



Australian Government

Department of Defence

ASDEFCON (Request for Proposal) V1.1

Incorporating:

Conditions of Proposal

Statement of Requirement

Released 29 September 2015

Note to External Agencies

External agencies intending to use this template will need to tailor it in order to meet their specific procurement requirements (including relevant internal guidance) and should seek appropriate professional guidance as required.

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Feedback

All feedback on this publication and suggestions for improvement should be sent to:

procurement.ASDEFCON@defence.gov.au.

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PURPOSE OF ASDEFCON (REQUEST FOR PROPOSAL)

1. *ASDEFCON (Request for Proposal)* is used to seek innovative solutions to achieve a desired outcome or resolve a specific problem.
2. For further information on selecting and tailoring *ASDEFCON (Request for Proposal)*, template users should refer to the Contract Template Selection and Tailoring Guide which can be accessed via the intranet and internet sites listed in paragraph 9.
3. *ASDEFCON (Request for Proposal)* is designed for procurements that are both subject to and not subject to the additional rules as detailed in Division 2 of the *Commonwealth Procurement Rules*. For information on whether a procurement is subject to the additional rules refer to the DPPM.

STRUCTURE OF ASDEFCON (REQUEST FOR PROPOSAL)

4. *ASDEFCON (Request for Proposal)* contains the following sections:
 - a. Preliminary pages – including covering letter;
 - b. Part 1: Conditions of Proposal – including annexes; and
 - c. Part 2: Statement of Requirement.

AMENDMENTS TO ASDEFCON (INVITATION TO REGISTER)

5. *ASDEFCON (Request for Proposal)* is a dynamic document that will be amended on an “as required” basis to reflect changes in legislation, policy and procurement practices. Amendments to *ASDEFCON (Request for Proposal)* will be released through updates to the current version or the issue of a new version of the template. All updated and new versions will be issued on the *Defence intranet* and internet at the sites listed in paragraph 9.
6. Template users are also welcome to suggest changes to the template by using a Document Change Proposal (DCP) form. A copy of the form can be downloaded from the addresses specified at paragraph 9.

CONTRACTING ASSISTANCE AND HELP DESK

7. Drafters requiring contracting advice or assistance should approach their Group or Divisional contracting support areas in the first instance. If the relevant support officer is not known, drafters should contact the relevant Executive Director Contracting (EDCON) in their respective Contracting Services area.
8. For *ASDEFCON* advice, including proposed updates to or advice regarding the templates please email: procurement.ASDEFCON@defence.gov.au.

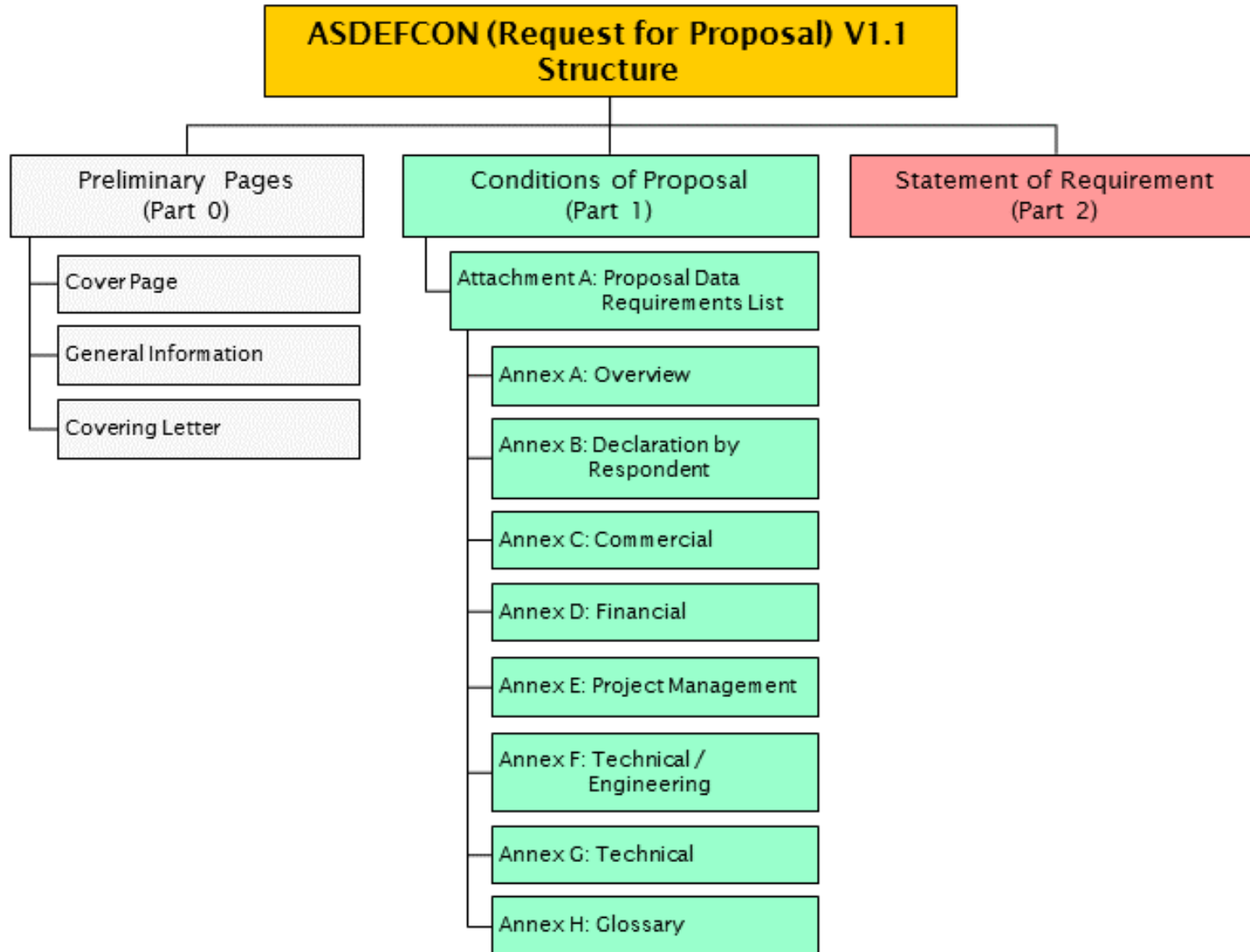
DISSEMINATION OF ASDEFCON (REQUEST FOR PROPOSAL)

9. *ASDEFCON (Request for Proposal)* can be downloaded from the Defence intranet via the ‘ASDEFCON Suite of Tendering and Contracting Templates’ webpage at the following address:

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/ASDEFCON-Templates.aspx>

or from the Defence internet site by following the ‘Procurement in Defence’ link to the following address:

<https://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/PoliciesGuidelinesTemplates/ASDEFCON%20Suite.asp>





Australian Government
Department of Defence

[INSERT DEFENCE GROUP]
[INSERT DIVISION]
[INSERT ADDRESS]
[INSERT CONTACT DETAILS]

[...INSERT RESPONDENT'S ADDRESS...]

You are invited to submit a proposal in response to RFP [...INSERT RFP NUMBER...] to provide [...INSERT DESCRIPTION OF SUPPLIES...].

[...INSERT BACKGROUND AND PROJECT PHASE INFORMATION...]

This RFP has been prepared using the *ASDEFCON (Request for Proposal)* template and comprises:

- a. Part 1 - Conditions of Proposal and Proposal Data Requirements List (including annexes); and
- b. Part 2 - Statement of Requirement.

