



**FEDERAL COURT
OF AUSTRALIA**



RFT-2020-0019

FOR THE

**Provision of
Transcription, Recording and AV Support
and Maintenance Services**

**PART B
STATEMENT OF REQUIREMENTS**

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1 Introduction

The Customer seeks to establish a close working relationship with a Service Provider for the delivery of high quality Recording, Transcription and (optionally) AV Support and Maintenance Services, in which the Service Provider acts as a trusted adviser to the Customer in relation to the Services and offers holistic strategic advice on the Customer's requirements.

This Statement of Requirements (SOR) describes the respective responsibilities of the Service Provider and the Customer. It clearly defines the Services that the Service Provider must deliver, the performance standards that the Service Provider must meet, and the Contract management and performance management arrangements to ensure the success of the Contract.

In this SOR:

- > the 'Service description' outlines the Services required by the Customer;
- > the 'Trigger for this Service' sets out the circumstances in which the Service Provider must provide the Services to the Customer, FCA, FCC or FCoA;
- > the 'Location' describes where the Services must be delivered by the Service Provider;
- > the 'Customer's responsibilities' set out the Customer's responsibilities in relation to the Services, including provision of access to the Customer's Sites, Equipment and Facilities (see clause 15 of the Draft Contract) and provision of Customer Supplied Items (see clause 16 of the Draft Contract); and
- > the 'Service Provider's responsibilities' set out responsibilities of the Service Provider in relation to delivery of the Services.

For clarity, the Service Provider must, in relation to each of the Service Provider's responsibilities, meet or exceed the 'Performance Standard' and 'Performance Target' set out for the relevant responsibility.

Capitalised words (where they are not part of a section or subsection heading, references to sections, names or titles) are defined terms and have the meaning assigned to them in section 11 of this SOR or, if not defined in Defined in section 11 of this SOR, the Draft Contract.

[Note to Tenderer: The definitions may be consolidated into the Draft Contract.]

1.1 Critical Success Factors

The Service Provider will be delivering Services in a way that achieves the following Critical Success Factors:

- > Services delivered in a technologically contemporary environment and offer ongoing increasing value to the Customer whilst ensuring continuity in quality and delivery of Services;
- > Flexibility in delivery of Services to allow for complex Court Room environments;
- > Fosters a collaborative relationship that enables effective communication and performance management; and
- > Service Provider accepts responsibility for meeting Customer's objectives and delivers consistent quality of Services service levels.

1.2 Purpose of this SOR

The Customer has developed this SOR to provide:

- > a clear definition of roles and responsibilities between the Service Provider and the Customer;

- > clear and measurable service levels and KPIs to indicate what acceptable performance looks like;
- > an agreed framework for contract management and performance management; and
- > a clear escalation process for addressing performance issues.

1.3 Services required

The Customer is approaching the market for the provision of the following Services:

- > Recording and Transcription Services, which include
 - o Recording Services;
 - o In Court Monitoring Services;
 - o Transcription Services;
 - o Administrative Services;
 - o Transition Services; and
- > AV Support and Maintenance Services, including Transition Services (optional).

[Note to Tenderers: The provision of AV Support and Maintenance Services is optional. Tenderers can elect to tender for these services in their response to this RFT. However, it is the Customer's preference for AV Support and Maintenance Services to be provided under the same contract as the Recording and Transcription Services. Tenderers are invited to consider subcontracting these capabilities if not available in-house and detailing this in their response to this RFT.]

The Service Provider must provide the Services to the following courts:

- > the Federal Court of Australia (**FCA**), including Services for Proceedings heard by other courts, tribunals or judicial bodies in which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report)
- > the Family Court of Australia (**FCA**); and
- > the Federal Circuit Court of Australia (**FCC**).

The following organisations may also access the Services at their sole discretion and as required:

- > any other Users authorised by the Customer to use the Court Rooms.

2 Recording Services

2.1 Service Description

Recording Services provide high-quality audio recording files that enable the production of high-quality Transcripts. They are further providing Recording Equipment (including adequate redundancy of hardware, state of the art software, the ability to support In-Court Monitoring and all networking equipment/data links required to transfer the audio file to where it is centrally stored). The Service Provider is responsible for making sure the Recording Equipment is ready for recording, a recording feed is received and for the storage of the produced audio file in a non-proprietary, accessible format (eg mp3 or comparable).

2.2 Triggers for this service

The Customer will notify the Service Provider the day prior to the Customer requiring Recording Services by the Service Provider. This may be done by the Customer providing access to the Court List on the Customer's website, or as otherwise notified by the Customer, FCA, FCC or FCoA.

2.3 Locations where Recording Services are required

Locations to be serviced exclusively by the Service Provider:

- > Proceedings heard in Court Rooms at Court Locations as listed at Attachment A – Data Pack;
- > Proceedings heard in Court Locations and Circuit Locations by other courts, tribunals or judicial bodies for which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report); and
- > other locations (for example Hearing Rooms, meeting rooms etc which are not Court Rooms) within the buildings at Court Locations and Circuit Locations listed at Attachment A – Data Pack via portable Recording Equipment, which must be made available by the Service Provider.

Optional Recording Services to be provided by the Service Provider:

- > For those Circuit Locations where the Service Provider has designed and implemented a solution further described in item 2.5.6 in the table below, the Service Provider must (if requested by the Customer) also provide Recording Services for proceedings held by the Customer inside Court Rooms at those locations

Locations to be serviced non-exclusively (i.e. which may be serviced by other providers in addition to the Service Provider) include:

- > Remote FCA Proceedings which will include use of portable recording equipment provided by the Service Provider where engaged for those services;
- > Teleconferences where the Service Provider records the teleconference whether the call facilities are provided by the Customer or the Service Provider;
- > Videoconferences where the Service Provider records the videoconference whether the video call facilities are provided by the Customer or the Service Provider; and
- > Court Rooms where any other User is authorised to use the Court Rooms.

2.4 The Customer's responsibilities (out of scope for Service Provider)

- > Provide AV Infrastructure (including as specified in Attachment A – Data Pack) for access by the Service Provider for the performance of the Services.
- > Provide network cabling within Court Building (eg building cables between floors and from floor communications room into Court Room)
- > Facilitate access to AV Infrastructure for other providers if required
- > Provide accommodation requirements, including furniture and fixtures to enable Services be undertaken within Court Locations and Circuit Locations where Services are delivered (to be agreed), and for Remote FCA Proceedings where engaged for those Services.
- > Advise the Service Provider that Recording Services are required the day prior by 4.30pm. Currently notification for Recording Services for the FCA occurs via the Court Lists downloaded from the Customer's websites. Notification for Recording Services for the FCoA and FCC is currently by way of a daily work order.
- > Advise of any modification or cancellations that occur after the Court List for the next day has been made available. A booking may be modified or cancelled at least 30 minutes before scheduled commencement of Proceedings without financial penalty to the Customer.
- > Where the information is not available on the FCA's website, or another website notified by the Customer, provide the following information when ordering Recording Services:
 - Name of Matter
 - Matter Number
 - Type of Matter
 - Name of Judge(s) or Registrar
 - Court Room, Hearing Room or other location
 - Date and Time Proceedings are scheduled to commence
 - For FCA Proceedings and FCoA Appeals Division, if In-Court Monitoring Services are not required
 - Registry Contact details
 - Any special requirements.
- > Access to Recordings to be in accordance with Attachment D to this SOR

