

BUDGET ESTIMATES
PC 4 CUSTOMER SERVICE AND DIGITAL GOVERNMENT
30 AUGUST 2022

Contract tendered by
Mr. John Graham
Received by
Ros O'Brien
Date: **30/ 8/ 2022**
Resolved to publish Yes / No

ISSUE 2: PARK N PAY

Supporting Document 2: Rocks Parking Metre Tender

Home / Contracts Register Search / Contracts Register / Contract Award Notice Detail View - 2018PAG0075

The Supply, Installation and Maintenance of Parking Meters for the Rocks and Darling Harbour Precincts - 2018PAG0075

Contract Award Notice Details

Contractor Name **Reino International Pty Ltd**
Trading Name **Duncan Solutions Australia**
ACN **079147201**
ABN **75 079 147 201**
Is an Aboriginal or Torres Strait Islander owned business **No**
Street Address **1509 Herbert Street**
Town/City **St Leonards**
State/Territory **NSW**
Postcode **2065**
Country **AUSTRALIA**

Contract Award Notice ID **2018PAG0075**

Published Date **29 Oct 2018**

Category (based on UNSPSC)

46161505 - Parking meters

Agency Property and Advisory Group

Particulars of the goods or services to be provided under this contract

The Supply, Installation and Maintenance of Parking Meters for the Rocks and Darling Harbour Precincts

Contract Duration **24 Oct 2018 to 23 Jan 2022**

Other private sector entities involved in, with an interest in or benefiting from this contract

Not Applicable

Estimated amount payable to the contractor (including GST)

\$1,131,384.00 (Goods or services supplied)

Any provisions for payment to the contractor for operational or maintenance services

Maintenance with parts over five years = \$384,384.00 (including GST)

Method of tendering

Open

Description of any provision under which the amount payable to the contractor may be varied

Not Applicable

Description of any provisions under which the contract may be renegotiated

Not Applicable

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Supporting Document 3: Correspondence with Dominello's Office

On 7 Feb 2019 at 4:45 pm, Trent Loebel

wrote:

Dear Victor, et al,

Thank you very much for your time today – Jeremy and I appreciate the opportunity to meet with you and discuss both contemporary and future solutions for parking payments, parking availability and pricing information.

We are excited about being able to work with you on the 'ParkCheck' concept and project, which will leverage the existing investments made by NSW local governments to deliver citizens a new and pleasing experience when looking for parking spots and then paying for them. As discussed, we will arrange a time to meet next week with Anuraag and Beece to progress a plan for this project (scope, timelines and budget).

Best Regards
Trent

Trent LOEBEL
Group CEO

Duncan Solutions & CIC Technology

w. www.duncansolutions.com.au

w. www.cictechnology.com

<image008.jpg> <image009.png>

Keep in touch

<image005.png><image006.png><image007.png>

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Supporting Document 4: Deed of Confidentiality

Head of Information Management
Department of Finance, Services and Innovation



**Deed of Confidentiality, Fidelity and
Ownership of Intellectual Property Rights**

BY THIS DEED dated the 15th day of FEBRUARY 2019.
BETWEEN NSW Department of Finance, Services and Innovation, 2-24 Rawson Place Sydney NSW 2000
Australia ("the Customer")
AND Kevo International Pty Ltd (Kevo Services Australia)
(insert name and address for service of Confidant) ("the Confidant")

RECITALS:

- A. In the course of the Confidant performing certain Services for the Customer (whether directly or indirectly), the Confidant may:
 - (i) become aware of information belonging to or in the possession of the Customer that is confidential; and
 - (ii) be entitled to certain Intellectual Property Rights arising from the performance of these Services.
- B. Improper use or disclosure of that information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. The Customer requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Agreement) to ensure that the Customer's confidential information is kept confidential and that the Confidant performs those services faithfully and without any conflicting interest.
- D. The solution which the Confidant is providing (eg tariff information, rating engine, transaction processing, parking guidance) will remain the Intellectual Property of the Confidant. The user facing parking App will be the property of the Customer.
- E. The Confidant notes that in addition to the obligations imposed by this Deed, the Confidant is required to comply with the agency code of conduct, updated from time to time, which can be accessed on the Customer's [Fairwork home page](#).

AGREED COVENANTS:

1. Recitals

The parties acknowledge the truth and accuracy of the Recitals in every particular.