Proposals are to be submitted by the Proposal Closing Time specified in clause 3.1 of the conditions of proposal. Any questions in relation to this RFP should be directed to the Contact Officer specified in clause 2.5 of the conditions of proposal.

Option: For when classified material forms part of the RFP.

Note to drafters: Classified information should not be included as part of an RFP except in exceptional circumstances. Where the RFP is to include classified information, drafters should consult with their Project Security Officer.

The following documents forming part of this RFP are classified as follows:

[...DRAFTER TO INSERT LIST OF RELEVANT DOCUMENTS AND THEIR CLASSIFICATION PRIOR TO RFP RELEASE...].

Separate provisions for receipt of or access to classified material will be made. Application to receive or view the documents is to be made in writing to the Contact Officer specified in clause 2.5 of the conditions of proposal.

Option: For when funding for the procurement has not yet been approved.

Proposals are to be submitted on the basis that funding for this procurement has not yet been approved, and that the Commonwealth may, in accordance with the conditions of proposal, decide not to proceed with this RFP process or any further procurement process

Subject to the conditions of proposal, the proposed schedule for evaluation is:

[...INSERT RELEVANT PROJECT DATES...].

Respondents should note that the above schedule is subject to change at any time and is not to be relied on as final and definitive.

Yours sincerely

[...INSERT RELEVANT SIGNATORY...]

[...INSERT DATE...]

PART 1 - CONDITIONS OF PROPOSAL

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1 GENERAL

1.1 General (Core)

Note to drafters: This clause should include a broad overview of the Acquisition and Support Implementation Strategy (ASIS), including indicative timings for key activities. The list in clause 1.1.3 is not exhaustive and is entirely dependent on the nature of the RFP. The requirements should reflect the nature of the task, and highlight the relevant features of the required work.

- 1.1.1 The Commonwealth requires [...INSERT BRIEF DESCRIPTION OF REQUIREMENT...].
- 1.1.2 Following this RFP process, the Commonwealth intends to conduct a [...DRAFTER TO DESCRIBE THE PROPOSED NEXT STAGES AND TIMINGS OF THE PROCESS E.G. RFT PROCESS...]. However, shortlisted respondents may instead be asked to participate in a Project Definition Study to further refine their proposal. The Commonwealth will determine the basis on which any Project Definition Study will be undertaken.
- 1.1.3 In conducting this RFP, the Commonwealth is seeking an outcome that will:
- a. provide the Commonwealth with value for money;
 - b. meet the Commonwealth's current and future defence capability requirements;
 - c. provide significant and sustainable benefits to the Commonwealth, defence industry and the respondent who is ultimately successful in the process; and
 - d. [...INSERT SPECIFIC OUTCOMES IF ANY...].

1.2 Interpretation of Request for Proposal (Core)

- 1.2.1 The RFP comprises:
- a. Part 1 – conditions of proposal, PDRL and annexes; and
 - b. Part 2 – SOR and annexes (if any).
- 1.2.2 In this RFP, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of the RFP;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to one gender includes the other;
 - d. a reference to a person includes a body politic, body corporate or a partnership;
 - e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action is to be done no later than the end of the next Working Day;
 - f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - g. a reference to a clause includes a reference to a subclause of that clause;
 - h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
 - i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication or document, in effect on the date of release of this RFP or alternatively, a reference to a revised version of the document if agreed in writing between the parties;
 - j. the word 'includes' in any form is not a word of limitation;
 - k. a reference to a party includes that party's administrators, successors, and permitted assigns, or its officers, employees, agents or advisers;
 - l. words, abbreviations and acronyms have the meaning given to them by the Glossary at Annex H to the conditions of proposal.

- 1.2.3 To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a respondent unless and until a contract is signed by the Commonwealth and the successful respondent following any subsequent RFT or other procurement process.
- 1.2.4 The Commonwealth will not be responsible for any costs or expenses incurred by any respondent in preparation or lodgement of a proposal or taking part in the RFP process.

Option: For when Government approval for any procurement arising from any subsequent procurement process to this RFP has not yet been received.

- 1.2.5 Respondents acknowledge that any procurement arising from any subsequent procurement process to this RFP is contingent on Government approval.

- 1.2.6 If there is any inconsistency between any part of this RFP, a descending order of precedence is to be accorded to the:
- a. conditions of proposal and the Glossary;
 - b. annexes to the conditions of proposal other than the Glossary;
 - c. SOR, including annexes (if any); and
 - d. any document incorporated by express reference as part of the RFP,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.3 Amendment of the Request for Proposal (Core)

Note to respondents: When an amendment to the RFP is issued by the Commonwealth it will be through AusTender. Refer to clause 3.1 for further information on AusTender.

- 1.3.1 The Commonwealth may amend this RFP upon giving respondents timely written notice of an amendment.
- 1.3.2 If the Commonwealth amends this RFP under clause 1.3.1 after proposals have been submitted, it may seek amended proposals.
- 1.3.3 Respondents will have no claim against the Commonwealth or its officers, employees or advisers in connection with either the exercise of, or failure to exercise, the Commonwealth's rights under this clause 1.3.

1.4 Termination, Suspension or Deferral of Request for Proposal Process (Core)

Option A: For when the procurement is not subject to the additional rules detailed in the CPRs.

- 1.4.1 Without limiting its other rights under this RFP or at law or otherwise, the Commonwealth may suspend, defer or terminate this RFP process at any time. The Commonwealth will notify respondents to this effect

Option B: For when the procurement is subject to the additional rules detailed in the CPRs.

- 1.4.2 Without limiting its other rights under this RFP or at law or otherwise, the Commonwealth may suspend, defer or terminate this RFP process or not proceed with any further procurement process where the Commonwealth determines that:
- a. it is in the public interest to do so;
 - b. the Commonwealth is required by law to do so;
 - c. no respondent represents value for money;
 - d. no respondent meets the Conditions for Participation, if any, at clause 5.5; or
 - e. no respondent meets the requirements, if any, identified as essential in the SOR, and the Commonwealth will notify respondents to this effect.

1.5 Other Commonwealth Rights (Core)

1.5.1 Without limiting its other rights under this RFP or at law or otherwise, the Commonwealth may at any time during this RFP process, do all or any of the following:

Option: For when the procurement is not subject to the additional rules detailed in the CPRs.

- a. consider and accept or reject any proposal that is nonconforming or consider alternative proposals;
- b. terminate further participation in the RFP process by any respondent for any reason, regardless of whether the proposal submitted conforms with the requirements of this RFP;
- c. negotiate with a respondent and enter into a contract outside this RFP process;
- d. permit any person to participate as a respondent in the RFP process prior to the final date for submission of proposals;
- e. shortlist a proposal without prior notice to any other respondent;
- f. require additional information from any respondent;
- g. change the structure and timing of the RFP process and notify the respondents under clause 1.3;
- h. conduct a subsequent procurement process, including a Project Definition Study, and, subject to the Commonwealth's IP and non-disclosure obligations, utilise information gained in this RFP process for that purpose;
- i. negotiate with one or more respondents;
- j. request, attend or conduct any site inspections; or
- k. request, attend or observe any product, plant, equipment or other demonstration, trial or test.

1.5.2 Any time or date in this RFP is for the convenience of the Commonwealth. The establishment of a time or date in this RFP does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFP or otherwise.

1.6 Australian Government Requirements (Core)

Note to drafters: Prior to RFP release, the Glossary should be updated to reflect the version of the following documents and policies current at the time of RFP release.

If there are other Commonwealth or Defence policies relevant to the procurement activity, that are not otherwise referenced in the RFP, they can be listed below.

