted does not give rise to a contract (express or implied) between the preferred Invitee and the organisation. No legal relationship will exist between the organisation and a preferred Invitee relating to the supply of goods and services unless and until such time as a binding contract is executed by both parties.



## 7 Invitee Warranties

By submitting an Invitee's response, an Invitee warrants that:

- in lodging its Invitee's response, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in the Invitation documents;
- it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the organisation to Invitees for the purposes of submitting an Invitee's response;
- it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Invitee's response;
- it otherwise accepts and will comply with the rules set out in this Invitation; and
- it will promptly provide additional information as requested by the organisation to clarify any matters in the Invitee's response.

## 8 Organisation Rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the organisation reserves the right, in its absolute discretion at any time, to:

- vary or extend any time or date specified in this Invitation for all or any Invitees; or
- terminate the participation of any Invitee or any other person in the EOI Tender process.

## 9 Governing Law

This Invitation and EOI process is governed by the laws applying in the State of Western Australia. Each Invitee must comply with all relevant laws in preparing and lodging its Invitee's response and taking part in the EOI Tender process.

## 10 Interpretations

### 10.1 Definitions

EOI Tender closing time	means the time specified in Part A.1 by which the organisation must receive the Invitee's responses.
EOI Tender process	means the process commenced by issuing an Invitation for Invitee's responses and concluding upon either early termination of the process or a subsequent procurement process.
Goods	means the products required by the organisation as set out in Part A.2.
Intellectual Property Rights	includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know-how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.



Invitation	means the opportunity set out in each of the documents identified in the Introduction to this Invitation, including this Part B.2, the EOI Tender process and any other documents designated by the organisation.
Invitee	means a person who submits an Invitee's response.
Invitee's response	means a document lodged by an Invitee in response to this Invitation containing a proposal to provide goods and services.
Item	means an item of this Invitation.
Organisation	means the government department or agency issuing this Invitation. In the case of an aggregated demand, the organisation is the lead agency issuing this Invitation
Overview of requirements	means the overview of requirements set out at Part A.2.
Part	means a Part of this Invitation.
Executive Director	means the person so designated at Part A.1.
Representative	means a party and its agents, servants, employees, contractors, associates, Invitees, and anyone else responsible for that party.
Services	means the services required by the organisation as stipulated in Part A.2.
State	means the State of Western Australia.

## 10.2 Interpretation

In this Invitation, unless expressly provided otherwise:

- the singular includes the plural and vice versa;
- a reference to:
  - 'includes' or 'including' means includes or including without limitation; and
  - '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia; and
  - if a word or phrase is defined, its other grammatical forms have corresponding meanings.



## **Annexure A - Scope of Works**

DADAA (“Disability and Diversity Arts Australia”) is a not for profit organisation providing support and access pathways in Arts.

### **PURPOSE OF SCOPE**

To provide information technology services to DADAA Ltd as defined within the Scope of Works.

### **INTERNET**

National Broadband Network (NBN) service at Fremantle, Midland and Lancelin DADAA Ltd hubs. 4GX devices are installed in the event of NBN failure. Existing CISCO Meraki UTM devices suited to the speeds of NBN fibre together with 4GX. Netgear Nighthawk 4GX – Midland. CISCO Meraki (installed 2017) UTM devices with self-managed VPN between all sites.

### **RESPONSIBILITIES**

Support will be to all DADAA Ltd hub locations at Fremantle/Midland/Lancelin and Geraldton, together with remote access support for roaming users.

### **INFORMATION TECHNOLOGY SERVICES**

Support/Administer/Respond to network and data security, including establishing and maintaining firewalls, virus protection and email security—ongoing daily monitoring and testing for security/vulnerabilities.

Patch management (high priority patches). Inclusive of patch and security updates applied to Microsoft Office applications and suites – desktop, AppleMac and laptop computers. Managing and immediately responding to alerts generated when a status change is identified in collaboration with the Executive Director.

Anti-virus software/support (in line with NDIS current standards)

Anti-malware software/support (in line with NDIS current standards)

Anti-spam software/support (in line with NDIS current standards) inclusive of protection against fraudulent emails requesting bank details.

Data Breach – Identify, contain and take action in collaboration with DADAA Ltd’s Executive Director to protect infrastructure and data on devices owned by DADAA Ltd. Ensure such data breaches are reported to the Office of the Australian Information Commissioner.

Provide all operational support to maintain/repair/upgrade DADAA Ltd server in consultation with DADAA Ltd on-site and remotely.

Daily monitoring backups with the inclusion of a regular weekly system backup. The time period for undertaking system backup’s variable at the discretion of DADAA Ltd.

All aspects associated with disaster recovery of data/information.

Identification and resolution of support incidents and problems that relate to managed server devices.



Provision of a software service agent for server monitoring of each of the DADAA Ltd's managed servers, disk space/capacity, memory and processor usage and health status.

Monitoring alerts are generated when the status of a device changes. This service includes any monitoring required outside of the service provider's standard office hours.

Respond and rectify identified issues in consultation with Executive Director.

Maximisation of Cloud (One drive for Business). Cloud base storage platform for DADAA Ltd's electronic systems. As required, migrate DADAA Ltd information from the server to Cloud.

Provide all operational support to maintain/repair/upgrade Wi-Fi, NBN Broadband network. Inclusive of installation and configuration of wireless networking equipment when required remotely and onsite.