2. Interpretation

2.1 Definitions

In the interpretation of this Deed, unless the contrary intention appears or the context otherwise requires or admits, the following expressions shall have the following meanings:

"Confidential information" means information that:

- (a) is by its nature confidential;
- (b) is designated by the Customer as confidential; or
- (c) the Confidant knows or ought to know is confidential;

and includes:

- (i) the intellectual property;
- (ii) the financial information;
- (iii) the corporate information;
- (iv) the commercial information;
- (v) the other information;
- (vi) information of a third party;

but does not include information which:

- (i) is or becomes public knowledge other than by breach of this Deed;
- (ii) is legally required to be disclosed; or
- (iii) has been independently developed or acquired by the receiving party.

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"the intellectual property" means any information comprised in or relating to any Intellectual Property Rights of the Customer or the Government;

"the financial information" means any information relating to the financial position of the Customer or the Government, and in particular includes information relating to the assets or liabilities of the Customer or the Government and any other matter that does or may affect the financial position or reputation of the Customer or the Government;

"the corporate information" means information relating to the internal management and structure of the Customer or the Government, and includes information relating to the personnel, policies and strategies of the Customer or the Government;

"the commercial information" means any information of the Customer or the Government to which the Customer or the Government has access (not comprising the intellectual property, the financial information or the corporate information) that has any actual or potential commercial value to the Customer or the Government or to a third party which supplied the commercial information;

"the governmental information" means any information relating to the decisions, policies, strategies, practices and procedures of the Government of the State of New South Wales including without limitation information which is Cabinet in Confidence;

"the other information" means:

- (a) any information in the Customer's possession relating to government sector agencies or the Customer's clients or suppliers, and like information;
- (b) any information stored on computer or other data processing systems, belonging to the Customer or the Government or to which the Customer or the Government has the right to access;

"Government" means the Government of the State of New South Wales, including without limitation, any government sector agency or entity established by statute whether or not the entity represents the Crown;

"Intellectual Property Rights" includes copyright, trade mark, design, patent, semiconductor or circuit board layout rights, trade, business or company names, confidential or other proprietary rights, or any rights to registration of such rights, whether created before or after the date of this Deed and whether created in Australia or elsewhere;

"Notice" means notice in writing given in accordance with this Deed;

"Services" means the work undertaken by the Confidant for the Customer; and

"Written" and words of like import include printing, typing, lithography, photography and other modes of representing or reproducing words in a tangible and visible form and "written" shall have a corresponding meaning.

2.2 General

Unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its sub-clauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Deed;
- (h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- (i) each and every provision of this Deed and each and every part thereof shall unless the context otherwise necessarily requires be read and construed as a separate and severable provision and as separate and severable parts thereof shall be void or otherwise unenforceable for any reason whatsoever then such provision or part thereof as the case may be shall not only be covered but the remainder shall be read and construed as if the severed provision or part thereof was omitted therefrom.

3 Non-Disclosure

- 3.1 The Confidant must not disclose the confidential information to any person without the prior written consent of the Customer.
- 3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.
- 3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the confidential information.
- 3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

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- 4 **Restriction of Use**
- 4.1 The Confidential will use the confidential information only for the purpose of its dealings with the Customer (whether directly or indirectly).
- 4.2 The Confidential must, unless otherwise authorised by the prior written consent of the Customer:
- (a) treat as confidential and secret all of the Confidential Information which the Contractor has already acquired or will acquire from the Customer;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use, disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed; and
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed.
- 5 **Survival**
- 5.1 This Deed will survive the termination or expiry of the Contract providing for the performance of services by the Confidential (whether directly or indirectly).
- 6 **Production of Documents**
- 6.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidential containing the confidential information.
- 6.2 The Confidential must immediately comply with a demand under this clause 6.
- 6.3 If the Customer makes a demand under this clause 6, and the Confidential has placed or is aware that documents containing the confidential information are beyond his or her possession or control, then the Confidential must provide full particulars of the whereabouts of the documents containing the confidential information, and the identity of the person in whose custody or control they lie.
- 6.4 In clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.
- 7 **Legal Proceedings**
- 7.1 The Confidential acknowledges that the Customer may take legal proceedings against the Confidential or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.
- 8 **Conflict of Interest**
- 8.1 The Confidential warrants that before entering into this Deed it has disclosed to the Customer all the past, current and anticipated interests of the Confidential which may conflict with or restrict the Confidential in performing services to the Customer fairly and independently.
- 8.2 The Confidential shall not, during the course of this Deed, engage in any activity or obtain any interest likely to conflict with or restrict the Confidential in providing services to the Customer fairly and independently and shall immediately disclose to the Customer such activity or interest.
- 9 **Intellectual Property**
- 9.1 The solution which the Confidential is providing (eg tariff information, rating engine, transaction processing, parking guidance) will remain the Intellectual Property of the Confidential. The user facing parking App will be the property of the Customer.
- 10 **Indemnity**
- The Confidential is liable for and agrees to indemnify and keep indemnified the Customer in respect of any claim, damage, loss, liability, cost, expense or payment which the Customer suffers or incurs as a result of:
- (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
 - (b) the disclosure or use of the Confidential's Information by the Contractor other than in accordance with this Deed.
- 11 **No Exclusion of Law or Equity**
- 11.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the confidential information.
- 12 **Waiver**
- 12.1 No waiver by the Government or the Customer of one breach of any obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or of any other obligation or provision.