2.5 The Service Provider’s responsibilities (in-scope for Service Provider)

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
2.5.1	Booking of recording services	<ul style="list-style-type: none"> > For Court Locations: Design and implement a process for the Customer to order Recording Services up to 4.30pm on the Business Day preceding the Recording Services are required (this notification currently occurs by the Service Provider checking the Court List from the Customer’s website) > For Court Locations: Design and implement a process for ordering Recording Services that need to be delivered on the same day the order is placed > For Remote FCA Proceedings Locations: Design and implement a process for the Customer to order Recording Services up to 4.30pm five business days preceding the recording. > For Transcript orders placed by the Customer, Litigant, Non-Party or the Media, design and implement a process by which the Service Provider can identify that those parties have ordered a Transcript of the same Proceeding so that the cost for the Customer of the Recording corresponding to a Transcript order is credited to the Customer. This process is to apply retrospectively if the Court, a Litigant, Non-Party or the Media order a Transcript any time during or after the Proceeding 	All	Instances where a Recording Service at a Court Location was not provided for the full length of the Proceeding even though the Proceeding was listed in the Court List the day preceding the Proceeding	Nil instances Linked to performance consequence (see section 9.3)
				Instances where a Recording Service at remote locations was not provided even though the Service Provider was advised five business days in advance	Nil instances
2.5.2	Cancellation and modification of recording services	<ul style="list-style-type: none"> > Design and implement a process to modify and cancel bookings for Recording Services for up to 30 minutes prior to the scheduled commencement of the Proceeding without financial penalty for the Customer. 	All	Instances where the Customer was charged for a Recording even though the Service Provider was notified at least 30 minutes prior to the scheduled commencement of recording	Nil instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
2.5.3	Setup teleconference	<ul style="list-style-type: none"> > Provide a teleconference service enabling the Customer to dial into a telephone conference and for the teleconference to be recorded. This service should enable multiple parties to dial into a telephone conference. 	All	Dial-in details distributed to participants no later than 2 hours before the scheduled commencement time	98% of instances
				Instances where a Teleconference was not recorded in its entirety	Nil instances
2.5.4	Audio Monitoring and Start/Stop Recording	<p>The following tasks must be provided by the Service Provider staff completing In-Court Monitoring services (in FCA and FCoA Appeals Division). For Proceedings without In-Court Monitors, the Service Provider must design and implement a process to complete the following tasks remotely:</p> <ul style="list-style-type: none"> > Monitor if the Recording Equipment receives an audio feed from the AV Infrastructure; > Monitor if the Recording Equipment is correctly producing the audio file; > Immediately troubleshoot issues as they occur to ensure consistent quality of Recording; > Activate backup Recording systems; > Notify immediately the relevant Court Registry in the event Recording is likely to be compromised/not possible; > Design and implement a process for Customer personnel located in a Court Room to notify the Service Provider of changes to the start and/or end time for the Recording (eg when the Proceeding start or finish time is early or delayed); > Remote Audio Monitoring to Start/Stop Recording Remotely after notified (where In-Court Monitor present, they will perform the Start/Stop of Recording); and > Design and implement a process to physically indicate to people present in the Court Room that recording has started/ended. 	All	Instances where a Court Registry was not notified of an impact on the recording ability or the quality of the Recording within 15 minutes of the issue occurring	Nil instances
				Instances where the audio feed was not monitored for the entire length of a Recording	Nil instances
				Instances where a Proceeding was not recorded in its entirety	Nil instances
				Instances where the Customer was charged for recording time that occurred outside the actual time of the Proceeding	Nil instances
				Instances where recording took place but no Proceeding was ongoing	Nil instances
				Instances where people in a Court Room are not clear whether they are being recorded or not	Nil instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
2.5.5	Recording Equipment in Court Locations	<p>The Service Provider must:</p> <ul style="list-style-type: none"> > Provide all Service Provider Equipment necessary to record, or to interface with existing AV Infrastructure in order to record Proceedings, including state of the art recording software; > Provide Service Provider Equipment used for Recording that is capable of satisfactorily recording the voice of a person with a speech impairment. The Service Provider must ensure that the use of any special equipment or facilities is operated in such a way as to treat people with disabilities with courtesy and dignity; > If requested by a participant or the Customer for a certain Court Room, the Service Provider must provide Hearing Aid Loop integration; > Include all network (local area network and wide area network) and data links to transfer produced audio-files to storage facility independent of any Customer owned systems/networks; > Provide a backup Recording system, in case of Service Provider Equipment failure; and > Ensure all Service Provider Equipment can integrate with the Customer's video/teleconferencing facilities if available within a specific Court Room. 	All	Availability of recording equipment during normal Business Hours of recording operation	99.9%
				Instances where recording equipment failed and no adequate backup facility was available within 10 minutes	Nil instances
				Instances where Proceeding had to be Adjourned due to failure in recording equipment	Nil instances
				Instances where a Proceeding was not recorded in its entirety due to equipment failure	Nil instances
				Instances where Service Provider Equipment led to poor audio quality which negatively impacted the production of high-quality Transcripts	Nil instances
				Instances where recording equipment negatively and materially impacted the normal operation of the Customer	Nil instances
				Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 30 minutes of the end of a recording	90% of instances
2.5.6	Recording Equipment and Recording Services in Circuit Location	<ul style="list-style-type: none"> > Design a solution and implement a process for providing equipment necessary to record Proceedings at Circuit Locations; 	Circuit Locations	Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 30 minutes of the end of a recording	90% of instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > Ensure the Service Provider Equipment should include Recording Equipment in a self-contained unit that enables the recording and storage of high-quality audio files to produce high-quality Transcripts > Include a process for sound check (see paragraph 2.5.8 of this SOR) of this Recording Equipment > Ability to transfer produced audio files to same storage location as audio files produced in Court Rooms at Customer Locations > Currently the Customer's staff undertake recording at most Circuit Locations through the use of dictation recording device, with the audio uploaded by Customer's staff for transcribing > The Service Provider must provide training and documentation for Customer staff for the use of portable recording equipment. 		Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 24 hours of the end of a recording	100% of instances
				Instances where recording equipment led to poor audio quality which negatively impacted the production of high-quality Transcripts	Nil instances
				Instances where a Proceeding was not recorded in its entirety due to equipment failure	Nil instances
				A current and tested contingency plan to be in place to enable any Service Provider supplied equipment or any component part which fails to be replaced within 8 Business Hours of the failure being notified to the provider	99.9%
2.5.7	Portable recording equipment	<ul style="list-style-type: none"> > Provide all equipment necessary to record Proceedings outside of a Court Room at Court Locations, including Recording equipment and AV equipment in a self-contained unit that enables the recording and storage of high-quality audio files to produce high-quality Transcripts; > Have the ability to transfer produced audio files to same storage location as audio files produced in-Court; and 	All	Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 30 minutes of the end of a Recording	90% of instances
				Instances where an audio file was transferred to the storage location where in-Court produced audio files are kept within 24 hours of the end of a Recording	100% of instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > For FCA and FCoA Appeals Division, In-Court Monitors must operate any portable recording equipment in Proceedings where In-Court Monitoring Services are required, including in Court Locations where there is no Court AV Infrastructure. 		Instances where Recording Equipment led to poor audio quality which negatively impacted the production of high-quality Transcripts	Nil instances
				Instances where a Proceeding was not recorded in its entirety due to equipment failure	Nil instances
				A current and tested contingency plan to be in place to enable any Service Provider supplied Equipment or any component part which fails to be replaced within 8 Business Hours of the failure being notified to the Service Provider	99.9%
2.5.8	Sound check	<p>The Service Provider must:</p> <ul style="list-style-type: none"> > Design and implement a process for daily sound checks within every Court Room in Court Locations that have Proceedings scheduled for that day before the commencement of any court Proceedings in each Court Location; > Design and implement a process for sound checks to occur at least 20 minutes before a scheduled Recording; > Ensure that all Service Provider Recording Equipment, including software, is tested for normal operation; > Ensure that all microphones installed are tested with normal speech levels for a duration of at least 5 seconds for each microphone (tapping or clicking is unacceptable) as part of the daily sound checks; > Ensure that all known sources of electronic sound (VCF/DVD/PC/Teleconference) are checked for a minimum of 15 seconds, as part of the daily sound checks; and 	All	Instances where a daily sound check is not conducted by the Service Provider before the commencement of any court Proceedings in each Court Location	Nil instances
				Instances where a sound check is not conducted by the Service Provider 20 minutes before a scheduled recording	Nil instances
				Instances where a Court Registry was not notified of an impact on the recording ability or the quality of the Recording before the recording start time	Nil instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > Notify immediately the relevant Court Registry in the event recording is likely to be compromised/not possible. 			
2.5.9	Audio recording	The Service Provider must: <ul style="list-style-type: none"> > Produce high-quality Recording; > Provide Recordings in a non-proprietary, accessible format (eg mp3 or comparable); and > Not charge the Customer for any adjournment or other break (lunch recess or other recess), where the adjournment is of a length of 15 minutes or more. 	All	Quality of Recording	Sufficient to produce high quality Transcripts
				Availability in Court Buildings, Monday to Friday between 8 am and 6 pm on Business Days	99%
				Availability in Court Buildings, outside of the hours specified above	80%
				Availability outside of Court Buildings	As agreed
2.5.10	In-Court audio playback	The Service Provider must: <ul style="list-style-type: none"> > Play back the audio in Court of that audio recorded on that same day if requested by Judge, Registrar or relevant presiding officer. 	All	During Proceeding: Playback of recording starting from a Customer specified starting point	Within 5 minutes of the request being made
2.5.11	Transfer audio file to storage location	The Service Provider must: <ul style="list-style-type: none"> > Provide a centralised and secure storage solution for Recordings > Provide a centralised and secure solution for storage of Recordings that facilitates access to those Recordings by transcribers; > Ensure that Recordings can be transferred securely and in compliance with the ISM; and 	All	In Court Room recording: Instances where Audio File is transferred from Recording Equipment to central storage location within a timeframe that facilitates the requested turnaround time of the ordered Transcripts	99% of instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > Develop and implement a process to ensure the secure disposal of all copies of recordings on any recording equipment once the original audio file/recording has been transferred to central storage. > All Recording Services must be delivered onshore, including storage of Recordings. 			
2.5.12	Audio Access for Customer and Audio Portal for Customer	<ul style="list-style-type: none"> > Provide a secure, centralised sound Recording database in the form of an Audio Portal which is accessible by the Customer to Recordings for Judges, Registrars, Judges Associates and other authorised staff of the Customer;; > Ensure the Audio Portal allows the Customer to retrieve and play back audio of any recorded Proceeding with a maximum of a 30-minute delay from the spoken word; > Ensure the Audio Portal is secure, and password protected for Customer users. Any changes, modifications or enhancements made to the Audio Portal must involve consultation with the Customer’s Contract Manager and must not to be effected on the System until such time as the Customer has been able to fully test the changes, modifications or enhancements in the Court’s Standard Operating Environment. 	FCoA, FCC FCA - Optional	Availability of Audio Portal	<p>During Business Hours: 99%</p> <p>Outside of Business Hours: 90%</p>
2.5.13	Access to Recordings	<ul style="list-style-type: none"> > Ensure that Recordings are available to be listened to by persons nominated by the Customer, FCA, FCC or FCoA within the Service Provider’s premises (eg through a secure online portal or similar self-service arrangement which is only to be accessed at the Service Provider’s premises and not remotely by a Litigant). No copies of Recordings must be handed to these persons and the Service Provider must retain full control over the Recording at all times; > Design a solution for Recordings to be made available to Litigants that limits the resource impact on the Customer, FCA, FCC and FCoA when approval is given to Litigants to have access to audio; and 	All	Instances where an unauthorised person is provided access to an audio file	Nil instances Linked to performance consequence (see section 9.3)

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > The Recording of Proceedings may be provided, on request, to Judges and their staff, Registrars, presiding officer of a User, or other persons authorised by the Customer; and > Access to Recordings must only be in accordance with Attachment D to the Statement of Requirements. 			
2.5.14	Additional Requirements for Real Time Proceedings	The Service Provider must: Provide Real Time Recording Equipment, including all required software, where Real Time Services are requested by the Litigants. Refer Attachment C .	FCA	Instances where Real Time Recording Equipment was ordered but not made available by Service Provider with 24 hours' notice	Nil instances
2.5.15	Additional requirement for Remote FCA Proceedings and Native Title Proceedings	Refer to Attachment E	FCA	Instances where Service Provider personnel exhibited behaviour not in line with the Customer's expectations	Nil instances
				Instances where Service Provider personnel are allocated without the appropriate experience undertaking Native Title Recordings	Nil instances

3 In-Court Monitoring Services – FCA and FCoA Appeals Division only

3.1 Service Description

In-Court Monitoring Services provide real-time markings about a Recording to create sufficient preparation for Transcripts and enhance their accuracy.

For all FCA Proceedings at Court Locations (other than Adelaide and Canberra) and FCoA Appeals Division, the Service Provider is responsible for providing In-Court Monitors in Court Rooms.

For Proceedings taking place in Court Rooms in Adelaide and Canberra, In-Court Monitoring Services will be undertaken from a dedicated In-Court Monitoring Room.

3.2 Triggers for this service

Required for all FCA Proceedings and FCoA Appeals Division Proceedings.

3.3 The Customer's responsibilities (out of scope for Service Provider)

- > Provide details of Appearances to In-Court Monitor;
- > Provide accommodation requirements, including furniture and fixtures to enable Services be undertaken within Court Locations, including In-Court Monitoring Rooms, where Services are delivered (to be agreed);
- > Advise the Service Provider of Recording requirements the day prior by 4.30pm in accordance with section 2.4 of this Statement of Requirements. For those matters listed that are FCA Proceedings or FCoA Appeals Division Proceedings, the In-Court Monitoring Services must be provided; and
- > A booking for an In-Court Monitor may be modified or cancelled by the Customer up to 30 minutes before scheduled commencement of Proceedings without financial penalty to the Customer.

3.4 The Service Provider’s responsibilities (in-scope for Service Provider)

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
3.4.1	Administration services	<p>The Service Provider must:</p> <ul style="list-style-type: none"> > Maintain a log of the name and location of staff assigned to In-Court Monitoring service for each Proceeding; and > Maintain and retain time sheets as an administrative record. 	<p>FCA: All Proceedings</p> <p>FCoA: Appeals Division</p>	Instances of missing information from logs or timesheet	Nil instances
3.4.2	Cancellation or delay	<ul style="list-style-type: none"> > Delay (less than 1 hour): If delay is expected to be less than 60 minutes and the Service Provider’s staff is required to remain in court, “In-Court Monitoring time” will commence from the new scheduled start time > Substantial delay (exceeding 1 hour): the Service Provider’s staff may be told by the Customer, FCA, FCC or FCoA that they may return to the office/or is not required: cancellation fee is payable 	<p>FCA: All Proceedings</p> <p>FCoA: Appeals Division</p>	Instances of notification of cancellation or delay less than 60 minutes before scheduled start time	Nil instances
3.4.3	Taking appearances	<p>The Service Provider must:</p> <ul style="list-style-type: none"> > Use provided record of Appearance to record: <ul style="list-style-type: none"> — all persons who appeared in the given Proceeding and/or are appearing on behalf of; and — which matter from the Court List they’re appearing on. 	<p>FCA: All Proceedings</p> <p>FCoA: Appeals Division</p>	Instances of missing information in Transcript that was included in the record of Appearance Slip	Nil instances
3.4.4	In-court Monitoring	<p>The Service Provider must:</p> <ul style="list-style-type: none"> > Attend the Court Room 15 minutes prior to the scheduled commencement time for Proceedings; > Remain in the Court Room until the Proceedings are Adjourned; > Maintain a log of all events relevant to the preparation of Transcript; 	<p>FCA: All Proceedings (except for Canberra and Adelaide locations: see below)</p>	Instances of the availability of a scheduled staff member or suitable replacement	98% of instances

#	Requirement	Requirement Description	Court in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > Availability of a replacement staff member in the event of sickness or other unforeseen absence of a scheduled In-Court Monitor; and > In exceptional circumstances where a scheduled In-Court Monitor or replacement cannot be in Court Room 15 minutes prior to scheduled commencement of Proceedings, the In-Court Monitoring Services will be undertaken remotely for the entire duration of the assigned period as if the In-Court Monitor was in the Court Room. 	FCoA: Appeals Division	Instances where In-Court Monitoring Services are provided remotely as a fall back if a scheduled staff member or suitable replacement not in Court Room 15 minutes prior to scheduled commencement	100% of instances
3.4.5	In-Court Monitoring Room Arrangements	<ul style="list-style-type: none"> > Provide In-Court Monitoring Services for courtrooms 1 and 2 in Adelaide and Court 1 in Canberra in an In-Court Monitoring Room at those Court Locations. The Customer will provide an audio/visual cabling link from those Court Rooms to the In-Court Monitoring Room to enable the In-Court Monitor (remote) to see and hear who is speaking during the Proceeding. 	FCA: Canberra and Adelaide locations	Instances of the availability of a scheduled staff member or suitable replacement	98% of instances
				Instances where In-Court Monitoring Services are provided remotely as a fall back if a scheduled staff member or suitable replacement not In-Court Monitoring Room 15 minutes prior to scheduled commencement	100% of instances
3.4.6	Additional Requirements for All Native Title Proceedings in Court Location and Remote FCA Proceedings	<ul style="list-style-type: none"> > Refer to Attachment E 	FCA: All Native Title Proceedings	Instances where a staff member allocated for In-Court Monitor does not have appropriate experience in monitoring Native Title Proceedings to prepare an adequate log for preparation of an accurate transcript	Nil instances

4 Transcription Services

4.1 Service Description

Transcription Services provide accurate manually produced (i.e. not generated by speech to text recognition computer applications) verbatim records of the words spoken by all participants of Proceedings based on high quality audio files produced by the Recording Services and In-Court Monitoring (if applicable). They further include the provision of equipment for Transcription Services, including adequate hardware and software and all networking equipment/data links required and for the storage of the produced Transcript file in a non-proprietary, accessible format (eg Microsoft Word document or PDF).