Note to respondents: Electronic copies of relevant Defence documents are available on the internet at:

<https://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/PoliciesGuidelinesTemplates/ASDEFCON%20Suite.asp>

Any other documents required can be provided by the Contact Officer.

1.6.1 Respondents should familiarise themselves with the following Commonwealth policies:

- a. Defence and Industry policy as detailed in the *Defence Industry Policy Statement* and Australian Industry Capability policy available at:
<http://www.defence.gov.au/SPI/Industry/AIC.asp>;
- b. Company ScoreCard policy as detailed at:
<https://www.defence.gov.au/casg/DoingBusiness/Industry/Industryprograms/Performance%20Exchange%20Scorecard.asp>;
- c. Conflicts of interest; Gifts, hospitality and sponsorship; Notification of post separation employment; Required behaviours in Defence; Incident reporting and management; and ethical relationship policies as detailed in DI(G) PERS 25-6, DI(G) PERS 25-7, DI(G) PERS 25-4, Interim Defence Instruction PERS 35-3, Interim Defence Instruction ADMIN 45-2 and *Defence and the Private Sector – An Ethical Relationship*;

- d. Public Interest Disclosure policy detailed at:
<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>;
 - e. Workplace Gender Equality policy as detailed at:
<https://www.wgea.gov.au/about-us/workplace-gender-equality-procurement-principles>;
 - f. Indigenous Procurement Policy as detailed at:
<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>;
 - g. [...DRAFTERS TO INSERT ANY OTHER RELEVANT COMMONWEALTH AND DEFENCE POLICIES THAT REGULATE DELIVERY OF THE SUPPLIES...]
- 1.6.2 Respondents acknowledge that as a Commonwealth agency, the Department of Defence is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFP process. Any contract resulting from a subsequent RFT or other procurement process will also be subject to these requirements, including that contractual provisions (and related matters) may be disclosed to Ministers, other Government representatives, Parliament and its Committees.
- 1.6.3 Respondents agree that the Department of Defence may provide any information collected or provided during the course of this process to other Commonwealth agencies or regulatory bodies.

1.7 Defence Procurement Processes (Core)

- 1.7.1 Respondents and their officers, employees, agents and advisers are to, at all times during the RFP process, comply with the 'Promoting confidence in Defence procurement processes' requirements contained in *Defence and the Private Sector – An Ethical Relationship*.

1.8 Procurement Complaints (Core)

- 1.8.1 In the event respondents wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, respondents are to cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.

Option: For an RFP covered by a public interest certificate.

- 1.8.2 A public interest certificate under the *Government Procurement (Judicial Review) Act 2018* (Cth) covering this procurement is in force.

2 PROPOSAL PREPARATION

2.1 Respondents to Inform Themselves (Core)

- 2.1.1 The Commonwealth makes no representations or warranties that the information in this RFP or any information communicated or provided to respondents during the RFP process is, or will be, accurate, current or complete.
- 2.1.2 Respondents are responsible for:
- a. examining this RFP, any documents referenced in or attached to this RFP and any other information made available by the Commonwealth to respondents in connection with the RFP process;
 - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their proposals; and
 - c. satisfying themselves as to the accuracy and completeness of their proposals including their indicative prices.
- 2.1.3 Respondents prepare and lodge a proposal based on the respondents' acknowledgment and agreement that they:

- a. do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by the Commonwealth in writing;
- b. have relied entirely upon their own inquiries and inspection in respect of the subject of their proposal;
- c. are aware of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) and Division 137 of the *Criminal Code* under which giving false or misleading information is a serious offence; and
- d. are aware of the impact of the *Auditor-General Act 1997* on its participation in the RFP and any subsequent procurement process.

Option: For when the requirements may be based on significant transactional information (e.g. which is often the case in out-sourcing or market testing activities).

2.1.4 The requirements and information set out in the SOR are based on projected future requirements that may vary from current and historical requirements. Any transaction information provided is based on historical information that has not been audited. It is usual that future events may differ significantly from historical results and the differences may be material. Respondents are to make their own independent assessments of actual requirements and any proposal will be deemed to have been based upon the respondent's own independent assessment. The Commonwealth is not liable for any errors or omissions in the information, nor for any loss or damage suffered by any person as a result of any reliance on the information.

2.2 Language and Measurement (Core)

- 2.2.1 Any proposal, including all attachments and supporting documentation, is to be written in English.
- 2.2.2 All measurements are to be expressed in Australian legal units of measurement unless otherwise specified in this RFP.

2.3 Proposal Preparation (Core)

- 2.3.1 Unless otherwise agreed, respondents are to complete and provide the information requested in the annexes to the conditions of proposal and are to do so in the manner requested in the annexes to the conditions of proposal.
- 2.3.2 Supporting documentation may be provided to enhance the proposal. Supporting documentation relevant to a particular annex is to be indicated in the response to that annex.

2.4 Responsibility for Proposal Costs (Core)

- 2.4.1 The respondent's participation in any stage of the RFP process, or in relation to any matter concerning the RFP, is at the respondent's sole risk, cost and expense. The Commonwealth will not be responsible for any costs or expenses incurred by any respondent in preparation or lodgement of a proposal or taking part in the RFP process.
- 2.4.2 In addition to clause 1.2.3, the Commonwealth is not liable to the respondent for any costs on the basis of quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the respondent's participation in the RFP process, including without limitation, instances where:
 - a. a respondent is not engaged to undertake the performance of any resultant contract;
 - b. a respondent is not shortlisted to participate in any subsequent procurement process;
 - c. the Commonwealth decides not to proceed with the RFP process;
 - d. the Commonwealth's defence capability requirements change; or
 - e. the Commonwealth exercises any other right under the RFP or at law.

2.5 Contact Officer for Request for Proposal Inquiries (Core)

- 2.5.1 The Contact Officer for this RFP is:
[...INSERT CONTACT OFFICER DETAILS...]

- 2.5.2 Respondents are to direct any questions or concerns regarding this RFP to the Contact Officer in writing.
- 2.5.3 Respondents may submit questions or concerns to the Contact Officer up until five Working Days prior to the Proposal Closing Time.
- 2.5.4 Any question or concern submitted by respondents is submitted on the basis that the Commonwealth may circulate it and the Commonwealth's response to all other respondents without disclosing the source of the question or concern, Confidential Information or the substance of the proposed proposal.

2.6 Preparation and Transmission of Classified Proposals (Optional)

Note to drafters: Classified information should not be included as part of an RFP except in exceptional circumstances. Where the RFP is to include classified information, drafters should consult with their Project Security Officer.

Note to respondents: For information on preparation and transmission of classified proposals and for access to the DSPF, respondents should contact the Contact Officer.

- 2.6.1 Classified information in proposals is to be avoided where possible. If this cannot be achieved, proposals containing classified information are to be prepared and transmitted as follows:
- a. for Australian proposals, in accordance with Principle 71 of the Defence security Principles Framework (DSPF) as amended from time to time; and
 - b. for overseas proposals, in accordance with the applicable industry security information system regulations issued by the appropriate government security authority in their country. If transmission involves transmission by diplomatic bag, the overseas respondent is to use the diplomatic bag of its own government.
- 2.6.2 If only part of a proposal contains classified information, that part may be segregated from the remainder of the proposal for separate transmission. However, both parts of the proposal are subject to the Proposal Closing Time. Care should therefore be taken to ensure that sufficient time is allowed for the proposal to be received by the Proposal Closing Time when secure means of transmission are used.