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- herein contained or implied.
- 12.2 None of the provisions hereof shall be taken either at law or in equity to have been varied, waived, discharged or released by the Government or the Customer unless by its express consent in writing.
- 13 Remedies Cumulative**
- 13.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 13.2 Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.
- 14 Variation and Amendments**
- 14.1 No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the parties hereto in the same manner as this instrument.
- 15 Governing Law**
- 15.1 This Deed shall be governed and construed in all respects in accordance with the law of the State of New South Wales and the parties hereto hereby submit to the jurisdiction applicable of the Courts of the said State and the Commonwealth of Australia in respect of all matters arising hereunder or relating hereto.
- 16 Notices**
- 16.1 A notice or other communication which may be given to or served on the Confidant under this Deed shall be deemed to have been duly given or served if it is in writing, signed by the Customer and is either delivered by hand, posted or a copy transmitted electronically to the Confidant at any registered office of the Confidant or posted to the Confidant's address set out herein or such other address as may be notified in writing to the Customer from time to time.
- 16.2 A notice or other communication which may be given to or served on the Government or the Customer under this Deed shall be deemed to have been duly given or served if it is in writing, signed by or on behalf of the Confidant and is either delivered by hand, posted or a copy transmitted electronically to the Customer at the address set out herein or such other address as may be notified in writing to the Confidant from time to time.
- 16.3 A notice sent by post shall be deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent.
- 16.4 A notice sent by facsimile transmission shall be deemed to have been given when the machine on which the notice is sent reports in writing that the notice has been transmitted satisfactorily.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED

by <u>Tania Lopez</u>	
[insert name of Customer Representative]	(signature of Customer Representative)
In the capacity as <u>DIRECTOR</u>	
[insert position] but not so as to incur any personal liability	
In the presence of <u>Asim Samir</u>	
[insert name of Witness]	(signature of Witness)

SIGNED SEALED AND DELIVERED

by <u>Reece Clementi</u>	
[insert name of Confidant]	(signature of Confidant)
In the presence of <u>ANURAG RAI</u>	
[insert name of Witness]	(signature of Witness)

Date: 27/05/2019

NSW Government Park'nPay Project - Co-funding Quotation

Quote #: 20190527TL



Pricing Quotation

Tariff/Rating engine, payment processing capability, app time development & delivery fee				
*PEMS Azure platform API's for Tariff/Rating engine; Payment details tokenisation/storage; Payment Processing (MasterCard, Visa, American Express, Apple)	1	\$	210,000	\$ 210,000
*Integration & testing with App				
*Hosting, data and processing fees				
*PCI DSS certification maintenance (eg monitoring, penetration testing, audits)				
*99.9% availability, 2 hour response time				
*Level 2 support, 14 hours 365 days per annum				
*Support for tariff maintenance (this is a significant effort across NSW)				
*Payment reconciliation reporting and management for each council / operator site				
*L2 support for end user payment enquiries				
Tariff/Rating engine configuration (each per council/operator parking site)				
Tariff information / Rating engine fee per unique tariff per council/operator parking site (existing Duncan configuration tariff is no charge)	1	\$	360	TBC
Payment transaction processing fee	1	\$	0.40	TBC
Per individual parking transaction				
Monthly Fees - escalation to link off upon the earlier of 12 months per lot from commencement date OR by number of parking meters (or equivalent spaces) addressed:				
Tier 1 - Year 1 or <500 meters	1	\$	15,000	\$ 15,000
Tier 2 - Year 2 or >500 meters	1	\$	24,000	\$ 24,000
Tier 3 - Year 3 or >1500 meters	1	\$	36,000	\$ 36,000
Total Monthly Fees (per annum)				