The Service Provider is responsible for operating a functional and user-friendly online website (**Online Ordering Portal**) that allows for the Customer, Litigants, Media and Non-Parties to request Transcripts of Proceedings. The Service Provider is further responsible for the distribution of Transcripts in hard copy (if requested) and softcopy (the latter in a non-proprietary, accessible format (eg Microsoft Word document and PDF) via an approved file delivery mechanism, eg email) and for ensuring and controlling that Transcripts are only distributed to approved recipients. The default delivery mechanism is softcopy by email.

For a small number of matters, Transcripts or portions of Transcripts may be subject to a Court order restricting access or requiring confidentiality and must be treated accordingly. The Service Provider must establish procedures to manage such confidentiality requirements. The Service Provider's staff, including sub-contractors, must not discuss any aspect of Proceedings with the Litigants, the Media or with any other person.

4.2 Triggers for this service

The Customer, Litigants (including legal representatives, Non-Parties, and Media) will notify the Service Provider of a request for Transcription Services mainly via the Service Provider's Online Ordering Portal.

For Real-Time Transcription Services, the Service Provider will receive notification of requests by the Litigants for this service at least 10 Business Days prior to the Court Sitting/Proceeding in Court Location (Capital City only).

4.3 Format requirements

The Service Provider must provide Transcripts in accordance with Attachment B, which includes the Customers' Transcript Style Guide, containing formatting requirements for all Transcripts for FCA, FCoA and FCC. The Customer's Transcript Style Guide may change during the Term and the Service Provider must provide the Transcription Services in accordance with any new Transcript Style Guide requirements within 10 Business Days of the Customer notifying the Service Provider.

4.4 The Customer's responsibilities (out of scope for Service Provider)

- > Advising the Service Provider of changes to The Customer's Transcript Style Guide throughout the Term;
- > Finalising and publishing Judgments. The Service Provider must not provide any Transcripts of Judgments, Draft Judgments, Ex tempore Judgments or Decisions of Registrars to any person unless expressly authorised in writing by the Customer in accordance with Attachment D ;
- > Notifying the Service Provider of when part of a Proceeding is confidential before or during a Court Sitting, including through the making of non-publication and suppression orders; and
- > Determining the protocol for the provision of Transcripts to impecunious Litigants where the justice of the case requires it. In exceptional circumstances, the Court or a Judge may order or direct that a Transcript of the whole or a part of a Proceeding be provided to an impecunious Litigant at no cost and whether the cost be borne by the Court, another party or a third party as well as imposing conditions on the use of that Transcript or requirements in regard to its provision.

4.5 The Service Provider’s responsibilities (in-scope for Service Provider)

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
4.5.1	Administration of Transcription services	<p>The Service Provider must:</p> <ul style="list-style-type: none"> > Design and implement a system to enable the electronic delivery of Transcripts via the internet (for example, email: this will be the main form of delivery); > Design and implement a system to enable the delivery of hardcopies of Transcripts (where explicitly requested when an Order is placed for a Transcript); > Deliver Transcripts to the person or entity that ordered the Transcript within the timeframes specified; > Deliver a complimentary electronic copy of the Transcript to the relevant judicial officer presiding over a Proceeding (i.e. Judges, Registrars) for all Transcripts ordered by a Litigant, Non-Party or the Media; > For orders placed by the Customer, design and implement a process by which the Service Provider can identify that a Litigant, Non-Party or the Media has also ordered a Transcript of the same Proceeding so that the cost for the Customer is waived and the ordered Transcript is treated like a complimentary copy provided. This process is to apply retrospectively if a 	All	Administrative processes described fully in place and operational	By end of Transition
				Instances where the Customer was charged for a Transcript that it should have received as a complimentary copy	Nil instances
				Number of requests for the Recording corresponding to a nominated Transcript not provided to the Customer within 1 business day	Nil instances
				Availability of Transcripts stored by the Service Provider to be searched for and retrieved by the Customer	100%
				Instances where the physical or digital security or the confidentiality of the Transcript was compromised while the file was in control of the Service Provider	Nil instances Linked to performance consequence (see section 9.3)
				Instances where the Customer was charged for a Transcript that it should have received as a complimentary copy	Nil instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<p>Litigant, Non-Party or the Media order a Transcript any time during or after the Proceeding;</p> <ul style="list-style-type: none"> > Design and implement a process by which Transcripts can be ordered by persons who do not have access to the internet (eg via telephone, or in person, etc); > On written request or authority of the Customer, provide the Customer or a person authorised by the Customer with access to the Recording that a Transcript has been made from in accordance with Attachment E > Provide all equipment necessary to store all electronic Transcripts and make the content of stored electronic Transcripts searchable and retrievable by each of the courts; > Provide all necessary physical and digital security in compliance with the Contract to ensure preservation of privacy and control of access to Recordings and Transcripts to authorised persons only; > Develop and implement a process to ensure the secure disposal of all copies of Recordings on any Equipment used by transcribers once Transcript is produced; and > Develop and implement a procedure around confidentiality of Recordings and Transcript. > The Service Provider must provide Transcription Services onshore and in accordance with the Customer’s security requirements outlined in the Draft Contract and at section 10 of this SOR. 		<p>Number of requests for the Recording corresponding to a nominated Transcript not provided to the Customer within 1 business day</p>	<p>Nil instances</p>
				<p>Availability of Transcripts stored by the Service Provider to be searched for and retrieved by the Customer</p>	<p>100%</p>
				<p>Instances where the physical or digital security or the confidentiality of the Transcript was compromised while the file was in control of the Service Provider</p>	<p>Nil instances</p> <p>Linked to performance consequence (see section 9.3)</p>
4.5.2	Online Order System	<ul style="list-style-type: none"> > Design and implement an online ordering system service that allows the Customer, Litigants, Non-Parties and Media to order Transcripts of Proceedings, including a secure payment mechanism for orders not placed by the Customer 	All	<p>Availability of Transcript Online Order Portal</p>	<p>During Business Hours: 99%</p> <p>Outside of Business Hours: 90%</p>

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > Allow for “standing orders” where a Transcript can be ordered for all successive days of Proceedings > For each order provide a time-stamp when received, the calculated date/time of delivery based on the requested turnaround and the actually delivery date and time > Provide a unique order/tracking number for each Transcript order > Clearly state for each ordered Transcript the turnaround time agreed > Ensure the progress of an ordered Transcript can be tracked on the Ordering Portal (at a minimum progress status to be displayed is “order received”, “Transcription commenced”, “Transcript tracking for on-time delivery”, “Transcript delayed”, “Transcript delivered” “Estimated Delivery Date”) 			
4.5.3	Requirements relating to all Transcript orders	<ul style="list-style-type: none"> > Design and implement a system for providing Transcripts of Recordings made in a Proceeding manually produced (i.e. not generated by speech to text recognition computer applications) which are accurate in content and form for all types of transcript turnaround times requested in this SOR > Provide all equipment necessary to produce Transcripts > Provide sufficient capacity and capability to produce quantities of Transcripts (see Attachment A) within the timelines required by the Customer > Where Transcript is not delivered in accordance with specified time frames the Customer, Litigant or other ordering party only pays for the level of turnaround time received. 	All	Processes described fully in place and operational	By end of Transition
4.5.4	Real-time Transcription	<ul style="list-style-type: none"> > Provide In-Court reporters skilled in the use of stenotype or other real-time text technologies and all equipment necessary to produce Transcripts of Proceedings ‘live’ with low noise generation in the Courtroom and an online 	FCA	Availability of Real-Time Transcription Services at FCA locations within 10 Business Days of request	99%

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<p>system for recipients of Real-Time Transcriptions to view the Transcription content appear continuously in Real Time in accordance with Attachment C</p> <ul style="list-style-type: none"> > Finalised Transcript of morning court session delivered to the Customer by no later than 30 minutes following resumption of the hearing following the luncheon adjournment > Finalised Transcript of afternoon session delivered to the Customer by no later than two (2) hours following the adjournment to each day's hearing the portion that occurred after luncheon and before day's adjournment. 		<p>Delay between Proceeding content and Transcription content appearing via online system no more than 10 seconds</p>	<p>95% within 10 seconds 100% within 30 seconds</p>
				Availability of online system to view Real-Time Transcripts	100%
				Finalised Transcripts of morning court session delivered following resumption of the hearing following the luncheon adjournment	90% within 303 minutes 100% within 606 minutes
				Finalised Transcript of afternoon session delivered to the Customer following the adjournment to each day's hearing the portion that occurred after luncheon and before day's adjournment	90% within 120 minutes 100% within 150 minutes
				Final edited version of Transcript to be delivered with 98% accuracy	100% with agreed accuracy
				Instances of noise from Service Provider's equipment being too loud and causing disruption to Proceedings	Nil instances
4.5.5	Same Day Progressive Transcripts	<ul style="list-style-type: none"> > Order placed by 10.00am local time at the location in which the Proceeding is taking place and on the day of the Proceeding 	All	Availability of progressive same day Transcription Services at FCA locations for orders placed by 10am	955%

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> > Draft transcript of the morning session delivered prior to commencement of the afternoon session (usually 2.15pm) > Final Transcript of the whole day delivered by 6pm on the day of the Proceedings > Where Proceedings continue after 4.15pm, the final Transcript of that portion of the Proceeding to be delivered by 10am the next Business day. 		Same day progressive Transcripts delivered within 60 minutes of end of Proceeding	90% within 60 minutes 100% within 90 minutes Linked to performance consequence (see section 9.3)
4.5.6	Same Day Transcripts	<ul style="list-style-type: none"> > Order placed by 10.00am local time at the location in which the Proceeding is taking place and on the day of the Proceeding. > Final Transcript of the whole day delivered by 6pm on the day of the Proceeding. > Where Proceedings continue after 4.15pm, the final Transcript of that portion of the Proceeding to be delivered by 10am the next Business day. 	All	Availability of progressive same day Transcription Services at FCA locations for orders placed by 10am	95%
				Same day progressive Transcripts delivered within 60 minutes of end of Proceeding	90% within 60 minutes 100% within 90 minutes Linked to performance consequence (see section 9.3)
4.5.7	Transcripts with longer turnaround time	<ul style="list-style-type: none"> > Produce Transcript from the Recording of the Proceeding in accordance with the turnaround times set out under the Performance Standards of this section. 	All	Next day turnaround: If a Transcript of this type is ordered it must be delivered to the purchaser by 100 Business Hours after the order is placed (except where the order is placed at 8am, where the order must be delivered on or before 8am the next Business Day)	95% of Transcripts with this order type delivered on time and with the agreed quality Linked to performance consequence (see section 9.3)
				Day and a half turnaround: If a Transcript of this type is ordered it must be delivered to the	95% of Transcripts with this order type delivered on time and with the agreed quality