2.7 Defence Security Clearance Requirements (Core)

Note to Drafters: Where the procurement involves weapons or explosive ordnance, drafters must obtain the Defence Security Authority's approval for the security-related aspects of the request documentation prior to release.

- 2.7.1 On request by the Commonwealth, the respondent is to comply with the Commonwealth security clearance and accreditation process as detailed in Principles 40, 72 and 73 of the DSPF as amended from time to time, including obtaining the level of security clearance and accreditation required by the Commonwealth.

2.8 Industry Briefing (Optional)

- 2.8.1 An industry briefing will be conducted at [...INSERT PLACE...] commencing at [...INSERT TIME...] on [...INSERT DATE...]. Representatives of prospective respondents at the briefing will be limited to [...INSERT NUMBER...] personnel. Nominations to attend the briefing are to be forwarded in writing to the Contact Officer specified in clause 2.5 by [...INSERT TIME/DATE...]. The following details are required:
- a. respondent's name and location; and
 - b. full name of respondent's representatives.

Option: For when a classified industry briefing is required.

Note to drafters: Confirmation of the security clearance status of classified industry briefing attendees must be obtained from the Defence Security Authority, the Service Security Authority or the Project Security Officer prior to a classified industry briefing.

2.8.2 Representatives of prospective respondents are to hold a current personnel security clearance at a minimum of [...INSERT CLASSIFICATION LEVEL...] level. Prospective respondents are to provide the following additional details for their representatives:

- a. nationality;
- b. date and place of birth; and
- c. current personnel security clearance and the Department which issued the clearance.

2.8.3 Industry briefings are conducted for the purpose of providing background information only. Respondents should note the effect of clauses 1.3.1 and 2.1.3. Respondents should not rely on a statement made at an industry briefing as amending or adding to this RFP unless that amendment or addition is confirmed by the Commonwealth in writing.

3 PROPOSAL LODGEMENT

3.1 Lodgement of Proposals (Core)

Note to drafters: Proposal Closing Time is to be between 10 am - 4pm ACT local time and not fall on a national or local ACT public holiday. This is to ensure that the AusTender Help Desk function is available to respondents during the Proposal Closing Time.

Note to respondents: The Proposal Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Proposal Closing Time (for more information please see AusTender Terms of Use). For the purposes of determining whether a proposal has been lodged before the Proposal Closing Time, the countdown clock will be conclusive.

3.1.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFP (Approach to Market (ATM)), respondents are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.

3.1.2 All queries and requests for AusTender technical or operational support are to be directed to:
AusTender Help Desk,
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au

The AusTender Helpdesk is available between 9am and 5pm Australian Capital Territory (ACT) local time, Monday to Friday (excluding ACT and national public holidays).

3.1.3 Proposals are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before [...INSERT TIME...] local time in the Australian Capital Territory (ACT) on [...INSERT DATE...] (the 'Proposal Closing Time') in accordance with the proposal lodgement procedures set out in this RFP and on AusTender.

3.1.4 Proposals are to be lodged in the [...INSERT FORMAT...] format. All file names should:

- a. sufficiently identify the respondent by including their name; and
- b. reflect the parts of the proposal they represent, where the proposal comprises multiple files.

3.1.5 The proposal is to include a PDF copy of the executed Declaration by Respondent.

3.1.6 Proposal files should not exceed a combined file size of 500 megabytes per upload.

3.2 Period of Proposal (Core)

- 3.2.1 The Commonwealth requires that proposals submitted in response to this RFP remain valid for a period of not less than [...INSERT NUMBER OF MONTHS...] after the Proposal Closing Time.

Note to drafters: if this extension period is inappropriate, specify another period of extension.

- 3.2.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the period identified in clause 3.2.1 is extended by the period of suspension, up to [twice the period identified in clause 3.2.1].
- 3.2.3 Without limiting clause 3.2.2, the Commonwealth may request an extension of the period identified in clause 3.2.1.

3.3 Alterations, Erasures or Illegibility (Core)

- 3.3.1 Any alterations or erasures made to a proposal by a respondent should be initialled by that respondent. Proposals containing alterations or erasures that are not initialled, or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.

3.4 Unintentional Errors of Form (Optional)

Note to drafters: This clause must be used when the procurement is subject to the additional rules detailed in the CPRs.

- 3.4.1 If the Commonwealth considers that there are unintentional errors of form in a proposal, the Commonwealth may request the respondent to correct or clarify the error but will not permit any material alteration or addition to the proposal.

4 MATTERS CONCERNING PROPOSAL RESPONSE

4.1 Confidential Information (Core)

- 4.1.1 The Commonwealth may require a respondent to execute a deed of confidentiality before being provided with some or all of the information included in the RFP. Whether or not such a deed is required, and without limiting a respondent's obligations under the deed, respondents are to:
- a. treat the RFP and any information provided to respondents by or on behalf of the Commonwealth in connection with the RFP process as confidential;
 - b. not disclose or use that information except as strictly required for the purpose of developing a proposal in accordance with the RFP; and
 - c. not disclose that information to another respondent unless that respondent is a member of a consortium which is preparing a proposal in accordance with clause 4.9.
- 4.1.2 In accordance with paragraph 7.21 of the CPRs, the Commonwealth will treat proposals as confidential.

4.2 Collusive Bidding (Core)

- 4.2.1 Respondents and their officers, employees, agents and advisers are not to engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to:
- a. the preparation or lodgement of proposals; and
 - b. the evaluation and clarification of proposals,
- in respect of this RFP or RFP process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.
- 4.2.2 For the purposes of clause 4.2.1, collusive bidding, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is confidential to the Commonwealth or any other respondent or any other person or entity.
- 4.2.3 In addition to any other remedies available under any law or any contract, the Commonwealth may immediately reject any proposal lodged by a respondent that, in the Commonwealth's reasonable opinion, has engaged in any collusive bidding, anti-competitive conduct, or any

other similar conduct with any other respondent or any other person in relation to the preparation or lodgement of proposals whether in respect of this RFP or RFP process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.

4.3 Unlawful Inducements (Core)

4.3.1 Respondents and Related Bodies Corporate, and their officers, employees, agents and advisers are to, at all times during the RFP process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their proposal. The Commonwealth may exclude a proposal from further consideration if in the opinion of the Commonwealth, a respondent or Related Body Corporate, or their officers, employees, agents or advisers fails to comply with this clause 4.3.1.

4.4 Improper Assistance (Core)

4.4.1 Proposals that, in the opinion of the Commonwealth, have been compiled:

- a. with the improper assistance of current or former Defence Personnel or Defence Service Providers;
- b. with the utilisation of information unlawfully obtained from the Commonwealth;
- c. in breach of an obligation of confidentiality to the Commonwealth; or
- d. contrary to the conditions of proposal in this RFP,

may be excluded from further consideration.

4.5 Use of Former Defence Personnel or Defence Service Providers in Proposal Preparation and Process (Core)

4.5.1 Without limiting the operation of clause 4.4, a respondent is not to, without prior written approval from the Commonwealth, permit any Defence Personnel or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the respondent's proposal or the RFP process, if:

- a. the person was involved at any time in the planning of the procurement to which this RFP relates, the preparation of this RFP, or the management of the RFP process; or
- b. the person was at any time during the 12 months immediately preceding the date of issue of this RFP involved in a Defence procurement process or activity relevant or related to this RFP.

4.5.2 If the respondent fails to comply with this clause 4.5, the proposal may be excluded from further consideration.

4.6 Conflict of Interest (Core)

4.6.1 A respondent is not to, and is to ensure that its officers, employees, agents and advisers do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Commonwealth and the respondent's interests during the RFP process.