*Quotation valid for 30 days
 *Prices are in AUD and exclusive of any taxes
 *Excludes marketing costs (eg signage)
 *Excludes provision of customer service / call centre capability. Duncan call centre service \$2.10 per minute.
 *Assumes min commitment of 24 months (ie. if terminated early then 24 months' payment)
 *NSW Government endorsement of partnership with Duncan
 *Duncan has perpetual royalty free license to use any IP generated through project (eg. for national / other states)
 *Intellectual Property rights protected on all NSW government owned IP. All IP created by Duncan developed elements (registration, rating, processing, guidance) - NSW Government can use Duncan PEMS data feed safely for agreed app only (ie. can't then provide to other parties without Duncan approval)
 *NSW Government to provide application user interface capability and Duncan to provide payment information, payment rating and parking guidance data via API. No cross-indemnities on either party but best endeavours requirement.

Supporting Document 5: Duncan Quote

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Date: 27/05/2019

NSW Government Park'nPay Project - Cofunding Delivery Schedule

Quote #: 20190527TL



Delivery Schedule (estimated)

Workroom	
Complete agreed scope & project plan between NSW Department Customer Service and Duncan	June
Development & testing of Tariff/Rating engine, payment processing capability	August
Property NSW (Rocks site) Payment App implementation	August
State-wide rollout	October+
Parking Guidance capability (Phase 2)	TBC

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Supporting Document 6: Correspondence from Ministers Office

DCS.002.002.6471_0001

Thanks Matt – agree that a probity check on approach to date, and plan moving forward is a good idea. So will arrange ASAP.

From my perspective:

- There was not a "Procurement Process", but a trial set-up in a government-owned location (The Rocks) & another council that opted in (Liverpool)
- We paid the meter provider in the Rocks (Duncan) to build the way the app works with meters, but Park n Pay is generic and could be adopted by any council / meter combination. We might consider onboarding other providers, meter providers is lower than Duncan
- Adoption is not mandatory, a council could have a different solution, not participate etc

- a Privacy Impact Assessment has been completed for PnP, we are in the process of addressing all the key recommendations.
- Current usage is 5910 downloads and 3387 transactions in the 2 councils
- Good feedback from Aunrag below in case required.

Regards,
Greg

From: Aunrag Rai
Date: Thursday, 5 December 2019 at 12:37 pm
To: Greg Wells
Cc: Emma Robinson
Subject: Park'nPay Overview

Please see below the information you have requested.

Background

The early vision of the app was to improve the parking experience for the citizens of NSW by providing an unambiguous method to pay for parking across the state irrespective of council jurisdiction and infrastructure ownership. Our initial findings were, there is no single app that works across the board. Even the apps available in the market had a poor take up. Early discussion with the Councils like City of Sydney further endorsed this fact.

The Rocks was selected as the trial location by the Minister's office as it fell within the responsibility of Property NSW, that at the time was within the Department of Finance, Services and Innovation (DFSI) cluster. The Meter provider for the Rocks area was Duncan Solutions. During the initial discovery and scoping phase, it was identified that approximately 70% of the parking meters in NSW are owned/operated by Duncan Solutions. To accelerate roll out of the app across multiple councils with one simple payment parking solution, engaging Duncan Solutions was critical. NSW government signed a contract with Duncan for to build of the tariff information and the payment processing via the API gateway. The development on Duncan side was done as per the requirement provided by the DCS to have a scalable solutions.

After the news of the Trial in Rocks and Minister's media announcement, Liverpool council were quick to flag a desire to join the trial.

Park'nPay Technology

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DCS.002.002.6471_0002

Park'nPay app platform is completely agnostic of hardware providers and is currently able to connect via API's with any operator. The app does not even need the physical meters to operate. Our message to the councils have been, we will work with any provider you have. As we look to rollout to more councils across the state, we are intending to onboard additional parking vendors. There is no 'exclusive relationship between Duncan Solutions' and the NSW Government.