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
				purchaser within 15 Business Hours after the order is placed	Linked to performance consequence (see section 9.3)
				Three day turnaround: If a Transcript of this type is ordered it must be produced and delivered to the purchaser within 30 Business Hours after the order is placed	98% of Transcripts with this order type delivered on time and with the agreed quality Linked to performance consequence (see section 9.3)
				Five day turnaround: If a Transcript of this type is ordered it must be produced and delivered to the purchaser within 50 Business Hours after the order is placed	98% of Transcripts with this order type delivered on time and with the agreed quality Linked to performance consequence (see section 9.3)
				Ten day turnaround: If a Transcript of this type is ordered it must be produced and delivered to the purchaser within 100 Business Hours after the order is placed	100% of Transcripts with this order type delivered on time and with the agreed quality Linked to performance consequence (see section 9.3)
				Transcript Accuracy to be 99% or greater, meaning no more than 1 Error, as defined in section 9.5 of this SOR, per 100 words (folio)	100% of Transcripts with no more than 1 error per 100 words (folio)

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
					Linked to performance consequence (see section 9.3)
4.5.8	Ex Tempore Judgments and Decisions by Registrars	<ul style="list-style-type: none"> > In instances where a Judge delivers an Ex-Tempore Judgment, the Service Provider must insert into the Transcript a statement that the Ex Tempore Judgment was delivered > In instances where a Registrar gives reasons for a Decision, the Service Provider must insert into the Transcript a statement that a Decision by a Registrar was delivered > The wording and format of the above statements with respect to Ex Tempore Judgments and reasons for Decisions will be advised/approved by the Customer > The Service Provider must not transcribe the Ex Tempore Judgment or reasons for a Decision of a Registrar, unless directed in writing by the Customer, and must not sell or otherwise provide Transcriptions of Judgments or Decisions to any Litigant, Non-Parties, and the Media otherwise unless approved by the Customer in writing. Ex Tempore Judgments are not subject to release under the <i>Freedom of Information Act 1982</i> (Cth). See Attachment D. 	All	Instances where an Ex-Tempore Judgment is included in a Transcript or a Decision of a Registrar is included in a transcript	Nil instances
4.5.9	Draft Judgments	<ul style="list-style-type: none"> > If requested by the Customer, the Service Provider is to transcribe Draft Judgments which were recorded by a Judge inside a Court Room or otherwise provided to the Service Provider for transcribing (see 4.5.9 below) outside of normal Proceedings > Draft Judgment Transcripts must not to be sold or otherwise provided to the Litigants, the Public or any other person and are not subject to release under the <i>Freedom of Information Act 1982</i> (Cth) 	FCoA FCC	Instances where an unauthorised person is provided access to a transcribed Draft Judgment	Nil Nil instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
4.5.10	Transcripts from audio files where audio file was not produced by the Service Provider	<ul style="list-style-type: none"> > Design and implement an online service for easy to use upload and management of dictation style recordings (which were not recorded via Recording Services as described in this document) > Produce and provide Transcripts from Recordings sent to or uploaded by a Court Associate and recorded (eg on a dictation recording device). 	FCoA, FCC	As per requirements for "Transcription from audio recording with longer turnaround time"	
4.5.11	Transcripts from Customer Video/Teleconferences	<ul style="list-style-type: none"> > Design and implement an online service for easy to use upload and management of Video/Teleconference recordings by the Customer > Design and implement a process for acquiring access to Customer Video/Teleconferences to capture digital audio recordings directly when the Video/Teleconference system in use is not the Service Provider's > Produce and provide Transcripts of recordings from Customer Video/Teleconferences. 	All	Instances where the Service Provider is able to connect to a Customer Videoconference or Teleconference	98%
				Instances where the Service Provider is unable to produce a Transcript from a recording made during a Videoconference or Teleconference	Nil instances
4.5.12	Additional requirements for Native Title Proceedings and Remote FCA Proceedings	<ul style="list-style-type: none"> > See Attachment E . 	FCA	Accuracy of indigenous word spelling	95%
				Instances where the Service Provider or its staff member allocated to a task does not follow instructions of the Customer relating to Native Title Proceedings	Nil instances

4.6 Optional: Speech to text

Due to the complex nature of the Customer's environment, flexibility is often required. Technology, when leveraged effectively, can be useful in achieving this. The Customer is looking to Service Provider to propose available speech-to-text solution and how they may be of assistance in the provision of Transcription Services in future. The Customer understands that this is an emerging technology that is still being refined in terms of accuracy. The Service Provider is encouraged to outline how efficiencies and better turnaround times could be achieved but should also outline how the quality standards described above could be achieved.

4.7 Emerging technology and future savings

During the Term of the Contact, the Service Provider will actively investigate and pursue ways to reduce the Charges to the Customer and Litigants for Transcription. This may include, but is not limited to, Speech to Text, the reduction of human intervention in the creation and production of transcript or a combination of both. Other alternatives should be actively investigated. Implementation of any method to reduce Charges to the courts and Litigants will only be by agreement of the Customer and must have no impact of the quality or agreed Performance Standards of the Services.

A report is to be provided quarterly indicating what measures the Service Provider has undertaken to meet these obligations.

5 Administrative Services

5.1 Service Description

Administration Services refer to all tasks involved in the centralised management of the Customer's records and facilitating compliance with appropriate legislative and reporting requirements. The Service Provider is responsible for the maintenance, accessibility, storage, retrieval and disposal of all Recordings, Transcripts and associated files.

The Service Provider is expected to handle all of the Customer's records with security and integrity, and in compliance with the appropriate Commonwealth standards, guidelines and relevant legislation, including but not limited to the National Archives of Australia and the Customer's Records Authorities.

Note that during the course of the Contract, the retention and disposal requirements are likely to change following a new entity-wide Records Authority being agreed.

5.2 Triggers for this service

- > The end of a recorded Proceeding
- > Upload of any files generated by In-Court Monitors for a Proceeding, or for the purposes of delivering In-Court Monitoring Services for a Proceeding
- > Completed Transcripts
- > Request for retrieval of records
- > Request for consulting services by the Customer
- > Requirements met by relevant guidelines (for example, destroy a record 10 years after it was stored to comply with the Records Authority direction).

5.3 The Customer's responsibilities (out of scope for Service Provider)

- > Define the Customer's Records Authorities and make available to Service Provider
- > Provide any relevant templates, registers or formats required for Administrative Services, including contents required for invoicing
- > Reporting to the National Archive of Australia
- > Archiving of certain records with the National Archive of Australia.

5.4 The Service Provider's responsibilities (in-scope for Service Provider)

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
5.4.1	Storage and retrieval	<ul style="list-style-type: none"> > Provide and implement secure archival storage which meets legislative requirements and industry standards > Access to archival storage must be restricted, subject to the direction of the Customer > The Service Provider must maintain, in a format to be approved by the Customer, a register of Proceedings Recorded and/or Transcribed, including the location of Recording/Transcription, dates, times and output, and such register be available at any time for inspection by the Customer > Provide storage for the Term, of the Contract for all sound recordings, Transcripts, disks, notebooks, registers and associated material generated by the Service Provider during the term of the Contract in accordance with the Customer's Records Authorities > Facilitate quick and efficient retrieval of stored files > The Service Provider must store all of the Customer's records in an onshore location. 	All	Instances of non-compliance (eg where industry standards are not met including security requirements)	Nil instances
				Instances where a Recording, Transcript or associated file that requires storage was not stored	Nil instances
5.4.2	Archiving	<ul style="list-style-type: none"> > Provide Records for archiving in accordance with the arrangements established by the Customer Implement a process to liaise with the Customer and facilitate the transfer of the following files to the Customer for the purposes of them being archived within the National Archives of Australia in accordance with the Archives Act: 	All	Instances of missed Customer records required to be retained for National Archives	Nil instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> — All Native Title cases, including all case records from initiation to finalisation — Records documenting formal swearing in and/or farewell ceremonies for Judges and Officers of the Court (includes Recordings where ordered and published by the Customer, and Transcripts of Proceedings) — as identified in the Customer’s Records Authorities and as otherwise updated from time to time in accordance 			
5.4.3	Retention and Disposal of Records and Equipment	<ul style="list-style-type: none"> > All Records must be kept for a minimum period of 10 years after which they were created, after which time they may be destroyed or erased except for records identified by the Customer which must be returned to the Customer for archiving purposes as noted in clause 5.4.2. > All retention and disposal requirements are to be in accordance with the Customer’s Records Authorities and as otherwise updated from time to time in accordance with the applicable court’s Records Authority. > Provide and implement a process of notifying the Customer of Records which are to be disposed of in accordance with the relevant Records Authority and seeking written authorisation by the Court prior to any disposal or transfer of Records. All Records must be disposed of in accordance with the PSPF and Archives Act > Ensure that before any IT equipment is disposed of that has been used to hold electronic Records that it is sanitised of any residual data in accordance with the Australian 	All	Instances where a Customer record was disposed of without authorisation or request by the Customer	Nil instances
				Instances where a Customer record was not kept for the time period prescribed by the Customer without authorisation or request by the Customer	Nil instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		Government Information Security Manual, provided by the Australian Signals Directorate.		Instances where IT equipment is disposed of without prior sanitation of residual data in accordance with Australian Government policy	Nil instances
5.4.4	Training Services	<ul style="list-style-type: none"> > provide training for Customer staff who are interfacing with systems put in place by the Service Provider to deliver the Services (eg the Online Ordering Portal, access to audio Recordings, etc) > provide information around Services and processes for the purpose of staff induction 	All	Instances where the Service Provider does not provide staff training within 10 Business Days of notification of need	Nil instances
5.4.5	Ad hoc Consulting services	<ul style="list-style-type: none"> > Provide consulting services or other advice in respect of development of Court Rooms and the requirements to integrate the equipment necessary to deliver Recording Services, following request for quote for such services from the Customer 	All	Instances where consulting services were not provided when requested timeframe	Nil instances
5.4.6	Invoicing	<ul style="list-style-type: none"> > Provide invoicing on a monthly basis for Recording and Transcript requests. The invoicing should be: <ul style="list-style-type: none"> — for Recordings undertaken and Transcripts produced that are charged to the Customer (as per Section 2-4) — linked to the recording booking and Transcript request system for ease of cross-referencing — itemised and broken down by jurisdiction, judicial officer and location. 	All	Instances where invoices are correct without requirement of amendments	98% of instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
5.4.7	Register	<ul style="list-style-type: none"> > Maintain a register, in a format approved by the Customer, of operations undertaken by the Service Provider for this Contract. This includes but is not limited to all Proceedings recorded and/or transcribed, including the location of Recording or Transcription, dates, times and output > Maintain a register of all Records destroyed/ disposed > Ensure availability and accessibility to register for inspection by the Customer at any reasonable time 	All	Instances where register contains correct information	98% of instances
5.4.8	Reporting and contract management	<ul style="list-style-type: none"> > Provide reporting as outlined in this SOR > Provide Contract management as outlined in this SOR 	All	Instances where reports are submitted on time and in full	98% of instances
				Instances where contract management meetings occur when and as described in this SOR	98% of instances

6 AV Support and Maintenance Services

6.1 Service Overview

The Service Provider must provide Maintenance Services for all AV Equipment provided by the Service Provider, as well as all other AV Infrastructure, in order to:

- > provide a single point of contact for support of all AV Infrastructure
- > provide technical support in the required responses times
- > provide specialised support personnel and resources
- > minimise downtime and impact on scheduled Proceedings
- > provide regular reporting.

The impact of failure of AV Infrastructure includes poor Transcript quality, loss of recordings, loss of functionality, interruption or delay of Proceedings, conferencing issues and audio anomalies. Mission critical AV and AV systems such as those in the Court Rooms require regular maintenance in order to ensure:

- > maximum uptime and reliability;
- > audio intelligibility and correct gain structure;
- > functionality, calibration and effectiveness;
- > control system capabilities; and
- > useful service records and logging for long term analysis.

