



*Lifestyle Capital of Victoria*

*Request for Tender*

**Provision of Specialist Customer and Digital Transformation Services 2020-2023**

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*Contract No. CN10436*

**Part B**

1. Specifications
2. Consultancy Agreement

# 1. Specifications

## 1.1 Purpose and Scope of Contract

The primary purpose of this Tender is to appoint a panel of consultants to provide specialist services as required.

## 1.2 Service Specification and Requirements

### 1.2.1 Transformation and Technology Strategy and Delivery

- Ability to provide strategic consulting advice and develop documents for broad technology and business transformation
- Ability to undertake strategic business systems analysis and develop functional requirements
- An understanding of current technology trends and how they apply to local government
- Experience in all stages of IT project implementation using formal project management methodologies such as PRINCE2, PMBOK, as well as agile delivery methods
- Experience in designing transformation programs and governance models
- Experience in designing and implementing operating models
- Experience in developing project specifications and tender documents
- An understanding of and experience in undertaking organisation change management

### 1.2.2 Business Process Transformation and Digitisation

- Business Process Transformation strategy
- Process Architecture design and delivery
- Lean and Six Sigma capability and capacity for delivery, including Process Re-Engineering
- Ability to provide quality business analysis, including: business process mapping, modelling and improvement; business requirements development; business case development; evaluation of alternative business strategies / programs; financial analysis; cost/benefit analysis; financial modelling; KPI development; business and cost driver analysis; and tender preparation
- Business Process Management Notation 2.0 proficient
- Experience with Process Modelling software (e.g. Signavio or equivalent)
- Experience with designing and deploying Process Automation tools across an enterprise
- Experience with designing and deploying universal process workflow solutions
- Advanced Excel and process flowcharting skills with the ability to work with large amounts of data and to generate sound business models
- Excellent interpersonal and communication skills that facilitate effective stakeholder engagement and business partnering

### 1.2.3 Customer Experience and Strategy

- Customer experience research and strategy
- Customer Experience and Human Centred Design

- Customer journey mapping
- Customer insights and analysis
- Organisational customer experience/service culture
- Customer training needs analysis, strategy and delivery

### **1.3 Definitions**

In all the Specifications the following definitions apply unless expressly stated:

- 1.3.1 “Capital Works” means projects that broadly involve the planning and construction of new assets and infrastructure or the improvement of existing assets and infrastructure based on Council’s annual program.
- 1.3.2 “Contract Supervisor” means Council’s representative named in the General Conditions of Contract.
- 1.3.3 “Contract Documents” means the documents specified in the General Conditions of Contract.
- 1.3.4 “Contract” means this Contract as evidence by the Contract Documents.
- 1.3.5 “Contractor’s Representative” the Contractor’s representative name in the General Conditions of Contract.
- 1.3.6 “Contractor” means the party specified in the General Conditions of Contract.
- 1.3.7 “Council” means Frankston City Council.
- 1.3.8 “Month” means one calendar month.
- 1.3.9 the “Services” means –
  - (a) The performance of services in accordance with the Contract; and
  - (b) All other things required to be done under the Contract.

As outlined in the Contract Documents and includes any matters reasonably inferred from the nature of the Services and the Contract Documents.

### **1.4 Contract Term**

The proposed Contract Terms being:

- Initial Contract Term is three (3) years
- No Contract Extension is applicable for this contract.

## **1.5 Working Hours**

- 1.5.1 The Contractor must liaise with the Contract Supervisor to ensure that all maintenance and Works carried out under the Contract is coordinated with other operations of Council, and to allow for Works to be maintained and carried out with minimal disruption to users, occupiers and staff of the Sites.
- 1.5.2 The Contractor will generally provide the service between the hours of 7.30am to 5.00pm, Monday to Friday. This, however, will depend upon the type of Works to be undertaken and the possible disruption to users and staff.
- 1.5.3 The Contractor may be required to work outside the above hours and days on occasion, depending on the stage of the project, such as Go Live.