Current State

The app is live in Rocks and Liverpool. We are now actively working with councils across the state including City of Sydney, Parramatta, Northern Beaches, Inner-West, North Sydney, Mosman, Ryde, Central Coast, Byron Bay and Hunter Hill. The response from the councils is great so far. Treasury and Transport have identified Park'nPay in future work as a solution to reducing the traffic congestion with people driving around looking for Parking. Secure and Wilson own 80% of the privately owned car parks and they are happy to collaborate, share data to provide greater visibility to the citizens and improve efficiency.

Parking Solutions

Smart Parking: The Parking Australia CEO, has been pushed by his 3 members DCA (PayStay app) Cello Park, Smart Parking Solutions.

Next Steps

Hunter Hill

Senior Manager, DecGov

Service & Digital Innovation

Department of Customer Service, Level 8, 2-24 Rawson Place Sydney 2000

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Supporting Document 7: Correspondence indicting Minister's office choose trial location

SIGNED AS AN AGREEMENT

Signed for and on behalf of

The Crown in Right of the State of New South Wales acting through the Department of Customer Service ABN 81 913 836 179

By but not so as to incur personal liability

Signature of Customer representative

16/07/2019

Date

In the presence of:

Signature of Customer's witness

EMMA ROBINSON

Print Name

16/07/2019

Date

Signed by Reino International Pty Ltd
ACN 079 147 201 in accordance with
section 127(1) of the Corporations Act
2001 (Cth) by:

Signature of director/company secretary

Signature of director

TAN GROSE

TRENT LOEBEL

Print name

Print name

16 JULY 2019

Date

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SIGNED AS AN AGREEMENT

Signed for and on behalf of The Crown in Right of the State of New South Wales acting through the Department of Customer Service ABN 51 913 830 179

By but not so as to incur personal liability

In the presence of:

Signature of Customer

J GREG WELLS

Print name

16/07/2019

Date

Signature of Witness

EMMA ROBINSON

Print name

16/07/2019

Date

Signed by Palco International Pty Ltd ACN
679 147 231 in accordance with section
127(1) of the Corporations Act 2001 (Cth)
by:

Signature of ~~Director~~ company secretary

IAN GROSE

Print name

16 JULY 2019

Date

Signature of Director

TRENT LOEBEL

Print name

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Doc ID 646322963/9

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STATE OF NEW SOUTH WALES
DEPARTMENT OF CUSTOMER SERVICE

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**Supporting Document 8: Department Correspondence Expediting Duncan
Application**



**Customer
Service**

Please consider the environment before printing this email

From: Trent Loebel
Sent: Monday, 1 July 2019 1:01 PM
To: MD Ibrahim
Cc: Reece Clementi
Subject: RE: NSW eTendering: Your New Registration

Much appreciated Mohammed.

From: MD Ibrahim
Sent: Monday, 1 July 2019 12:52 PM
To: Trent Loebel
Cc: Reece Clementi
Subject: RE: NSW eTendering: Your New Registration

Hi Trent,

Thanks for the update. We will expedite your application and will let you know of the outcome shortly.

Kind regards
Mohammed

Mohammed Ibrahim
ICT Services team

Dept NSW | Department of Customer Service
www.procurepoint.nsw.gov.au
Level 23 McKell Building, 2-24 Rawson Place Sydney 2000



**Customer
Service**

Please consider the environment before printing this email

From: Trent Loebel
Sent: Monday, 1 July 2019 12:47 PM
To: MD Ibrahim ; Reece Clementi
Subject: RE: NSW eTendering: Your New Registration

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Supporting Document 9: Department Correspondence on due diligence checks

DCS.002.045.1632

Message

From: MD Ibrahim [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=594DC9EBED844605ADE8F903E65D0B6E-IBRAHAMM]
Sent: 8/07/2019 8:57:02 AM
To: Reece Clementi [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c42895dd2b2b4974970a683208b6abb0-CLEMENTR]
CC: Dora Shipley [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c6bfb9bf2288422d90d457c0a9feb2db-SHIPLED2]; Manikkam Iyer [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9c5ff7d4f2c74c56a187107ae53e1989-IYERVENM]; Dorothy Markovic [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f734a21e0e424687958aa48d1575ce63-MARKOVD2]
Subject: RE: NSW eTendering: Your New Registration
Attachments: DUN-PCI-20190527-PC-C1 Duncan Solution PCI Certificate.pdf; Quality Certificate FS 623549.pdf; capacitycapability_Duncan Solutions.docx; ICTServices_Duncan Solutions_Profile.pdf

Hi Reece,

Apologies for delayed response. We do not perform any due diligence checks either financial or personnel at the time of the application. Suppliers are required to supply financial details at the time of engagement or tendering. Suppliers are required to provide their Company Profile and Capacity & Capability at the time of engagement. These two documents will include details of their key personnel but we do not verify these details. Please see attached.