The Service Provider must provide AV Support and Maintenance Services for the following AV Equipment owned by the Customer:

- > Sound reinforcement AV Infrastructure including:
 - Room automation control system;
 - DSP and Amplifiers;
 - Audio Switching; and
 - Microphones;
- > Video Conference AV Infrastructure including:
 - Unified Communications bridge;

- Video CODEC and video switching;
- Cameras and Monitors;
- > Evidence Display AV Infrastructure including:
 - VCR/DVD players;
 - Document readers;
 - Court Room projectors and additional monitors; and
 - HDMI evidence distribution network.
- > All other AV Infrastructure as detailed in Attachment A RFT Part A of this SOR - Data Pack.
- > In addition to the ongoing maintenance of AV Infrastructure the Service Provider must provide a replacement service for smaller equipment. The Service Provider must identify all failing or at-risk AV equipment and propose appropriate standardised replacement equipment for increased support levels and long term reliability. The Service provider must notify the Contract Manager of the proposed replacement parts and will act as the Customer's agent for required procurements acting in accordance with the requirements of the Commonwealth Procurement Rules, as advised and outlined by the Customer. Replacement will be completed on a time and materials basis. Any replacements will be scoped and costed by the Service Provider and approved by the Customer. Implementation of the replacement will be made in accordance with the Customer's Change Management Process.
- > The replacement of larger equipment must be referred to the Customer by the Service Provider for procurement by the Customer in accordance with the Commonwealth Procurement Rules.

The Customer requires the Service Provider to maintain a Help Desk to act as a centralised point of contact for the reporting, management and resolution of Faults. The Customer does not have a preference for a dedicated or non-dedicated Help Desk team. However, it is important that Help Desk operators understand and have an appreciation for the complexities of the courts and how they operate. Help Desk Services are to be delivered onshore.

The Help Desk will be responsible for the co-ordination and resolution of all requests in the scope of the Contract, including but not limited to:

- > Preventative maintenance services
- > Fault rectification and reactive maintenance including replacements.

The Customer has classified priorities based on the Information Technology AV Infrastructure Matrix below. Core equipment functionality that has failed and causes a Court Room to be unable to sit is considered the highest priority. If the Customer can proceed without the service being restored, through use of a quick fix, such as restarting a piece of equipment, using a secondary failover device or workaround, then the Fault will be reprioritised as a 'Medium' or 'Low' and is responded to without further interruption to the Customer.

The below priority matrix below is to be applied to the Contract:

			Impact		
			High	Medium	Low
			AV system is not functional	AV systems is not functioning as normal, but secondary system or workaround in place	Does not interfere with normal activities, operation can continue
Urgency	High	Court sitting in progress	High	Medium	Low
	Medium	Court scheduled but time remains to respond without impacting Proceeding	Medium	Medium	Low
	Low	Court not scheduled to sit within 72 hours	Low	Low	Low

The Service Provider is to classify each fault based on the above priority matrix. The Customer reserves the right to make the final determination of the priority of the fault.

The response and diagnosis timeframes for the Contract are as follows:

Priority	Response Time	Diagnosis Time
High	100% within 30 minutes	95% within 60 minutes from initial service call. 100% within 2 hours from initial service call.
Medium	100% within 30 minutes	95% within 2 hours from when access to court is available. 100% within 4 hours from initial service call.
Low	100% within 4 hours	95% within 4 hours from when access to court is available. 100% within 8 hours from initial service call.

If a quick fix/repair/workaround cannot be performed during the Diagnosis Time, the Fault is considered a Major Fault and additional repair time must be provided. This can include a Fault where an entire component needs to be replaced. How a Major Fault is resolved is dependent on who supplied the equipment, if it is under warranty,

and if the equipment is in scope, as defined below.

Type	Equipment Type	Response
A	Services, software and components purchased and installed by the Service Provider and under warranty	Service, equipment and components replaced by the Service Provider
B	Services, software and components were not purchased through the Service Provider, but warranties are in place with third parties and supporting agreements accessible	Warranty and component details provided by the Customer to the Service Provider to resolve with third party supplier
C	Equipment is not in warranty	Fault and component details provided to the Customer, with recommendation by the Service Provider on product replacement
D	Equipment not defined in Attachment A – Data Pack or not in scope	Fault and component details provided to the Customer to resolve with third party supplier

6.2 Triggers for this service

- > Planned maintenance date
- > Fault occurring on a piece of equipment
- > Total failure of a piece of equipment, requiring replacement
- > On request from the Customer for replacement.

6.3 The Customer's responsibilities (out of scope for Service Provider)

- > Approval of replacements
- > Data or Voice systems and services used to provide connectivity for audio and video conferencing
- > Building power, data and environmental factors that may inhibit the performance of the AV and AC systems
- > Any equipment not listed in Attachment A – Data Pack.
- > Approvals for procurement processes and engagement of Subcontractors
- > Approvals for terminations of Subcontractors.

6.4 The Service Provider’s responsibilities (in-scope for Service Provider)

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
6.4.1	Preventative Maintenance Services	<ul style="list-style-type: none"> > Develop preventative maintenance schedule and tasks for the Customer’s approval > Use of local onsite technicians or subcontractors to provide weekly scheduled preventative maintenance including but not limited to: <ul style="list-style-type: none"> — System status and readiness — Microphone input sign and routing — Video conferencing — Room automation control system — Recoding outputs — Sound reinforcement — Ensure portable recording equipment and AV Infrastructure is in working order > Use of local onsite technicians or subcontractors to provide twice per year scheduled preventative maintenance including but not limited to: <ul style="list-style-type: none"> — AV Equipment system user tests, including Sound Reinforcement and Proceeding Assistance system — Hardware configuration analysis — Analysis of audio and video quality form the installed systems 	All	Identification of audio Faults and anomalies before Business Hours	100%
				Weekly checks prioritised by the sitting schedule	100%
				Evidence of avoidable expenditure resulting from inadequate preventative maintenance	No obviously avoidable expenditure
				Disruptions to Court Room operations attributable to inadequate preventative maintenance	Nil instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> — Calibrations to supported equipment, or recommendations for vendor supported equipment to meet best practices — Software and firmware updates where supported and permitted, as required and approved by the Customer — Equipment repairs where possible where no additional costs are involved — Advice on any identified WHS breaches for installed equipment — Update user documentation as required — Meet with key staff to discuss issues, general feedback — Detailed status report on checks performed, outcomes and recommendations 		Any re-work required completed promptly at no charge to the Customer	100% compliance
		<ul style="list-style-type: none"> > For software and firmware advise the Customer of critical updates and new solutions that may improve productivity and performance of installed systems 		Instances of non-compliance with regulations and codes	Nil deviations
		<ul style="list-style-type: none"> > Regular preventative maintenance testing is in addition to the daily test recordings and sound checks required in addition to the sound check required under paragraph 2.5.8 in this SOR above 		Maintenance conducted in accordance with original equipment manufacturer's specification	100% compliance unless prior approval obtained from the Customer
		<ul style="list-style-type: none"> > Provide advice on remedial works as required and urgent works raised as a Fault > Preventative maintenance will be scheduled around Court Room availability and priority. For the weekly test this should be prioritised by the sitting schedule in the Court listings. For the biannual site visit the Service Provider will need full access to a Court Room and the systems, therefore the Service Provider will need to schedule the 		Evidence of over-servicing	No over-servicing

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		visit with registry staff during periods when each Court Room is not in use. > Validate and maintain a full inventory of AV Infrastructure			
6.4.2	Reactive Maintenance Services	> Receive requests, allocate to a job (work order) and log via the Help Desk > Identify work requirements > Prioritise work > Where the Customer's responsibility, forward to the Customer for rectification > Where the Service Provider responsibility, allocate work to the on-site technician or Subcontractors > Monitor and follow-up all work / requests until completed to satisfaction of the Customer Representative and staff > Close out work order > Review delivery and performance of Subcontractor including satisfaction of Customer staff.	All	Number of requests unactioned or unduly delayed beyond predetermined response times	No more than 1%
				Instances of works requiring follow up maintenance due to poor maintenance work	No instances of Subcontractors being paid for follow up work as a result of poor maintenance work
				Instances of non-compliance with regulations and codes	Nil deviations
				Disruptions to Court Room operations attributable to poorly planned maintenance	Nil unless permission obtained from the Customer Representative
				Disruptions to Court Room operations attributable to poor maintenance work	Nil instances
				Evidence of over-servicing	No over-servicing
				Customer complaints resolved in five business days	< 5 per year not resolved in five business days and all resolved in no more than twenty business days

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
6.4.3	Help Desk	<ul style="list-style-type: none"> > Provide facility to receive, action and monitor requests through to completion from the Customer during Business Hours > Monitor/track requests to completion including 'chasing' Subcontractor when delayed > For works resulting from requests, follow up post completion to check quality/timeliness of work and to survey client satisfaction before closing each request > Record details of requests, works completed and customer satisfaction to manage Technician and Subcontractor performance > Provide after-hours call out service for mobilising necessary Subcontractors > Report on the performance of the Help Desk and work order status as required > Design and implement an escalations process and agree with the Customer. > The Help Desk as a minimum is to provide the below triaging of Faults when it is being initially logged: <ul style="list-style-type: none"> — Determine priority — Resolve issue remotely where possible — Determine the correct action or point for escalation as required — Created an auditable trail of communication — Track and report on Faults to closure. 	All	Per cent of requests unactioned or unduly delayed beyond predetermined response times	No more than 1%
				Per cent achievement of response and diagnosis timeframes	As outlined in the SOR
				Calls to the Help Desk answered during Business Hours	98% within 2 minutes, 100% within 5 minutes
				Emails to the Help Desk responded to during Business Hours	98% within 30 minutes, 100% within 60 minutes
				Other specific Help Desk Performance Measures determined in conjunction with Service Provider	Standards to be agreed eg, per cent calls unanswered average call answering times requests not followed up
				Reporting	Monthly and Quarterly reporting on issues, risks and trend analysis with recommendations

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
6.4.5	Replacement Services	<ul style="list-style-type: none"> > Acting as the Customer’s Agent replace faulty or damaged equipment at the direction of the Customer’s Contract Manager or CIO with appropriate written approval > Updating the agreed equipment register > Prepared business case for the Customer’s review if the Service Provider believes equipment requires replacement > As required, arrange for the acquisition of new equipment, including but not limited to: <ul style="list-style-type: none"> — providing advice on the procurement of equipment — developing tender documentation and specifications as required — procure equipment in accordance with the Commonwealth Procurement Rules (CPRs) — define acceptance testing, including test cases and acceptance criteria — participating in product evaluations (if no conflict of interest exists) — ensure the appropriate authority with the Customers has signed off on the procurement prior to making final purchase — ensuring safe and appropriate installation > As required, prepare assets for disposal including but not limited to: <ul style="list-style-type: none"> — identifying surplus equipment — compiling list of surplus equipment for disposal — preparing disposals plans for approval including market valuations where required — disposing of equipment 	All	Equipment register maintained and up to date	100% of the time
				Acquisitions completed within agreed timeframes and budget	100% compliance unless prior approval obtained from the Customer
				Items procured comply with the Customer’s standards	100% compliance
				Unauthorised departures from procurement protocols	Nil
				Assets disposed within agreed timeframes	100% compliance unless prior approval obtained from the Customer

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> — secure destruction of any data storage. 			
6.4.6	On-site Technicians	<ul style="list-style-type: none"> > On-site technicians are required in Sydney (one person to cover all three locations), Melbourne and Brisbane Registries > On-site technicians optional at all other locations > Available between 8am and 9am Monday to Friday > Provide coverage for any absences 	All	Instances of on-site technicians being unavailable	Nil, unless approved by the Customer
6.4.7	Subcontractors	<ul style="list-style-type: none"> > The Service Provider is required to manage local Subcontractors to provide AV Support and Maintenance Services at Registries that do not have an on-site technician or in periods when there are no technicians on site (eg after hours or to cover short term absences) > Procurement, Renewal and Termination of Subcontractors, including but not limited to: <ul style="list-style-type: none"> — Manage all aspects of the procurement of Subcontractors — Procure/engage other suppliers and expertise as required in accordance with the CPRs — Obtain legal sign-off of documentation where required by the Customer — Submit preferred tenderers for approval by the Customer 	All	Instances of subcontractors being unavailable	Nil, unless approved by the Customer
				Number of requests either not actioned or unduly delayed beyond predetermined response times	No more than 1%
				Disruptions to Court Room operations attributable to the performance of subcontractors	Nil instances
				Unauthorised departures from procurement protocols	Nil instances