Monitor and, as required, install and update network system improvements. Identify and resolve any incidents and problems that have or could impact the operation of the networking devices both remotely on onsite.

Oversee troubleshooting for Information Technology system errors and resolution. This includes regular audits of licensing used by DADAA Ltd and decommissioning surplus to needs licenses in consultation with DADAA Ltd.

As required by DADAA Ltd, assist with design, licensing, implementation and support of software and ongoing upgrades. Source and obtain software subscriptions donated under the Microsoft Not for Profit program.

Assist DADAA Ltd to integrate and update company technology to current Information Technology standards, ensuring maximum optimisation of systems and equipment.

Respond to Information Technology issues inclusive of hardware maintenance, software and networking.

Provide remote access support to roaming users.

Remote Desktop Services (RDS) use on all platforms, including Windows, MAC, IOS and Android.

Evaluate connectivity issues to equipment/software and take remedial action in consultation with DADAA Ltd.

Ensure mechanism in place to enable information technology disaster recovery of DADAA Ltd systems and content inclusive of third party partners as advised by DADAA Ltd (e.g. NDIS).

Archive and backup data on all Information Technology platforms used by DADAA Ltd.

Provide support to DADAA Ltd's equipment that is outside of warranty.

Provision of a software service agent for monitoring each of DADAA's desktops, laptops, Apple Macs for disk space/capacity and health status. Monitoring and responding to alerts in the event of device status change.

Provide monthly progress report to Executive Director or an appointed representative highlighting support provided, firewall or malware compromise or any other matter DADAA Ltd specifically seeks reporting.



Provide helpdesk and technical support either by telephone, remote access or site visit within specific timeframes (e.g. 1 hour) of service request. Identification and resolution of Incidents and Problems that have or could impact the operation of the desktop or laptop computer. Connection of smartphones and tablets to corporate email and corporate wi-fi networks. Provide a single point of contact for reactive support.

### **SUPPORT HOURS**

SPECIFIED TIME	SUPPORT DESCRIPTION
Monday to Friday 8.00 am to 5.00 pm WST	Help desk/technical – inclusive of server, backups, backup restore, virus/malware attacks/on-call support

Set up equipment for new users and employees. Inclusive of desktops/laptops/Apple Mac /tablets and telephones. Demonstrated Apple Mac support experience. Including but not limited to email access, email creation, modification and deletion of accounts, basic group and folder structure implementation, the configuration of smartphones or tablets to connect to the DADAA Ltd's email or wi-fi systems.

Enable authorised DADAA Ltd personnel permission to access the content of share drives/email accounts/create and establish email mailing lists and any other access as DADAA Ltd determines (clear and workable access parameters for staff – specifically regional locations).

Ensure DADAA Ltd server/software and plugins are compatible with NDIS systems, Flowlogic, SMS (Federal data collection tool), WebDeveloper, MYOB and other platforms as advised by DADAA Ltd. Work collaboratively with DADAA Ltd's third-party providers to resolve technical issues or provide advice.

Provide network printing support both on-site and remotely. Identify and resolve print incidents.

IP Te (3CX) Support and identification and resolution of incidents as they arise, which could impact the operation of the 3CX VOIP system

### **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

The service provider will ensure the Confidentiality of all DADAA Ltd, National Disability Insurance Scheme (NDIS) together with any future programs and their associated content held either on the server or within the Cloud. All intellectual property ownership remains the property of DADAA Ltd.

### **INSURANCE**

Evidence of current insurance certificate that provides Insurance cover for:

- Professional Indemnity \$5m;
- Public Liability \$20m;
- Workers' Compensation; and
- Technology (Cyber) Liability.

The risks covered by Technology (Cyber) Liability insurance include the Information Technology Service Provider's legal liability following a "cyber-attack" for claims arising from:



## **RANSOMWARE**

- The public disclosure of personal or corporate information (inclusive of both DADAA Ltd's and National Disability Insurance Scheme ("NDIS"));
- Liability, loss of, damage or destruction to any property (including data) whilst in the care, custody or control of the Information Technology Service Provider;
- a breach of confidentiality or privacy;
- any act or omission by an unauthorised person or entity resulting in loss of, damage or destruction to the computer system (including hardware, software and data) owned or used by the Information Technology Provider or DADAA Ltd.

## **SCHEDULE OF COSTS**

Provide hourly rate alongside activity and option of capping costs. Cost summary encompassing outside of normal operating hours cost assistance.

Define and attribute cost to:-

- Timeframes and estimated number of hours required to complete each component of service requests;
- Critical issues cost breakdown;
- Management of server (including onsite health check), backup and monitoring, server patch management;
- Desktop monitoring and patch management;
- Trend security per desktop/user;
- Office 365 Backup for exchange;
- Restoration to individual messages, calendar appointments or complete mailboxes;
- Unlimited email retention
- 6 Daily snapshots per day.

## **FINANCIAL CAPABILITY**

Financial due diligence to meet the obligations of the contract during the period specified.

## **PERIOD OF CONTRACT**

The Agreement will remain in place for 12 months as specified under the contract terms and will include a 6-month review between the service provider, and DADAA Ltd. Either Party may terminate this Agreement without cause by giving 90-calendar days written notice to the other Party. Service Provider must return to DADAA Ltd, as soon as practicable after termination, any material obtained or created by (or on behalf of) the DADAA Ltd in the course of providing the Agreement Services, including all Confidential Information.