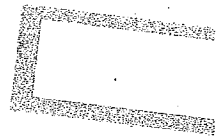
For your convenience, I have also attached the certifications they have submitted with the application.

They have also agreed to the below details:

Financial Information

In submitting the application, applicants confirm all of the following; - The applicant is solvent; (your business's net tangible assets are greater than its liabilities) - Not subject to insolvency proceedings and - Is able to pay all debts when they are due for payment. If you are offered work your business may be required to get an independent financial assessment. NSW Government agencies are required to assess a contractor's financial capacity at the time of engagement or tendering, and their ongoing ability to deliver the contracted works throughout the contract period. Does the applicant agree to the above?

Response: AGREE



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Supporting Document 10: Correspondence from Matt Dawson requesting a probity report be conducted

From: Matt Dawson
Date: Thursday, 5 December 2019 at 8:19 am
To: Emma Hogan

Greg Wells

"James Camilleri (Contact)"

Simon Geraghty

Anurag Rai

Subject: Park and Pay - probity advice

Hi Em and Greg

Yesterday the Minister met with the CEO of Parking Australia, Stuart Norman.

They are a membership organisation for 4 of the big parking tech companies which supply to councils.

As I understand it they do all the backend work which goes into installing and maintaining the meters (setting the tariffs etc.) as well as the handheld devices used by the rangers for enforcement.

They are understandably concerned about the launch of Park and Pay - which they see as a direct competitor for the business of local councils (i.e. a payment app).

The obvious difference between the payment apps they are seeking to offer to councils and Park and Pay is that ours is based on an objective of aggregating at scale so eventually you only need one app to pay for parking across all Sydney LGAs.

Here's a flavour for their concerns: <https://www.parking.asn.au/nsw-government-parknpay-app/>

DCS.002.002.6471_0003

In view of this, I think it would be useful to review the tender process for The Rocks and Liverpool trials and, in addition, to seek probity advice on the best way of expanding the product into more LGA, while allowing competition among the exist providers in the market.

As you probably know the reason for the Government embarked on developing an aggregated payment app is because, unlike Adelaide and Melbourne, Sydney does not have one and for whatever reason we are way behind most other capital cities.

So the Minister is happy with the product and supports the expansion into more council areas.

We just want to be sure that we are taking the best approach given the market sensitivities. Would it be possible to turn this around before the Christmas break?

Happy to discuss to provide more context.

Regards
Matt

Matt Dawson
Chief of Staff
Office of the Hon. Victor Dominello MP
Minister for Customer Service

BUDGET ESTIMATES
PC 4 CUSTOMER SERVICE AND DIGITAL GOVERNMENT
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Supporting Document 11: Buy.nsw.gov.au Website listing of OCM employees