#	Requirement	Requirement Description	Jurisdictions in-scope	Service Levels	
				Performance Standard	Performance Target
		<ul style="list-style-type: none"> — Renew contracts with existing providers where they provide best value — Terminate contracts following approval from the Customer — Establish and monitor Panel arrangements as required — Site and retain copies of relevant insurances. > Subcontractor Management, including but not limited to: <ul style="list-style-type: none"> — Ensure appropriate induction of all Subcontractors, including for WHS and Help Desk procedures — Maintain database of Subcontractors — Administer all aspects of the Building Service contracts — Manage the performance of Subcontractors — Manage the relationships between the Customer and Subcontractors — Ensure subcontractors adhere to the confidentiality and IT security requirements defined by the Customer — Review invoices received from Subcontractors and certify for payment as appropriate. 		Per cent of Subcontractors with documented current contracts, insurances and evidence of workers' compensation	100%
				Expired contracts with subcontractors	Nil instances
				Contracts to reflect current industry best practice and accepted standards	No unauthorised significant departures from widely accepted standards
				Number of Sustained Complaints raised by Subcontractors to the Customer	Nil complaints
				Availability of documented service agreements with Subcontractors for performance management	100% for contracts longer than one month or in excess of \$20,000
				Number of issues escalated to the Customer that could have been resolved by Service Provider.	Nil issues escalated
				Instances of incorrect payments to Subcontractors for incomplete work, work requiring rectification or work not performed	Nil instances unless required by contract with Subcontractor

7 Transition Services

7.1 Transition in

This section outlines the Customer's expectation for the management of the Transition-in Period. All Transition-in tasks must be completed before the Commencement Date of the Contract, to ensure the Service Provider can deliver full Services as outlined in this SOR from the Commencement Date. The approach to Transition will be in accordance with the Transition-in Plan developed by the Service Provider for Acceptance by the Customer.

It is intended that Transition be phased over a three-month period before the Commencement Date of the Contract, while ensuring:

1. minimal disruption to the Customer's business operations
2. the incoming Service Provider can adequately understand and absorb the many facets of the Services required
3. all processes, systems and procedures are in place to guarantee performance to service levels from the Commencement Date.

During Transition-in, the Court's existing Contractor delivering the Services will continue to provide Services to the Customer to ensure a smooth transition for the Customer and a continuation of these business-critical services.

7.2 The Customer's responsibilities (out of scope for Service Provider)

The Customer will monitor and where necessary facilitate the Transition Tasks being undertaken by the Service Provider by:

- > working with the incoming Service Provider to develop an agreed Transition-in Plan
- > working with the outgoing Service Provider to develop an agreed Transition-out Plan
- > working with the incoming and the outgoing Provider to transfer any pre-existing material (such as Transcripts and recordings) if required
- > working with the incoming provider to identify processes to integrate with any other service providers, eg for Native Title Recordings/Transcripts
- > monitoring progress against the Transition-in Plan
- > facilitating access to available information for the Service Provider
- > participating in the development and implementation of a Stakeholder Communications Plan
- > providing direction to the Service Provider in understanding the overall strategic priorities of the Customer

- > providing direction in respect of relevant policy parameters, business rules and priorities relevant to the provision of services by the Service Provider.

7.3 The Service Provider’s responsibilities (in-scope for Service Provider)

The Service Provider is to ensure that Transition-in is completed in accordance with the agreed Transition-in Plan and it is able to deliver the full range of Services as specified by the Commencement Date, including by:

- > reporting to the Customer on a weekly basis (at a minimum and in a format agreed by the Customer) of the progress against each Transition Task
- > ensuring the Customer is consulted and kept fully informed in respect of all aspects of Transition
- > ensuring adequate resources are engaged during the Transition Period to ensure completion of all Transition Tasks in accordance with the agreed Transition Plan.

The Customer has identified a number of Transition Services that are critical to the effective Transition of Services. These Transition Services are covered by a separate Transition Fee and are therefore not paid on an ongoing basis throughout the Term. The Transition-in Plan will provide a more detailed plan to ensure all Transition Tasks, including those not listed below, are conducted in order to achieve a seamless transfer in Service delivery from the existing provider to the Service Provider. Each task is expected to be completed by the end of the Transition Period, unless prior approval has been provided by the Customer.

Requirement	Requirement Description
Transition Planning	<ul style="list-style-type: none"> > By contract execution, develop a Transition-In Plan in accordance with this SOR for the Court’s Acceptance > In the Transition-In plan, define acceptance testing processes that demonstrate finalisation of Transition-In and readiness for full commencement of Services (including test cases and acceptance criteria) > By end of Transition-In, develop a Transition-Out Plan in accordance with this SOR for the Court’s Acceptance
Contract Management	<ul style="list-style-type: none"> > Develop Open Items Register > Develop reporting formats in conjunction with the Customer > Establish Relationship Management Group and Contract Management Group meeting timeframes and agendas > Confirm first year KPIs > Collect and verify historic data for benchmarking and reporting purposes.
All other Services	<ul style="list-style-type: none"> > In conjunction with the Customer ensure all nominated and relief staff receive training > Develop and agree processes and procedures by which the Services will be provided to the Customer > Develop and agree systems and forms/templates to support the provision of Services > Review and understand the Customer’s policies, compliance requirements, security policies and other policies in place

Requirement	Requirement Description
	<ul style="list-style-type: none"> <li data-bbox="450 236 1977 300">> Work with the Customer to update the AV Infrastructure Technology Asset Register and agree the final list of assets in scope for AV Support and Maintenance Services <li data-bbox="450 320 1697 347">> Work with the Customer to install all required hardware (eg recording equipment, network links, etc) in Court Rooms <li data-bbox="450 368 1323 395">> Work with the Customer to put all required IT Security risk mitigations into place <li data-bbox="450 416 891 443">> Make available Online Ordering Portal <li data-bbox="450 464 2027 560">> Define a change management process for the introduction of new processes, improved processes and new technology. This must include the definition of appropriate acceptance testing processes that demonstrate finalisation of the Change and readiness for deployment into the delivery of Services (including test cases and acceptance criteria) <li data-bbox="450 580 1910 644">> Establish Disaster Recovery Plan (including for source code and documentation), Business Continuity Plan, Data Protection Plan and Risk Management Plan <li data-bbox="450 665 1234 692">> Other tasks identified by the Service Provider in their Transition-in Plan.

7.4 Transition out

This section outlines the Customer’s expectations for the management of the Transition-out Period.

It is intended that Transition be phased over a three month period before the end of the Contract Term, while ensuring:

- > minimal disruption to the Customer’s business operations
- > all intellectual property, documentation and any other document developed during the Contract Term, is handed to the Customer without delay
- > the incoming Service Provider can adequately understand and absorb the many facets of the Services required.

The approach to Transition will be in accordance with the Transition-out Plan developed by the Service Provider and approved by the Customer.

7.5 The Customer’s responsibilities (out of scope for Service Provider)

The Customer will monitor and where necessary facilitate the Transition Tasks being undertaken by the Service Provider by:

- > working together with the outgoing Service Provider to facilitate the execution of the Transition-Out Plan
- > monitoring progress against the agreed Transition-Out Plan

- > facilitating handover of intellectual property.

7.6 The Service Provider's responsibilities (in-scope for Service Provider)

The Service Provider is to ensure that Transition is completed in accordance with the agreed Transition-out Plan and that it is able to deliver the full range of Services until the last day of the Term. The Service Provider will:

- > report to the Customer on a weekly basis (at a minimum and in a format agreed by the Customer) of the progress against each Transition Task
- > ensure the Customer is consulted and kept fully informed in respect of all aspects of Transition
- > ensure adequate resources are engaged during the Transition Period to ensure completion of all Transition Tasks in accordance with the agreed Transition-out Plan without impact on ongoing Service delivery.

8 Contract Management

This section details the Customer's structure and tasks relating to contract management.

8.1 Contract governance

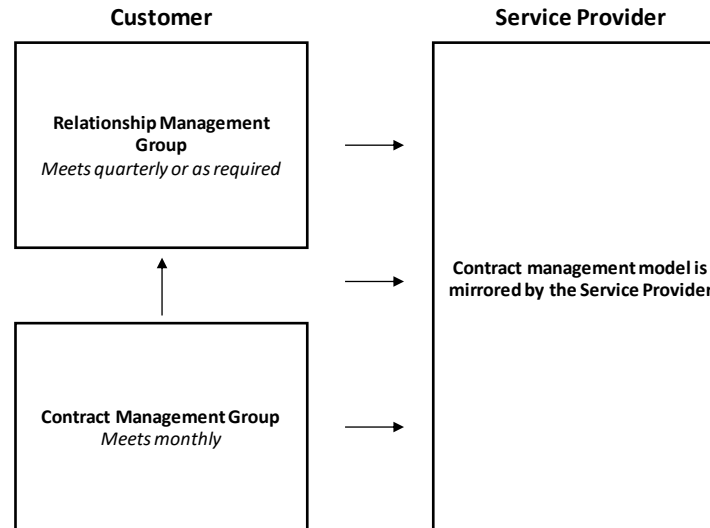
The Customer's requirements, philosophy and approach to management of the relationship and governance of the Contract are described in this section. It is important that the Service Provider understands the Customer's requirements and provides adequate resources to undertake the governance and reporting required.

The Customer intends to manage the Contract using a contract governance philosophy and framework that:

- > recognises both parties' roles and responsibilities in achieving successful contract outcomes
- > reinforces the commitment by both the Customer and the Service Provider to work together to provide quality customer service
- > develops and maintains close working relationships between the Customer and the Service Provider at all levels that are open, honest and focused on the customer.

8.2 Contract management structure

The Customer's proposed contract management structure is depicted in the diagram below. The Service Provider is expected to have a structure that mirrors the Customer's structure providing clear lines of reporting and communication between both parties.



The Customer will appoint a Contract Manager (the Customer's Representative) as a single point of contact to the Service Provider. The Customer reserves the right to appoint alternate or additional points of contact during the term of the Contract, with written notice.

8.3 Contract meetings

The Customer will meet with the Service Provider to manage the Contract as follows

- > Quarterly Relationship Management meeting – to discuss strategic issues, the overall health of the relationship and agree any variations
- > Monthly Contract Management meeting – to discuss Service Provider performance and status reports.

Further details of each meeting are provided below.

Performance focus	Who	Purpose
Relationship Management and achievement of CSFs	<ul style="list-style-type: none"> > The Customer's Contract Governance Manager > The Customer's Contract Performance Manager (the Customer's Representative) > Service Provider's Relationship Manager > Others as identified by the Customer 	<ul style="list-style-type: none"> > determine the overall health of the relationship and success of the Contract > consider matters referred to it by the Contract Management Group > refer matters to the Contract Management Group > review progress of the Contract deliverables > consider and approve material variations to the Contract > review KPIs on annual basis (eg if they still apply, if the targets are set correctly, etc) > liaise with stakeholders
Contract Management and review of KPI performance	<ul style="list-style-type: none"> > The Customer's Contract Performance Manager (the Customer's Representative) > Service Provider's Service Delivery Manager (Service Provider's Representative) > Others as identified by the Customer 	<ul style="list-style-type: none"> > review the status of deliverables under this Contract > considering complaints from the complaints monitoring system > reviewing the quality of the services and any remedial measures required > reviewing matters arising from the services including any proposed variations (including material variations) and date changes > reviewing conflicts of interest that arise and the proposed actions > reviewing any staff issues that arise > matters to be referred to the Relationship Management Group > liaise with stakeholders.

All meetings will be chaired by the Customer. The Service Provider is to provide secretariat services for each Group. These services will include:

- > arrangement of meetings as required
- > development of agendas
- > recording, circulation and confirmation of minutes
- > maintenance of an Open Items Register.