## **1.6 Supervision & Inspection**

- 1.6.1 The Contractor shall carry out the work as required in the Specifications and to the satisfaction of the Contract Supervisor.
- 1.6.2 The Contractor is required to give the Contract Supervisor, or any other person authorised by the Council, access to the work, and provide every reasonable access to information and documentation necessary for the inspection and supervision of any services under this Contract.

## **1.7 Child Safety Standards**

- 1.7.1 Frankston City Council is a Child Safe Organisation and is committed to the health, safety and wellbeing of all children and to protecting them from child abuse.
- 1.7.2 The Contractor must comply (where required) with the Victorian Child Safety Standards.
- 1.7.3 Council requires Working with Children Checks to be completed by all staff (including any subcontractor's staff, consultants, volunteers, replacement or additional staff) that have direct contact with children. Checks must be kept up to date. All personnel working in direct contact with children must have an understanding of the Children's Service Act, Working with Children Act and the Victorian Child Safe Standards.

## **1.8 Disruptions**

- 1.8.1 The work shall where possible minimise interference with normal activities and operations of staff.

## **Contractor Staff & Sub-contractors**

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### **1.9 Qualifications and Training of Staff**

- 1.9.1 The Contractor is required to employ staff who have the required qualifications, skills and experience to effectively carry out the day to day Works as specified.
- 1.9.2 It is the Contractor's responsibility to ensure that all staff and other persons engaged by the Contractor have current qualifications, licences and are employed on conditions compliant with all applicable legislation relevant to the tasks being performed.
- 1.9.3 The Contractor must ensure that all staff receive ongoing training to meet the requirements of OH & S. The Contractor is to meet the costs of this training.
- 1.9.4 Council reserves the right to conduct Police checks on any staff engaged in providing Works under the Contract.
- 1.9.5 A list of all nominated sub-contractors and staff must be provided prior to the commencement of the Contract and updates provided within seven days of any changes.
- 1.9.6 The Contractor must provide and maintain approved records of individual members of staff and must make such records available to the Contract Supervisor upon request. Such records must include details of all training and qualifications and other details relevant to the performance of the Works.
- 1.9.7 Key Contractor staff are to attend an initial induction of Council's main facilities. These staff must then induct all other staff and sub-contractors used for the Works under this Contract on an on-going basis throughout the life of the Contract. A record of all inductions is to be made available to Council on request.
- 1.9.8 The Contractor must have at least one member of its work complement possessing a Level 2 First Aid qualification or equivalent on a Site while undertaking Works.

### **1.10 Control and Supervision of Staff**

- 1.10.1 The Contractor shall use as far as practicable the same staff for all work at the Site and ensure that all personnel attending the Site are familiar with the layout and location of all plant and equipment.
- 1.10.2 The Contractor's site management, programming and program control reporting, quality control and methods of work must be supervised daily by a competent and experienced Contractor's Representative acting in a management position. This Representative must possess proven experience in staff supervision and control and shall be dedicated to the Council Contract.

- 1.10.3 The Contractor must appoint a person to be the Contractor's Representative at least seven (7) days prior to the commencement of the Contract, and advise the Contract Supervisor of the identity of this person.
- 1.10.4 The Contractor must ensure that staff gives all reasonable assistance to the Contract Supervisor in the investigation of complaints, disciplinary matters involving the Contractor's staff, claims for damages and other matters, including investigation and prosecution of criminal offences.
- 1.10.5 The Contractor will nominate, prior to commencing the Contract, at least two (2) senior staff who can be contacted by the Contract Supervisor in the event of an emergency.

### **1.11 Staff Responsibilities and Presentation**

- 1.11.1 The Contractor must ensure that their staff and sub-contractors carry out their duties and wear appropriate identification.
- 1.11.2 The Contractor's staff and sub-contractors must have identification cards with photos for ease of identification.
- 1.11.3 The Council may require the Contractor to remove within twenty-four (24) hours any person employed by the Contractor who, the Contract Supervisor reasonably believes has been involved in serious misconduct.
- 1.11.4 Serious misconduct includes neglect of duty, theft, assault (physical or verbal), falsification of records, intoxication, and non-compliance with Health and Safety Regulations. Such persons must not be re-employed by the Contractor without the approval of the Contract Supervisor.