https://buy.nsw.gov.au/ocm/employees/performance-and-management-services-scheme

Page contents

- Prequalified professional services suppliers
- Probity services personnel

De Haas Advisory Pty Ltd

HWL Ebsworth Lawyers

Inconsult Pty Ltd

Nexia Sydney Partnership

NTT Australia Digital Pty Ltd

O'Connor Marsden & Associates

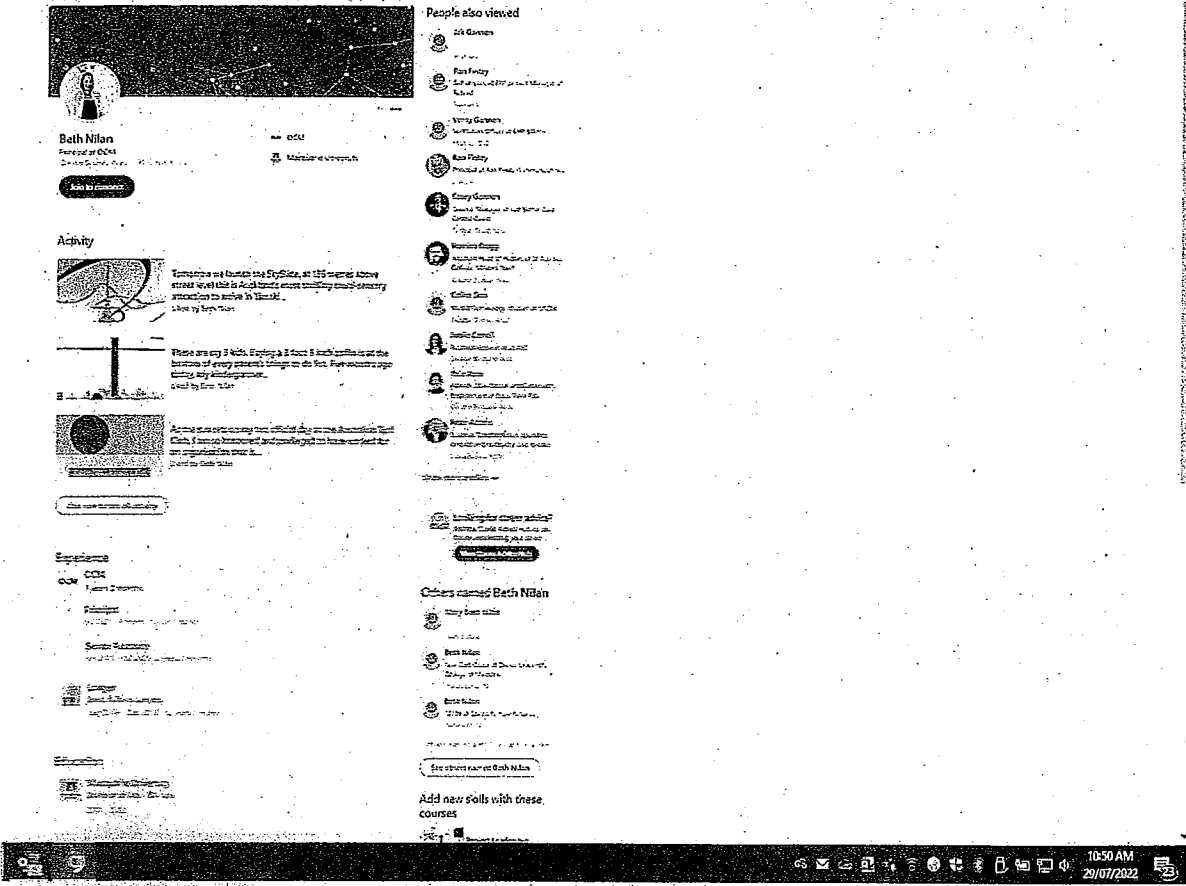
- Alastair Scott Fidler
- Alfred Martin Bald
- Andrew Conrad Marsden
- Arthur Magalhães
- Cara Murphy
- Conor Byrne
- Craig Andrew Spack
- David John Cooper
- David Alan King
- Eric Chung
- Flora Rosemary Hill
- George Raymond Stubbins
- Gregory Peter Blundell

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11:35 AM
23/07/2022

**BUDGET ESTIMATES
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Supporting Document 12: Beth Nilan LinkedIn



BUDGET ESTIMATES
PC 4 CUSTOMER SERVICE AND DIGITAL GOVERNMENT
30 AUGUST 2022

27 sub
3 file
issues?

Supporting Document 13: Request to change probity report

DCS.002.003.4159

Message

From: Teagan Hesson [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=67A0FF48C8B64E41ACE12CA56F827A89-HESSONT]
Sent: 17/02/2022 11:29:19 AM
To: Andrew Marden [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=use:00656180]
CC: Peter Barnett [pbarnett@ocm.net.au]; Sarah Mallin [SMallin@ocm.net.au]; Robert Clement [Roclement@ocm.net.au]; Anurag Rai [Anurag.Rai@ocm.net.au]; Simon Geraghty [Simon.Geraghty@ocm.net.au]
Subject: RE: Park'nPay probity advice
Attachments: 20200206_OCM Draft Advice_DCS Park'nPay App Trial Deployment - Confidential.docx
Importance: High

Hi Andrew

I left a message for you earlier, if you can call back or email, it would be greatly appreciated.

We have been advised that the Minister will be making an announcement later today regarding Secure and Wilson. There are no commercial interests, the aim is to make their parking more available via the app - this data is publicly available. Citizens will not be able to pay for parking at Secure Wilson's via the app. The aim is to reduce congestion and make it easier for motorists to find available parking.