4.6.2 If during the RFP process a conflict of interest arises, or appears likely to arise, the respondent is to notify the Commonwealth immediately in writing and take such steps as the Commonwealth may require to resolve or otherwise deal with the conflict. If the respondent fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the proposal may be excluded from further consideration.

4.7 Use of Proposal Documents (Core)

4.7.1 All proposal documents submitted in response to this RFP become the property of the Commonwealth and the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:

- a. evaluation, shortlisting and selection of any response to this RFP and the preparation and conduct of any procurement process subsequent to this RFP;

- b. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by the Commonwealth; and
 - c. the development of any other procurement process conducted by the Commonwealth.
- 4.7.2 The Commonwealth may disclose all or part of the proposal documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFP process for the purposes contained in clause 4.7.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 4.7.3 Nothing in clause 4.7 affects the ownership of the IP in the information contained in the proposal documents.

4.8 Return of Information to the Commonwealth (Core)

- 4.8.1 Without limiting the provisions of any deed of confidentiality that may be required by the Commonwealth under clause **Error! Reference source not found.**, the Commonwealth may, at any stage during or after the RFP process, require that all information (whether confidential or otherwise) provided to respondents in any tangible form (including all copies of the information) be:
- a. returned to the Commonwealth, and that respondents promptly return all such information to the address identified by the Commonwealth; or
 - b. destroyed by the respondent, in which case the respondent is to promptly destroy all such information and provide the Commonwealth with written certification of such destruction.

4.9 Part, Joint and Alternative Proposals (Core)

Option A: For when part proposals will not be considered.

- 4.9.1 The Commonwealth will not consider a proposal for part of the Supplies.

Option B: For when part proposals will be considered.

- 4.9.2 The Commonwealth will consider a proposal for part of the Supplies.
- 4.9.3 Without limiting the Commonwealth’s rights, if the Commonwealth were to contract at the conclusion of this procurement process, its intention is to enter into a contract with a single legal entity that will be the party responsible for the performance of the contract. If respondents submit a consortium proposal for the Supplies, the consortium proposal is to:
- a. include in the proposal the information sought in the RFP for each member of the consortium;
 - b. describe in detail in the proposal the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to the RFP;
 - c. provide in the proposal that each member of the consortium is jointly and severally liable for the performance of all members of the consortium under any resultant contract or that one member of the consortium is fully liable for the performance of all members of the consortium; and
 - d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium proposal.
- 4.9.4 The Commonwealth will not consider a joint proposal other than a proposal submitted in accordance with clause 4.9.3. A reference to respondent in this RFP is a reference to each member of the consortium.
- 4.9.5 The Commonwealth may consider an alternative proposal submitted by a respondent that does not comply with the requirements of this RFP. Any alternative proposal is to be submitted in accordance with clause 4.9.6.
- 4.9.6 The Commonwealth will not consider an alternative proposal unless the alternative proposal:
- a. is submitted together with a proposal that addresses the requirements of this RFP;
 - b. is clearly identified as an alternative proposal submitted under clause 4.9.5;

- c. complies with all essential requirements, if any, identified in the SOR;
- d. is fully described by the respondent, including:
 - (i) the advantages, disadvantages, limitations and capability of the alternative proposal; and
 - (ii) the extent to which the adoption of the alternative proposal would impact upon the proposal that addresses the requirements of the RFP, including any financial impact, impact on the provision of the Supplies and any other consequences of the alternative proposal; and
- e. contains sufficient and verifiable supporting information and data to enable a comparison of the alternative proposal against other proposals.

4.9.7 For the avoidance of doubt, alternative proposals are not required to constitute a complete proposal that addresses all of the requirements of this RFP.

4.10 Commonwealth May Rely on RFP Responses (Core)

- 4.10.1 By submitting a proposal, the respondent:
- a. undertakes to promptly advise the Commonwealth in writing through the Contact Officer of any change in circumstances which causes any information contained in its proposal to become inaccurate or misleading in a material respect;
 - b. warrants that the indicative pricing contained in its proposal is accurate to within \pm [...INSERT PERCENTAGE...]% of the price that the respondent would offer under any resultant contract for the Supplies and acknowledges that any breach of this warranty without justification may lead to a respondent being not preferred under any subsequent RFT or other procurement process;
 - c. acknowledges that the Commonwealth will rely on the above warranty and undertaking when evaluating the respondent's proposal; and
 - d. acknowledges that the Commonwealth may suffer loss or damage if the respondent breaches any of the above warranty or undertaking.

5 COMPETITIVE EVALUATION PROCESS

5.1 Subsequent Procurement Process (Core)

5.1.1 Subject to clause 1.1, this RFP process will be followed by a RFT process. It is intended that only shortlisted respondents will be requested to submit tenders in response to the proposed RFT. The preferred tender to any subsequent RFT process will be selected on the basis of value for money.

Option A: For when the procurement is not subject to the additional rules detailed in the CPRs.

5.1.2 The Commonwealth may invite additional tenderers to submit a tender in response to any subsequent RFT at any time during the tender process, irrespective of whether or not such additional tenderers submitted an RFP response.

Option B: For when the procurement is subject to the additional rules detailed in the CPRs.

5.1.3 Subject to clause 5.1.4, the Commonwealth may invite additional tenderers to submit a tender in response to any subsequent RFT at any time during the tender process, irrespective of whether or not such additional tenderers submitted an RFP response.

5.1.4 The Commonwealth will not invite additional tenderers unless in the Commonwealth's opinion, those potential tenderers have satisfied the requirements for being shortlisted under this RFP.

5.1.5 Respondents are advised that any subsequent RFT process will be governed by its own conditions of tender, including a draft contract. In this process, it is proposed that the draft contract will be based on ASDEFCON ([...INSERT ASDEFCON CONTRACT TYPE...]) template, modified as considered appropriate by the Commonwealth. The ASDEFCON ([...INSERT ASDEFCON CONTRACT TYPE...]) template may be accessed at the following link: [...INSERT HYPERLINK TO ASDEFCON CONTRACT...].

5.2 Proposal Presentations (Optional)

- 5.2.1 The Commonwealth may, after the Proposal Closing Time and having provided respondents with reasonable notice, require any or all respondents to provide a presentation on their respective proposal at [...INSERT LOCATION...].

5.3 Proposal Evaluation (Core)

- 5.3.1 Proposals will be evaluated on the basis of likelihood to result in best value for money consistent with Commonwealth procurement policies, utilising the proposal evaluation criteria at clause 6.1. Neither the lowest priced proposal nor any proposal will necessarily be shortlisted by the Commonwealth.
- 5.3.2 The Commonwealth may:
- a. consider additional information related to any evaluation criteria;
 - b. use material submitted in response to one evaluation criterion in the evaluation of other criteria; or
 - c. subject to its IP and confidentiality obligations, use material submitted by the respondent in other procurement processes conducted by the Commonwealth for purposes consistent with the Commonwealth's procurement objectives.
- 5.3.3 If additional criteria are intended to be applied for the purposes of evaluation, the Commonwealth will notify respondents in accordance with clause 1.3, who will be given an opportunity to respond.
- 5.3.4 The Commonwealth may exclude proposals which are incomplete or clearly non-competitive from consideration at any time during the evaluation process, or may consider such proposals and seek clarification under clause 5.6.
- 5.3.5 If a respondent is found to have made a false, misleading or deceptive claim or statement, the Commonwealth may exclude the proposal from further consideration at any time.