### **1.12 Prohibitive Substances**

- 1.12.1 The Contractor must ensure that no employee, agent or sub-contractor of the Contractor:
  - (a) Consumes any alcohol;
  - (b) Smokes;
  - (c) Is intoxicated; or
  - (d) Is under the influence of any drug which could impede his or her ability to safely or efficiently perform their duties;

while engaged in the performance of the Works or any related activities.

## **Meetings, Reports & Records**

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### **1.13 Meetings**

- 1.13.1 Throughout the duration of the Contract, regular site meetings with the Contract Supervisor or other members of Council will be required, to collectively monitor the performance of the Services.
- 1.13.2 The Contract Supervisor may from time to time also call additional meetings at their discretion.

### **1.14 Customer Complaints**

- 1.14.1 If the Contractor receives any complaint concerning any failure by the Contractor's employees or sub-contractors in respect to its performance of the Works, the Contractor must:
  - (a) Initiate investigations of all complaints within two (2) days;
  - (b) Advise the Contract Supervisor of the result of the investigation and rectification actions within four (4) days of the receipt of each complaint;
  - (c) Provide a summary report of all complaints, requests and enquires on a monthly basis to the Contract Supervisor; and
  - (d) Ensure that staff fully assist the Contract Supervisor in the investigation of complaints.
- 1.14.2 All customer complaints received by Council in relation to this Contract will be referred to the Contractor for action in a manner to be determined and advised by the Contract Supervisor.
- 1.14.3 In the event of a dispute as to whether a breach of the Contract has occurred of the type referred, the Contract Supervisor's determination shall be final and conclusive.
- 1.14.4 The Contractor must respond in writing to all communications made to it by the Council or the Contract Supervisor in written form within five (5) Working Days. "In writing" and "written" includes electronic or "hard copy" form.

### **1.15 Record Management**

- 1.15.1 The Contractor must maintain records pursuant to the Contract including but not limited to:
  - (a) All complaints, requests and queries received in respect of its performance of the Works;
  - (b) The results of any investigations made into complaints;

- (c) Any accidents or other incidents where a possibility of injury to staff, other persons or property damage arose;
  - (d) Any breach of this Specification by the Contractor;
  - (e) The implementation of the OH&S Management System; and
  - (f) Any other information reasonably requested by the Contract Supervisor.
- 1.15.2 The Contractor must manage on behalf of the Council, the records, documents and files relating to Works from the commencement date of the Contract.
- 1.15.3 All requests made pursuant to the Freedom of Information Act (Vic) (1982) must be referred to the Council's Freedom of Information Act Officer. Any information in relation to this Contract will remain under the ownership of Council and must not be disclosed to any third parties.
- 1.15.4 All supporting technical documentation, management and database or any related information must be provided to Council if requested (this obligation shall survive the expiry or termination of this Contract).

## **1.16 Reports**

- 1.16.1 The Contractor must provide to the Contract Supervisor the following reports:
- (a) Weekly Project Status report;
  - (b) Any other areas required under the Contract;
  - (c) All complaints, requests and customer feedback made by customers, including any investigation results and outcomes;
  - (d) Achievement of the Contractor's methodology in delivering the Contract, and any variations, including an explanation of the reasons for such variations;
  - (e) Legislative and regulatory compliance reports;
  - (f) Other reasonable information required by the Contract Supervisor; and

in a format requested by the Contract Supervisor.

## **1.17 Incident Reports**

- 1.17.1 The Contractor must notify the Council immediately, and follow up with a written report when practicable, of any incident involving:
- (a) Occupational Health and Safety issues;
  - (b) Significant property damage or personal injury;
  - (c) Breaches of Local Laws;



- (d) Criminal Activity; or
- (e) Any other matter that may lead to litigation or otherwise adversely affect the interests of Council.

1.17.2 The report must include the date, time and location of the incident, together with photographs where practical.

### **1.18 Variation to Schedule of Rates**

1.18.1 The tendered Schedule of Rates shall remain for the duration of the Contract.

### **1.19 Initiation of Service**

1.19.1 Council will enter into a Schedule of Rates Contract with each panel member for the provision of work(s). However, the awarding of work(s) under the Schedule of Rates for each project will require quotations (in line with Council's quotation requirements) from empanelled suppliers and a Purchase Order raised at a time of order.