Without waiting for the next meeting of the Relationship Management Group or Contract Management Group, the Service Provider’s Service Delivery Manager (Service Provider’s Representative) must report immediately to the Customer’s Representative on any actual, perceived or expected problems which may have a material impact on the cost to the Customer or on the delivery or operation of the Services. If the report is first given orally, the Service Provider’s Representative must promptly confirm the report in writing to the Customer’s Representative.

All costs associated with meetings required under the Contract and the SOR and of attending to the matters arising which require their action or attention will be at each party’s own cost.

8.4 Contract reporting

The Customer requires a series of reports in order to manage and monitor the performance of the Service Provider. The Service Provider will need to have in place a single point of contact responsible for meeting the Customer’s reporting requirements, including those listed in this section and other operational reports outlined throughout this document and ad hoc reports requested by the Customer from time to time.

The Service Provider is required to meet the reporting obligations in a timely manner while ensuring accuracy and consistency. The Service Provider is also required to be dynamic and be able to meet the Customer’s changing reporting needs.

Requirement	Description	Service Levels	
		Performance Standard	Performance Target
Quality Report - Recording	<p>For the preceding month, provide a summary of:</p> <ul style="list-style-type: none"> > number of hours of Proceedings recorded during Business Hours and after Business Hours in total and by location and by court (FCA, FCoA and FCC) > number of Proceedings held that were not recorded in full but were included in the Court List the day before the Proceedings and the Service Provider was not notified in writing by the Customer that the recording was no longer required > number of instances where a person not authorised to listen to a specific audio file did in fact listen to that audio file > number of hours of Proceedings scheduled to be recorded > number of on the day changes to recording times requested 	Monthly, by the 5th Business Day of the next month	Pass

	<ul style="list-style-type: none"> > complaints received regarding the Recording Services <p>For each Proceeding recorded show the:</p> <ul style="list-style-type: none"> > location and Judge or Registrar > if a change to the recording time or location was requested on the day > scheduled vs. actual recording time > number of hours recorded during Business Hours and after Business Hours if cancellation occurred, timestamp of cancellation notification and resulting cancellation charges. <p>For the preceding month and financial year to date provide a summary report on:</p> <ul style="list-style-type: none"> > Time in Court for In-Court Monitoring > Number of sittings per Judge/Registrar (sitting is any time in court on one particular day) > Number of recording hours per Judge/Registrar > Average recording hours per day per Judge/Registrar > Total cost of recordings per Judge/Registrar. <p>Note that detailed statistics on Recording Services must be maintained in registers (see section 5.4.7)</p>		
<p>Quality Report – Transcripts Report</p>	<p>For the preceding month, provide a summary of:</p> <ul style="list-style-type: none"> > number of Transcripts ordered by Customer (showing each court: FCA, FCoA, FCC), Litigants, Non-Parties, Media and others > Judges Transcript Orders and Registrar Transcript Orders by Folio, broken down by FCA, FCoA, FCC > Judges sitting day reports > percentage of folios delivered that contained Errors > percentage of Transcripts delivered by turnaround time within the requested/ordered turnaround time > percentage of Transcripts delivered by turnaround time after the requested/ordered turnaround time 	<p>Monthly, by the 5th Business Day of the next month</p>	<p>Pass</p>

	<ul style="list-style-type: none"> > total revenue generated through sales of Transcripts, by breakdown between each of the courts, Litigants, non-Parties, Media and others > complaints received regarding the Transcription Services from Customer and Litigants and others <p>For each Transcriber show the:</p> <ul style="list-style-type: none"> > number of transcribed folios > the number of transcribed folios with 0 errors > the number of transcribed folios with 1 error > the number of transcribed folios with between 2 and 5 errors > the number of transcribed folios with more than 5 errors. <p>This report should be anonymised so that the name of the Transcriber is replaced with an alias, eg “Transcriber 8” but performance can still be tracked month to month for that individual.</p> <p>For each Transcript ordered show the:</p> <ul style="list-style-type: none"> > date and time it was ordered > details of the person and organisation that has ordered it > requested/ordered turnaround time > the actual date and time of delivery > if the actual turnaround time exceeded the requested/ordered turnaround time > if the order was placed by the Customer > the number of Litigants the Transcript was sold to > if any Errors were reported relating to the Transcript > revenue generated through sales of the Transcript. <p>For the preceding month and financial year to date provide a summary report on:</p> <ul style="list-style-type: none"> > Total cost of transcripts per Judge/Registrar 		
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	Note that detailed statistics on Transcription Services must be maintained in registers (see section 5.4.7)		
Performance against the Contract Report	<ul style="list-style-type: none"> > Service Provider self-assessment of KPIs (does not include assessment of Service Levels. These are only to be reported on upon request) > Service Provider to indicate activities undertaken to meet obligations to investigate emerging technology and future savings > All relevant logs, registers, summaries 	Quarterly, by the 5th Business Day of the next quarter	Pass
Client satisfaction Report	<ul style="list-style-type: none"> > Survey to determine satisfaction with service provision/delivery > Clients surveyed must be at least 50% Customer users (for this purpose, Customer users means staff engaged or employed by the Customer) > Summary of all sustained complaints received 	After six months, 12 months and annually every year thereafter, by the 20th Business Day after the end of the period	Pass
Maintenance summary report (if in scope)	<ul style="list-style-type: none"> > Summary of preventative maintenance undertaken, any identified problems, areas for improvement, reactive maintenance / call outs (including response times), help desk usage > Including relevant logs/registers 	Monthly, by the 5th Business Day of the next month	Pass
Ad hoc reports as requested	<ul style="list-style-type: none"> > Anything relevant to the Customer to assist in making informed decisions regarding the contract > May include the actual performance against Service Levels as stated in this SOR <p>From time to time the Customer may require ad hoc reporting and deliverables. Where the report is directly related to a Service under this Contract (for example reporting against specified Service Levels) the report will be at no additional cost to the Customer. Where the report is outside of the scope of the Service Provider's Services under this Contract, the Customer will seek a quote before engaging the Service Provider.</p>	As requested	Pass

In addition to the contract management reports listed in this section the Service Provider will also be required to provide a range of operational reporting on a regular and ad hoc basis.

[Note to Tenderers: The Customer is interested in suggestions from Tenderers on how the above reporting requirements can best be met, including if they can be linked to the Online Ordering System so that the Court can easily reconcile between:

- > ***ordered Transcripts and Recordings***
- > ***delivered Transcripts and Recordings***
- > ***invoiced Transcripts and recordings.]***

From time to time the Customer may require ad hoc reporting and deliverables. Where the report is directly related to a Service under this Contract (for example reporting against specified Service Levels) the report will be at no additional cost to the Customer.

9 Performance management

The Customer intends to manage this Contract using a performance management philosophy and framework that:

- > is transparent, flexible and customer focused; and
- > has an emphasis on self-reporting by the Service Provider on Key Performance Indicators (KPIs).

The Service Provider must comply with the performance management framework including the Critical Success Factors and Key Performance Measures to ensure the overall objective of a successful relationship between the Service Provider and the Customer is achieved.

9.1 Critical success factors

The Critical Success Factors (CSFs) articulate goals that demonstrate the Service Provider's level of achievement against the Customer's key objectives and the Service Provider's ability to demonstrate performance. These may be addressed in meetings assessing the Service Provider's performance of the contract, and will act as a guide to the success of the relationship and contract. They will form part of the basis for the Customer when making any decisions about Contract Extensions that may be available under the Contract.

The CSFs are identified in the table below:

CSF	Content
CSF 1	Services delivered in a technologically contemporary environment and offer ongoing increasing value to the Customer whilst ensuring continuity in high quality and delivery of Services
CSF 2	Flexibility in delivery of Services to allow for complex Court Room environments
CSF 3	Foster a collaborative relationship that enables effective communication and performance management
CSF 4	Service Provider accepts responsibility for meeting Customer's objectives and delivers consistent quality of Services.

9.2 Key performance indicators

KPIs are to be measured by the Service Provider and reported quarterly in the “Performance against the Contract” report (section 8.4 of the SOR). KPIs serve as indicators of performance achievement towards the CSFs. Performance against KPIs will be assessed on the basis of ‘pass’ or ‘fail’ by the Service Provider and agreed with the Customer.

The Customer and the Service Provider will review the KPIs at the anniversary date of the contract to ensure they are relevant and align with the Contract’s objectives and requirements. KPIs will only be changed by mutual agreement and any changes must be finalised no later than one month after the anniversary date of the contract.

The following table describes the KPIs the Service Provider must meet Tenderers should provide commentary on these KPIs in their tender responses. The Customer may negotiate KPIs with the successful Tenderer before entering into the Contract.

CSF	KPI	Description	Target	Methodology
CSF 1	1	Standardise service delivery, leverage available technology and overall improve the way the services are delivered	Min.1 per quarter	Recommendations raised in writing to the Customers contract manager, reviewed and approved by the Customer for implementation
CSF 2	2	Percentage of Transcripts delivered within agreed timeframes that were recorded in Remote FCA Proceeding	90%	Measured monthly, based on the “Quality Report – Transcripts”. Defined as “Number of Transcripts recorded outside of a Court Room delivered within the timeframe specified when it was ordered” / “Total Number of Transcripts recorded in outside of a Court Room ordered”
	3	Instances where the actions of the Service Provider’s personnel impede Customer operations (including instances where on the day changes can’t be accommodated, requested audio recordings can’t be found on time, data breaches, confidentiality and other compliance requirements)	Nil	Measured monthly, based on substantiated complaints received.
CSF 3	4	Overall satisfaction of Court Judges and Customer Contract Management Team with the Service Provider service	80%	Six monthly (in first year) or annual (in all subsequent years) survey conducted by the Service Provider based on contact details of Customer Staff provided by the Customer. Questions to be defined by the Customer.

CSF	KPI	Description	Target	Methodology
	5	Instances where a complaint can be directly attributed to the actions of the Service Provider, as determined by the Customer	Nil	Measured monthly, based on substantiated complaints received.
	6	Regular reporting, contract management and timely resolution of issues raised	95%	Measured monthly. Provision of reporting requested in section 9.3 of this SOR by the 5th business day of the month for the previous month
CSF 4	7	Percentage of Transcripts delivered within the timeframes specified when Transcript was ordered	95%	Measured monthly, based on the "Quality Report – Transcripts". Defined as "Number of Transcripts delivered within the timeframe specified when it was ordered" / "Total Number of Transcripts ordered"
	8	Instances where Transcript quality and accuracy is negatively impacted by audio quality, including stored audio and annotation files unable to be located	Nil	Measured monthly, based on substantiated complaints received, and self-reporting by the Service Provider
	9	Number of (as defined in section 9.4 of this SOR) errors in a Transcript	No more than 1 per 100 words (folio)	Measured monthly, based on an audit of 20 transcripts selected at random by the Customers' nominated auditor, with 2 folios from each transcript selected at random by the auditor checked for errors. Defined as "Number of errors found" / 4000
	10	Availability of online Order Portal to all users attempting to access at any given time	99.9%	Measured monthly based on self-reporting by the Service Provider

9.3 Consequences to not achieving KPIs or Service Levels

If the following KPIs or Service Levels are not met by the Service Provider, the following Service Credits and other consequences will apply.

[Note to Tenderer: The FCA Entity intends that there will be financial and other consequences if the successful Tenderer does not meet the requirements of the Contract including KPIs and Performance Standards/Performance Targets, which reflect the reduced value of the Services provided to the FCA, FCC and FCoA. Tenderers should propose any additional regime for consideration by the FCA Entity]

9.3.1 Service Levels pertaining to availability of Recording

Service Levels regarding the availability of Recordings are critically important to the Customer. If a Proceeding held in a Court Room is included in the Court List at 4.30pm on the day before the Proceeding but not recorded by the Service Provider in full, a total discount of 5% on all Fees charged to the Customer within the month of the event occurring is to be applied unless the Customer notifies the Service Provider that the a recording was no longer required.