5.4 Minimum Content and Format Requirements (Core)

Note to drafters: When the procurement is subject to the additional rules detailed in the CPRs, 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected and 'Subject to clause 3.4,' is to be deleted.

- 5.4.1 **[Subject to clause 3.4,]** the Commonwealth **[MAY/WILL]** exclude a proposal from further consideration if the Commonwealth considers that:
- a. the proposal does not meet the requirements set out in clause 5.6; or
 - b. the respondent has not provided a signed Declaration by Respondent in the form required at Annex B to the conditions of proposal.

5.5 Conditions for Participation (Optional)

Note to drafters: This clause should be used when the procurement is subject to the additional rules detailed in the CPRs.

- 5.5.1 The Commonwealth will exclude a proposal from further consideration if the Commonwealth considers that the respondent does not comply with the Commonwealth's security requirements set out in clause 2.6 and 2.7.

5.6 Essential Requirements (Optional)

Note to drafters: This clause is to be used if the SOR contains essential requirements. When the procurement is subject to the additional rules detailed in the CPRs, 'will' is to be selected from the following clause. When the procurement is NOT subject to the additional rules detailed in the CPRs, 'may' is to be selected.

- 5.6.1 The Commonwealth **[MAY/WILL]** exclude a response from further consideration if the Commonwealth considers that the respondent does not comply with a requirement identified as essential in the SOR.

5.7 Clarification (Core)

- 5.7.1 The Commonwealth may, at any time during the RFP process, seek clarification from and enter into discussions with any or all of the respondents in relation to their proposal.
- 5.7.2 The Commonwealth may seek additional information in respect of any aspect of a proposal at any time. The Commonwealth may request to visit the facilities of respondents and their proposed subcontractors to verify or clarify attributes of the proposed Supplies. The Commonwealth may use such information in interpreting the proposal and in evaluating the cost and risk to the Commonwealth of accepting the proposal.
- 5.7.3 The Commonwealth is not under any obligation to take into account additional information provided by a respondent in response to a request.

5.8 Shortlisting (Core)

- 5.8.1 The Commonwealth may develop a shortlist of one or more respondents at any time during the evaluation process. Shortlisting will be conducted on the basis of an assessment of the proposals against the requirements of this RFP.

Option A: For when the procurement is not subject to the additional rules detailed in the CPRs.

- 5.8.2 The Commonwealth intends that only shortlisted respondents will be requested to participate in any subsequent RFT or other procurement process. However, the Commonwealth may invite additional suppliers to participate in any subsequent RFT or other procurement process, irrespective of whether or not such additional suppliers submitted a response to this RFP.

Option B: For when the procurement is subject to the additional rules detailed in the CPRs.

- 5.8.3 Only shortlisted respondents will be requested to participate in any subsequent RFT or other procurement process.
- 5.8.4 Prior to deciding to proceed to an RFT stage, the Commonwealth may request shortlisted respondents to participate in a Project Definition Study to further refine their proposal. The Commonwealth will determine the basis on which any Project Definition Study will be undertaken.
- 5.8.5 The Commonwealth may use the results of the Project Definition Study for the purpose of developing the draft Statement of Work for any subsequent RFT or other procurement process.

5.9 Debriefing of Respondents (Core)

- 5.9.1 Respondents will be notified whether they have been successful or unsuccessful and may request an oral or written debriefing. Respondents requiring a debriefing should contact the Contact Officer specified in clause 2.5.
- 5.9.2 Respondents will be debriefed against the evaluation criteria contained in clause 6.

6 PROPOSAL EVALUATION CRITERIA**6.1 Proposal Evaluation Criteria (Core)**

Note to drafters: Additional or alternative evaluation criteria may be included in the following list if appropriate.

Option A: For when the procurement is subject to the additional rules detailed in the CPRs.

- 6.1.1 Subject to clauses 5.3 to 5.6, the criteria to be applied for the purposes of evaluation are as follows, not in any order of importance:

Option B: For when the procurement is NOT subject to the additional rules detailed in the CPRs.

6.1.2 Subject to clause 5.3, the criteria to be applied for the purposes of evaluation are as follows, not in any order of importance:

- a. the past performance of contractual obligations of the respondent and any proposed subcontractors and any Related Bodies Corporate;
- b. the respondent's degree of overall compliance with the RFP;
- c. the extent to which the proposed solution meets the technical, functional, operational and performance requirements stated in the SOR, including any specifications;
- d. the nature and extent to which the proposal identifies risks to the Commonwealth or to the respondent's capacity to meet the Commonwealth's requirements;
- e. the proposed corporate structure and the financial and corporate viability of the respondent to provide the Supplies;
- f. the respondent's demonstrated technical and managerial capability to meet the requirements of the SOR; and
- g. the indicative prices and pricing structure.

6.2 Subsequent Procurement Process Evaluation Criteria (Core)

Note to drafters: This clause should be tailored to reflect the proposed multi-stage procurement strategy described in clause 1.1.2, including whether the Commonwealth intends to shortlist respondents in subsequent stages. For every subsequent stage, drafters will need to insert the evaluation criteria that will be used to select potential suppliers, and if applicable, any limitation on the number of potential suppliers that will be invited to make submissions. If there is uncertainty about the criteria that will apply to subsequent stages, for example, when conducting very complex procurements, delete the evaluation criteria from 6.2.1 and 6.2.2 and insert in lieu the following: "the proposed evaluation criteria for subsequent stages is not yet known, but will be provided to potential suppliers in subsequent approach to market documentation."

6.2.1 The evaluation criteria for the [... INSERT NAME OF NEXT STAGE...] process are as follows, not in any order of importance:

- a. [... INSERT EVALUATION CRITERION...];
- b. [... INSERT EVALUATION CRITERION...]; and
- x. [... INSERT EVALUATION CRITERION...].

The Commonwealth may develop a shortlist of one or more respondents to proceed to the next stage in clause 6.2.2.

6.2.2 The evaluation criteria for the [... INSERT NAME OF NEXT STAGE...] process are as follows, not in any order of importance:

- a. [... INSERT EVALUATION CRITERION...];
- b. [... INSERT EVALUATION CRITERION...]; and
- x. [... INSERT EVALUATION CRITERION...].

ATTACHMENT A

PROPOSAL DATA REQUIREMENTS LIST

Note to drafters: The following format is provided for guidance only and may be amended as required.

Proposal Data Requirement Number	Proposal Volume
	Overview
A-1	Respondent's Profile (Core)
A-2	Australian Industry Capability (Optional)
A-3	Schedule of Subcontractors (Core)
A-4	Statement of Non-Compliance (Core)
B-1	Declaration By Respondent (Core)
	Commercial
C-1	Business Resource Planning (Optional)
	Financial
	<i>Note to Respondents: indicative pricing information should be included in this volume only</i>
D-1	Indicative Price Schedule (Core)
D-2	Price Assumptions (Core)
	Project Management
E-1	Past Performance (Core)
E-2	Draft Schedule (Optional)
E-3	Key Staff Positions (Optional)
E-4	Draft Project Management Plan (Optional)
E-5	Risk Assessment and Strategy (Core)
	Technical/Engineering
F-1	[...INSERT APPLICABLE PDR...]
F-X	[...INSERT SUBSEQUENT PDRs...]
	Technical
G-1	Response Against the Statement of Requirement (Core)

ANNEX A TO ATTACHMENT A

PROPOSAL VOLUME: OVERVIEW (CORE)

1. RESPONDENT'S PROFILE (CORE)

1.1 Respondents are to provide the following information:

- a. details of the respondent's background, experience and resources relevant to its ability to meet the requirement (including design and development aspects);
- b. details of any other matters relating to the commercial, technical or financial capability of the respondent which may materially affect the respondent's ability to meet the requirement;
- c. details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the respondent's ability to meet the requirement;
- d. the proposed corporate structure and the financial and corporate viability of the respondent to meet the requirement;
- e. identification of any trust or fiduciary capacity in which the respondent proposes to perform any resultant contract; and
- f. particulars of any civil or criminal litigation or proceeding, actual or threatened involving either the respondent or its directors, or the existence of any breach or default of any agreement, order or award binding on the respondent or any judgement or decision which is likely to adversely affect the respondent's performance of any resultant contract.