1.19.2 Some engagements will require the provision of a project brief from Council and a Lump Sum Quotation response from the Contractor. All lump sum responses shall be submitted at the Contracted Schedule of Rates.

1.19.3 The Contract Supervisor will initiate relevant service by issuing a Purchase Order to the Contractor. If any inconsistencies exist between the Purchase Order conditions and that of the General Conditions of Contract then the General Conditions of Contract shall prevail.

1.19.4 The Contractor shall not undertake any Service prior to receiving a Purchase Order from the Contract Supervisor.

1.19.5 A Purchase Order shall include, though is not limited to the following:

1.31.5.1 The Contract number and the Schedule of Rates item(s) under which the contractor will be paid for the Service;

1.31.5.2 The location of the Works;

1.31.5.3 The time and details of the Service to be undertaken; and

1.31.5.4 Any special instructions with which the Contractor is to comply.

1.19.6 Variations to the specified scope of the Purchase Order shall not be undertaken by the Contractor without the Contract Supervisor's prior approval. Approval may be verbal with confirmation in the form of a variation to the Purchase Order provided by the Contract Supervisor.

### **1.20 Online Contract Management - VendorPanel**

- 1.20.1 If the contract is not initiated with online capability, it is anticipated that over the course of the Contract the Contract Management will transition to online.
- 1.20.2 At the introduction of online Contract Management, Contractors will be required to register onto the system at no cost to you and maintain the registration for the lifetime of the contract and/or system.
- 1.20.3 Where and when appropriate or requested, Contractors will be required to upload information to the online Contract Management System, which may include and is not limited to:
- a) Project brief/quote responses; and
  - b) Certificates of insurances.
- 1.20.4 If the Contractor does not maintain the requirements of the online contract management system Council reserves the right to suspend the Contractor from the panel.

## **1.21 Invoicing**

- 1.21.1 The Contractor must submit a separate invoice for each Purchase Order or payment stages as agreed at project commencement.
- 1.21.2 Contractors must forward tax invoices to Accounts Payable [accountspayable@frankston.vic.gov.au](mailto:accountspayable@frankston.vic.gov.au)
- 1.21.3 Invoices must include the following details:
- (a) Name of Council Officer requesting the service;
  - (b) Contractors name and company details;
  - (c) Contract number CN10436;
  - (d) Purchase Order number;
  - (e) An itemised account of the services/works provided;
  - (f) Stage payment charged in accordance with agreed process payments; and
  - (g) Any other information requested by Council.

## **1.22 Public Media and User Communications**

- 1.22.1 The Council and the Contract Supervisor will be responsible for publicity, media, public relations and marketing matters. The Contractor must refer all requests for information from the media to the Contract Supervisor.

## Performance Management Assessment

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### 1.23 Performance Management Criteria

- 1.23.1 The performance of the Contractor will be assessed on a monthly basis by the Contract Supervisor, in accordance with the Key Performance Indicators (KPI) set out in clause **Error! Reference source not found.**
- 1.23.2 The Contractor must achieve the following KPI's:
  - (a) Successful milestone delivery within 10 days of agreed Project Plan; and
  - (b) Acceptance of key documents by the Manager Business Transformation and / or Team Leader Project Management Office and / or Council subject matter experts within 10 days of request of document by Team Leader Project Management Office.
- 1.23.3 Failure to reach the required KPI's over three consecutive months will be considered a serious default by the Contractor and Council may at its absolute discretion terminate this Contract without financial penalty.
- 1.23.4 Failure to reach the required score over three consecutive months will be considered a serious default by the Contractor and Council may at its absolute discretion terminate this Contract without financial penalty.
- 1.23.5 Inspections and observations will be undertaken throughout the term of the Contract to gauge the overall performance of the Contractor.



*Request for Tender*

**Provision of Specialist Customer and Digital Transformation Services 2020-2023**

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*Contract No. CN10436*

## **Part B2**

Refer to separate document titled Consultancy Agreement