Amongst completing other recommendations, we are in the process of updating the website based on your feedback and our internal legal advice to update the information and add an alternate method for both Councils and parking studios provider to get involved with us to explore onboarding or exposing their parking availability API via the app.

Can you please provide advice on how we manage the probity risk?

As part of the probity advice, we have highlighted in the draft report attached. Seeking to clarify that the trial was not intended to be a test of the Duncan technology, at the moment reads more like we chose Duncan first,

OCM - Digital Government Technology Platforms
OCM - Digital Government Technology Platforms | Department of Customer Service

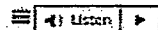
BUDGET ESTIMATES
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Supporting Document 14: Dominello Media Release

Accessible parking in real time with Park'nPay

Published: 30 August 2022

Released by: Minister for Customer Service and Digital Government



It has just become easier for motorists looking for accessible parking in Bondi, Bondi Junction, Bronte, Tamarama and Waverley to find a bay with real-time sensor data, now available on the NSW Government's Park'nPay app.

Minister for Customer Service and Digital Government Victor Dominello said the technology – the first roll out of what will ultimately be over 3600 sensors across the State – means people with a disability can now better plan their journeys.

"It is essential a smart State like NSW delivers digital solutions which are inclusive," Mr Dominello said.

"Data from these new sensors will be uploaded to the Park'nPay app where users will be able to locate accessible bays and see availability in real time.

"This tech means motorists with a disability can plan their journey with more confidence that their accessibility needs will be met.

"I congratulated Waverley Council for being the first council to come on board."

Member for Youssang Sabrina Cassin MP welcomed the new Park'nPay initiative which will provide real-time availability of accessible bays across the Waverley Council area.

"Park'nPay, which is already operating throughout Waverley and Woollahra Council areas, provides information on the availability of parking spots so people can plan their journey with confidence and easily find and pay for parking," Ms Cassin said.

"This means that local motorists and visitors with mobility parking permits can now find accessible parking at the touch of a button through the Park'nPay app.

"Everyone wants the opportunity to visit our iconic Eastern Suburbs Beaches and this is one way we can make that experience better."

[REDACTED]

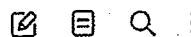
Mayor of Waverley, Paula Marston, said the Council was committed to increasing opportunities for residents, visitors and tourists to participate positively in community life.

"This new sensor technology makes it easier for people who require accessible parking to plan and enjoy a great day out at the beach and our beautiful ocean spaces," Mayor Marston said.

"It aligns with the aims of our Waverley Disability Inclusive Action Plan 2022-2025 which is to help our community feel that they can be active, healthy, valued and connected."

The real-time data will come online in the app as each council area is completed throughout 2022. For more information on Park'nPay visit <https://parknpay.nsw.gov.au/> or

< Letter to LC Clerk - Variation of scope of Order -



(c) an estimate of the significant number or volume of documents involved

Coal Mine Subsidence Compensation Fund

DCS (Subsidence Advisory) has commenced searches of its record keeping systems and the email inboxes of current Subsidence Advisory staff and former staff. To date, approximately 3000 documents have been identified as potentially within scope of this resolution.

If the scope of the order is not confined to documents created since 1 January 2018, additional searches will need to be carried out relating to documents dating from 2017 in the possession, custody and control of the Mine Subsidence Board at that time. The location of relevant documents dating from 2017 is complicated by the fact that these documents are contained on a file server that is not currently in use. At present, it has not been possible to access the server and an estimate of when access might be obtained is not currently available.

DCS considers that a more achievable timeframe for this resolution would be for the documents to be tabled on 10 February 2021. This extension takes into account the Christmas/ New Year shutdown period and availability of staff during this period and into January 2022.

Park'nPay app

The Project Team for the Park'nPay app includes approximately 100 people including an executive team of 20. An initial conservative estimate of the volume of documents in scope is that 20,000 documents are potentially within scope of this resolution. A review of this volume of documents will involve significant time and cost, and may require the use of external resources in order to respond to the resolution.

DCS considers that a more achievable timeframe for this resolution would be for the documents to be tabled on 28 February 2022. This extension takes into account the Christmas/ New Year shutdown period and availability of staff during this period and into January 2022 and the significant volume of documents involved.

If you would like more information, please contact David Easton on [redacted] or Rosemary Chandler on [redacted]

Yours sincerely

Rosemary Chandler
Director, Legal
Department of Customer Service

1 December 2021