Financial Statements Presubmittal Program or Approved Contractor Viability Program

Note to drafters: If a respondent states in its response that it is participating in the Financial Statements Presubmittal Program (FSPP) or Approved Contractor Viability Program (ACVP), the Defence response evaluation team should refer to the FSPP or ACVP registers to confirm the statement.

If the respondent is participating in FSPP but not ACVP, the response evaluation team must request a financial viability assessment (FVA) for the respondent from Financial Investigation Service (FIS).

A respondent which has ACVP status is prequalified as being financially viable for the purposes of response evaluation. If a response submitted by a respondent with ACVP status has a response price below the threshold of \$50 million (ex GST) for acquisition contracts and \$10 million (ex GST) per annum for support or services contracts, the response evaluation team will not need to request an enhanced FVA from FIS or consider financial viability any further. If a response submitted by a respondent with ACVP status has a response price at or above the threshold, the response evaluation team should evaluate the respondent as financially viable and will also need to request an enhanced FVA so that FIS can fully advise the project of any financial viability risks for higher value contracts.

Further information on the FSPP and ACVP, including eligibility criteria and the registers of participating suppliers is available at <http://drnet.defence.gov.au/casg/commercial/specialistcommercialservices/Pages/FIS-Viability-Assessments.aspx>

ANNEX A TO ATTACHMENT A

Note to respondents: In order to reduce the cost of responding, the Financial Statements Presubmittal Program (FSPP) permits CASG suppliers which regularly submit responses to Defence to submit certain respondent information and financial statements with appropriate accompanying notes once per year directly to Defence rather than as part of each response. Key suppliers participating in the FSPP that meet the Approved Contractor Viability Program (ACVP) requirements may also be invited to participate in ACVP and may be granted ACVP status. ACVP status means that Defence will evaluate these suppliers as being financially viable for the purposes of response evaluations.

Further information on the FSPP and ACVP, including eligibility criteria and the registers of participating suppliers is available at <https://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/PoliciesGuidelinesTemplates/Program%20Guidelines.asp>.

Respondents NOT participating in the Financial Statements Presubmittal Program or Approved Contractor Viability Program:

- 1.2 Respondents that are not currently participating in the Financial Statements Presubmittal Program (i.e. those that are not listed in the FSPP or ACVP registers as at the time of response lodgement) are to provide the following information:
- a. the following details of the respondent, as applicable:
 - (i) the full name of the respondent, including any trading or business name;
 - (ii) if a company, the registered office, principal place of business and an outline of the company structure;
 - (iii) the date and place of incorporation;
 - (iv) individual shareholders holding 20 percent or more of any issued share capital;
 - (v) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the respondent;
 - (vi) Related Bodies Corporate;
 - (vii) for a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its A.B.N./A.R.B.N. (if any); and
 - (viii) if an Australian company, its A.C.N./A.R.B.N. and A.B.N.
 - b. copies of Annual Statement of Financial Position, Income Statement and Statement of Cash Flows with the appropriate accompanying notes for the three previous financial years. If the respondent is a part of a group of companies, those documents or the equivalent information relating to the respondent as a single entity, unless granted relief under the relevant Australian Securities and Investments Commission class order.

Respondents participating in the Financial Statements Presubmittal Program or Approved Contractor Viability Program:

- 1.3 Respondents that are participating in the Financial Statements Presubmittal Program (i.e. those that are listed in the FSPP or ACVP registers as at the time of response lodgement) are to:
- a. state that they are participating in the Financial Statements Presubmittal Program and state whether they have Approved Contractor Viability Program (ACVP) status; and
 - b. provide the following details of the respondent:
 - (i) the full name of the respondent;
 - (ii) if an Australian company, its ACN/ARBN and ABN as applicable; and
 - (iii) if a foreign firm or company, details of its registration, incorporation and place of business in Australia, the name of any Australian representative and its ABN (if any).

ANNEX A TO ATTACHMENT A

2. AUSTRALIAN INDUSTRY CAPABILITY (OPTIONAL)

Option: For when a subsequent procurement process impacts on a PIC or may lead to a contract that is \$20 million or more.

- 2.1 Respondents are to provide details of their involvement in current and previous Defence industry programs in Australia or achievements in developing AIC.
- 2.2 Respondents are to identify the opportunities they will provide for Australian industry to compete for work in any subsequent procurement processes. This includes examining opportunities for Australian industry outside established supply chains.

3. SCHEDULE OF SUBCONTRACTORS (CORE)

- 3.1 Respondents are to provide details set out in Table 1 for proposed subcontractors to which the value of work to be subcontracted under a resultant contract may exceed [...INSERT AMOUNT...].
- 3.2 In addition, for each of the proposed subcontractors, respondents are to provide the details set out in clause 1.2 or 1.3 of this Annex.

Table 1: Schedule of Subcontractors Format

Proposed Subcontractor	Work To Be Subcontracted (including technical significance)	Supplies	Comments

4. STATEMENT OF NON-COMPLIANCE (CORE)

- 4.1 If a respondent does not fully comply with any clause of the annexes to the conditions of proposal (excluding Annex B) or the SOR, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table 2. Proposals are to be in the order in which the clauses appear and refer to the relevant clause number, annex or attachment. Proposals are to be limited to the following expressions which are defined in the Glossary at Annex H:
 - a. 'Complies';
 - b. 'Does Not Comply'; or
 - c. 'Exceeds Requirements'.
- 4.2 Proposals to the effect of 'Partially Complies' will be evaluated by the Commonwealth as 'Does Not Comply'. If the respondent fails to state its level of compliance for a particular clause, then the respondent will be deemed to have responded as 'Complies' for that requirement.

Note to respondents: Failure to indicate all non-compliances in Table 2 may constitute false, misleading or deceptive conduct for the purposes of Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) or Division 137 of the Criminal Code.

Table 2: Statement of Non-Compliance Format

	Clause No. (Note 1)	Comments (Note 2)
Annexes (excluding Annex B) to the conditions of proposal		

ANNEX A TO ATTACHMENT A

SOR		
Annexes to the SOR (if any)		

Notes to respondents:

1. *If appropriate, non-compliance may be indicated against groups of clauses, e.g. clause 6.1 to 6.3 inclusive – ‘Does not Comply’.*
2. *If a proposal does not comply with a particular clause, the respondent is to state:*
 - a. *the extent, justification and impact of non-compliance;*
 - b. *full details of any alternative proposal; and*
 - c. *the location in the proposal where non-compliance details and / or comments can be found.*

ANNEX B TO ATTACHMENT A**PROPOSAL VOLUME: OVERVIEW (CORE)****DECLARATION BY RESPONDENT (CORE)****1. DECLARATION BY RESPONDENT (CORE)**

1.1 Respondents are to provide a declaration in the following format:

(...INSERT NAME OF RESPONDENT AND A.C.N./A.B.N./A.R.B.N...) submits its proposal to provide the Supplies solicited by the RFP [...INSERT RFP NUMBER...]. In preparing this proposal, the respondent acknowledges that it is aware of Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010*) and Division 137 of the *Criminal Code* and that its proposal does not contain any false, misleading or deceptive misrepresentations, claims or statements.