9.3.2 Service Levels pertaining to the confidentiality of Recordings and Transcripts

Service Levels regarding the confidentiality of Recordings and Transcripts are critically important to the Customer. If a person other than an employee of the Customer or the Service Provider gains access to a Transcript and/or an audio file that was recorded by the Service Provider, a total discount of 5% on all Fees charged to the Customer within the month of the event occurring is to be applied unless the Customer advised in writing that the person in question was authorised to listen to that specific audio file and/or gain access to the Transcript.

9.3.3 Service Levels pertaining to quality of Transcripts

Service Levels regarding the quality of Transcripts are critically important to the Customer. If the actual number of Errors within a Folio exceeds the number of Errors stated as acceptable in this SOR, the Service Provider must not charge for the Transcription of that Folio and is to rectify the identified Error(s) at no charge.

9.3.4 Service Levels pertaining to turnaround time of Transcripts

Service Levels regarding the turnaround time of Transcripts are critically important to the Customer. If the actual turnaround time is longer than the requested turnaround time when the order was placed, the Service Provider must not charge more than the fee that would have applied if the actual turnaround time was ordered.

9.4 Errors and mistakes in Transcripts

An error in the Transcript means any mistake, inaccuracy or error in the Transcript and includes the following:

- > A misspelling of any word, including the names of people, places, goods and events
- > An un-transcribed word including a blank space (represented by dots) placed in the Transcript to indicate that the word on the Recording was not recognisable
- > A mis-transcribed word (that is where a different word is typed into the Transcript from that recorded)
- > Failure to adhere to the Format of the Transcript including:
 - failure to type required features of the Format (including Annotations) such as identification of witnesses
 - typing an exhibit or Marked for Identifications (MFIs) identification in the wrong part of the Transcript text
 - failure to have the Transcript checked via Transcript checking software
 - omissions of text
 - omissions of speaker's name
 - speech attributed to the wrong speaker.

9.5 Customer satisfaction

The Customer's Representative will be ultimately responsible for determining the Customer's satisfaction with the Service Provider's performance for the purpose of assessing KPI results, as at section 9.2. However, this will be discussed amongst the Customer members of the Relationship Management Group. The Service Provider will survey staff, Customer Judges, Customer Contract Management Team and other stakeholders in order to gather further information as agreed with the Customer. These surveys will be used to inform the Customer's Representative but do not replace his/her role as the ultimate decision maker regarding the relevant KPIs.

The Customer reserves the right to request a third party to assist in the calculation of its satisfaction.

The initial Contract Term may be extended based extension options available in the Contract, subject to the Service Provider achieving the Critical Success Factors listed in section 9.2. Contract Term extensions are at the discretion of the Customer.

The Service Provider's performance against the CSFs will be used by the Customer to guide the decision on the Term extension.

10 Security requirements

The Service Provider must meet the requirements of the Protective Security Policy Framework (**PSPF**) and Information Security Manual (**ISM**) to the level of the FCA data classification (Official). This includes instances where the Service Provider makes available or uses systems for the following:

- > Networks, including the internet, public networks and wide area networks;
- > Storage facilities for records, Recordings and Transcripts;
- > Transfer of records, Recordings and Transcripts;
- > Transcription of audio files (including the security of the systems used by staff and contractors);
- > Provisioning of access to audio files (eg via a website portal); and
- > Provision of the Online Ordering Portal.

The Service Provider must complete and return to the Contract Manager a Third Party Security Assessment Questionnaire (TPSQ) annually – a copy of the TPSQ is provided at Part D - Attachment B

Where the Service Provider's network connects to the Customer's network (e.g. to facilitate the provision of AV Support and Maintenance Services) the Service Provider must install a firewall in the building(s). This firewall must be connected to a Customer firewall to ensure security for both networks. The model and Software of the firewall must be approved by the Customer.

Where digital audio Recordings, Transcripts and other documents produced under this Contract are transmitted over the internet or other public networks (eg were used as a wide area network or for transmission to/from remote transcribers) the Service Provider must ensure that all communication is encrypted in accordance with the cryptography requirements of the ISM.

Where digital audio Recordings, Transcripts and other documents produced under this Contract are stored using computer systems including cloud storage the Service Provider must ensure that adequate security is applied and that all data remains within Australia. This equally applies to the computer systems used by Transcribers.

Where digital audio Recordings are used by Transcribers, the Customer has a preference for those audio files not to be downloaded for the purposes of transcribing but for them to remain on the providers system(s). If copies were created they must be deleted at completion of Transcription process.

11 Defined terms

[Note to Tenderers: The following defined terms may be consolidated with the terms in the Contract entered with the successful Tenderer (if any).]

Term	Definition
Adjourned	Means when a Proceeding is put “on hold”
All	Means FCA, FCoA and FCC
Appearance	Means a notice of persons present at a Proceeding
Audio Monitoring	Means the active monitoring of an audio feed as it is being recorded to ensure a feed is maintained and identifying any issues as they arise and includes Remote Audio Recording which is the remotng into the Recording Equipment from offsite and starting and stopping of recording
AV Equipment	Means electronic media equipment and/or technology possessing an audio and/or visual component and includes video conferencing equipment and evidence display
AV Infrastructure	Means AV Equipment and/or technology owned by the Customer located in the Court Rooms and other locations at Customer Sites and as described in Clause 6.1 and Attachment A of this SOR and the Data Pack, or as amended by the Customer from time to time.
Capital City	Means the Court Locations: Canberra, Sydney, Darwin, Brisbane, Adelaide, Hobart, Melbourne, and Perth
Cessation	Means the end of the Proceedings for a given matter
Circuit Locations	Means locations in which a Proceeding is held as detailed at Attachment A – Data Pack.
Contract management	Means the activities required to ensure the performance and compliance of the Service Provider’s activities to the requirements set out in this SOR
Contract management group	Means the Contract Management Group described at section 8.1 of the SOR which is responsible for managing the Contract between the Customer and the Service Provider and comprises of representatives from the Customer and the Service Provider
Court Building	Means the building occupied by the Customer, FCA, FCoA, or FCC at the Court Locations.
Court List	Means the source to find the time and place of a court appearance, and/or to find out the scheduled proceedings in the Court Rooms on a particular date. It can be found on Customer websites and electronic signage in Court Buildings.
Court Locations	Means locations in which a Proceeding is held as detailed at Attachment A – Data Pack.
Court Proceeding	See Proceeding

Term	Definition
Court Sitting	Means when a Proceeding is in session
Court Registry	Means offices within court locations that can provide assistance and guidance with court matter and court forms
Court Room	Means the current schedule of the Federal Court of Australia, the Family Court of Australia and Federal Circuit Court of Australian Court rooms as provided at Attachment A – Data Pack.
Critical success factors (CSF)	Means those requirements described at section 9.1 of the SOR which the Service Provider is required to observe to perform the Services and achieve the key objectives of the Contract to the satisfaction of the Customer
Customer Equipment	Means Equipment owned by the Customer and includes AV Infrastructure
Data	Means and includes all information stored on magnetic tapes, disks or in written form of any kind
Data Pack	Means the document at Part B - Attachment A – Data Pack of the Tender documentation that provides information to assist Tenderers in preparing and scoping the requirements of the Request for Tender (RFT)
Decision	Means an In-Court decision made by a Registrar in a proceeding
Dictation Recording Device	Means device used to record speech (in this context, for Transcription at a later time)
Dictation	means the act of recording (written or typed) speech
Draft contract	Means the draft Contract at Part C of this RFT
Error	Has the meaning given to it in section 9.4 of this SOR
Ex Tempore Judgment	Means an oral judgment that is recorded by the Service Provider, and is usually given by a court at the conclusion of a hearing. The final production of the judgment is the responsibility of the court.
Fault	Means an issue/incident/breakdown of equipment covered by the Maintenance and AV Support Services (section 6 of this SOR)
FCoA Appeals Division	Means three or five Judges sitting together to hear a Proceeding in the Family Court
Hardware	Means the machines, wiring and other physical components of Recording Equipment
Hearing Aid Loop	Means sound system for use by people with Hearing aids. The Proceeding loop provides a magnetic, wireless signal that is picked up by the Hearing aid when it is set to 't' (telecoil) setting
In-Court Monitor	Means Service Provider staff undertaking In-Court Monitoring

Term	Definition
In-Court Monitoring	Means Audio Monitoring undertaken in a Court Room and the tasks described in 3.4.
In-Court Monitoring Room	Means those rooms at Court Locations designated by the Customer for the purposes of undertaking In-Court Monitoring
In-scope services	Means the Services required to be performed by the Service Provider as a part of the Contract
Judgment	Means the reasons for judgment and any orders made at the conclusion of the hearing of a proceeding or any interlocutory process including any order as to costs. The final production of the judgment is the responsibility of the court
Key Performance Indicator (KPI)	Means the indicators of performance achievement towards the CSFs as described at section 9.2 of this SOR
Litigants	Means a person or persons involved in any Proceedings and the legal representatives, employees, officers and agents of such person or persons.
Media	Means the means of mass communication in the forms of broadcasting, publishing and the internet
Mitigations	Means steps put in place to reduce the damages, injury, cost, and/or to prevent risks/issues
Modification	Means to alter, change or tamper
Native Title	Describes the recognition by the Australian legal system of rights and interests of Aboriginal and Torres Strait Islander peoples to land and waters according to their traditional laws and customs
Non-exclusive	Means the services are not restricted to the main Service Provider
Non-Parties	Means any person who is not the party to the Proceeding
Performance management	Means ongoing process and arrangements in place that that provides feedback, accountability, and documentation for performance outcomes
Performance standards	Means those characteristics which can be measured and monitored throughout the Term which will determine the Customer's level of satisfaction with the Service Provider
Performance targets	Means the acceptable performance regarding a Performance Standard. The Service Provider is expected to meet or exceed Performance Targets
Portable Equipment	Means Equipment, for the purposes of capturing Recording, which is mobile and easily transported or moved
Progressive	Means the development of a Transcript in stages. Stages are defined depending on the timeframe the Transcript is requested for

Term	Definition
Real Time	Means Real Time Transcription refers to the Transcript being produced at the actual time during which the Proceeding is taking place. Also refer to Attachment C
Records	Means Information stored or recorded in hard copy or digital format including Recordings, Transcripts
Recording Equipment	Means Service Provider Equipment and Portable Equipment
Registrar	Means Officer of the court directed by the court or a Judge to exercise certain powers
Relationship management group	Means the group regularly assessing the health of the relationship between the Customer and the Service Provider, especially in regard to the achievement of the CSFs and potential Contract Extensions.
Remote FCA Proceedings	Means Native Title matters and Non-Native Title matters (which may involve indigenous Australians or Torres Strait Islanders) heard in on-country locations, regional locations, remote locations or outside a Court Location or a Circuit Location
Remote Audio Monitoring	Means Audio Monitoring from the Service Provider Location (that is remote for the Court Room location) as detailed in 2.5.9
Response time	Means the target time to gain access to the affected equipment and systems to review the status and begin diagnosis
Service Provider Equipment	Means Equipment owned by the Service Provider for the provision of (in-scope) Transcription and Recording Services
SOR	Means Statement of Requirements (this document)
Speech impairment	Means a condition in which the ability to produce speech sounds that are necessary to communicate with others is impaired
Teleconference	Means a conference with participants in different locations linked by telecommunication devices
Third Party	Means a party other than the Service Provider or the Customer
Transcriber	Means a professional typist who listens to recorded or live audio files and converts into text format what they hear
Transition fee	Means Fee payable for Transition-In or Transition-Out Services, as the context requires
Transition Period	
Transition task	Means those tasks outlined in the Service Provider's Transition Plan to meet the requirements of the Transition Services
Troubleshoot	Means to find and correct issues with machinery or systems
Videoconference	Means conference in which participants in different physical locations take part by means of electronic sound and video communication

12 Attachments

12.1 Attachment A – Data Pack

Refer to separate spreadsheet titled “Part B – Attachment A – Data Pack”.

12.2 Attachment B – Transcript Style Guide and Judgment Templates

12.3 Attachment C – Real-Time Recording and Transcription Requirements

12.4 Attachment D – Access to Recording and Transcripts

12.5 Attachment E – Native Title Proceedings and Remote FCA Proceedings