By submitting its proposal, the respondent acknowledges and agrees:

- a. to the Commonwealth's rights in the RFP;
- b. that proposals are prepared in accordance with the RFP and are accurate, complete and not misleading;
- c. that the Commonwealth can utilise all relevant information about the respondent's performance on Commonwealth procurement activities;
- d. that the respondent conducted itself in a manner that is consistent with:
 - (i) the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework; and
 - (ii) the requirements set out in the 'Promoting confidence in Defence procurement processes' section of the Defence publication *Defence and the Private Sector - An Ethical Relationship*;
- e. that the Commonwealth can rely on the proposal in accurately assessing compliance with the RFP, risks and risk management options and value for money in accordance with the RFP;
- f. that representations made in the proposal when incorporated in any resultant contract, will be fully complied with by the respondent;
- g. that in performing any resultant contract, the respondent will not provide Supplies containing Asbestos Containing Material and will not take Asbestos Containing Material onto Commonwealth premises in connection with providing the Supplies;
- h. that the respondent does not have judicial decisions against it (including overseas jurisdictions but excluding decisions under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid;
- i. that the respondent does not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by the Commonwealth in writing;
- j. that the respondent has relied entirely upon its own inquiries and inspection in respect of the subject of its proposal; and
- k. that the respondent is aware of the impact of the *Auditor-General Act 1997* on its participation in the RFP and any subsequent procurement process.

2. ACCEPTANCE (CORE)

2.1 The information provided in this proposal is valid until (...INSERT DATE...), being (...INSERT NUMBER...) months from the Proposal Closing Time.

ANNEX B TO ATTACHMENT A**3. PROBITY ASSURANCE (CORE)**

- 3.1 In preparing its proposal, the respondent has fully complied with the probity requirements as detailed in the conditions of proposal in relation to:
- a. Collusive Bidding;
 - b. Unlawful Inducements;
 - c. Improper Assistance;
 - d. Use of Former Defence Personnel or Defence Service Providers in Proposal Preparation and Process; and
 - e. Conflict of Interest.

4. CONFLICT OF INTEREST (CORE)

- 4.1 Except to the extent identified in clause 4.2, the respondent confirms that, at the time of signing this declaration, no actual, potential or perceived conflict of interest exists between the interests of the Commonwealth and the respondent's interests in relation to the RFP process.
- 4.2 The following actual, potential or perceived conflicts of interest currently exist:
(...INSERT ANY ACTUAL, POTENTIAL OR PERCEIVED CONFLICTS OF INTEREST, OR IF NONE EXIST INSERT THE WORDS "NOT APPLICABLE" ...).

ANNEX B TO ATTACHMENT A

REGISTERED OFFICE OR OTHER
ADDRESS OF RESPONDENT:

POSTAL ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

Signature of respondent or person authorised to sign the proposal on behalf of the respondent:

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD:

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

NAME (Block Letters):

Company executive nominated to receive correspondence/inquiries

NAME (Block Letters):

TELEPHONE NUMBER:

FACSIMILE NUMBER:

ANNEX C TO ATTACHMENT A

PROPOSAL VOLUME: COMMERCIAL (OPTIONAL)

5. BUSINESS RESOURCE PLANNING (OPTIONAL)

Note to drafters: This clause should be included if the Commonwealth's requirement is mature enough to allow respondents to provide valid information.

Note to respondents: The Commonwealth seeks the following information to demonstrate that the respondent has a corporate business plan that details appropriate strategies to ensure the company is well positioned to meet all current and potential work. In particular, the Commonwealth needs to be convinced that if a contract is placed with a company, the company is able to commence work in accordance with any resultant contract and that competing priorities will not adversely effect the performance of any resultant contract.

- 5.1 Respondents are to demonstrate that they are able to meet the requirement in light of other work commitment or expected work commitments. In particular, addressing:
- a. obligations in regard to current and future projects and other work;
 - b. use of resource such as:
 - (i) human capital in relation to current and envisaged projects;
 - (ii) financial resources;
 - (iii) physical resources;
 - (iv) IP resources;
 - (v) other organisational resources; and
 - (vi) subcontractor relationships and other supplier arrangements;
 - c. details of the company's capabilities to satisfactorily discharge its responsibilities under any resultant contract in relation to the above; and
 - d. arrangements for reprioritising resources across the company's span of commitment.

ANNEX D TO ATTACHMENT A

PROPOSAL VOLUME: FINANCIAL (CORE)

1. INDICATIVE PRICE SCHEDULE (CORE)

- 1.1 Respondents are to complete the Indicative Price Schedule in accordance with the Indicative Price Schedule Format at Table 1.

Note to respondents: It is Defence policy that when the proportion of the total price that is payable in source currency is significant, the contract is to be written in source currency. The Commonwealth will only make payments in Australian currency when the foreign currency amounts are insignificant. A determination of whether the amounts are significant will be made by Defence during negotiations or during any subsequent RFT process. For the purposes of evaluation, any foreign currency element of an indicative price is to be calculated at the spot selling rate of exchange against the Australian dollar, quoted by the Reserve Bank of Australia at the Base Date.

- 1.2 Indicative prices are to be stated in Australian dollars except for any portion of Supplies to be imported from overseas, which are to be stated in foreign currency. All indicative prices are to be set at a date (the 'Base Date') one month prior to the Proposal Closing Time specified in clause 3.1 of the conditions of proposal.
- 1.3 Indicative prices are to be inclusive of all costs of complying with the conditions of proposal and associated with providing the Supplies and carrying out all matters and doing all things necessary for the due and proper performance and completion of any resultant contract. These include license fees, royalty payments, arranging customs clearance and services of representatives. Respondents are not to include any contingency for exchange rate fluctuations in their indicative prices. Respondents are to apply the CASG Cost Principles when preparing proposal prices.
- 1.4 Respondents are to submit indicative prices inclusive of all overseas taxes, duties and charges and all Australian (Federal, State and Local Government) taxes, duties and charges that are applicable at the Base Date, including GST and customs duty.

ANNEX D TO ATTACHMENT A

2. PRICE ASSUMPTIONS (CORE)

Note to respondents: The information provided below is to be cross-referenced against the items specified in Table 1 if relevant.

2.1 In addition to providing its indicative prices in accordance with clause 1, the respondent is to specify:

- a. any assumptions used to calculate the prices including:
 - (i) application of customs duty;
 - (ii) application of GST;
 - (iii) use of GFM and GFF;
 - (iv) administrative overhead;
 - (v) profit expectations; or
 - (vi) contingency for risk in performing any resultant contract;

Note to respondents: The indicative prices are not to include the cost of providing insurance, securities, warranties, or latent defect coverage.

- b. any variables the prices are subject to (other than changes to the requirements or scope of work or to the respondent's liability and risk resulting from the negotiation and finalisation of any resultant contract).

ANNEX E TO ATTACHMENT A

PROPOSAL VOLUME: PROJECT MANAGEMENT (CORE)

1. PAST PERFORMANCE (CORE)

Note to respondents: respondents should refer to the CASG Company ScoreCard Policy Statement. The information requested in this clause will be used during the evaluation of proposals to assess each respondent's ability to perform any resultant contract. Additional supporting information relating to a respondent's past performance may also be obtained by the Commonwealth from other sources for use during the evaluation. If the respondent proposes to utilise the skills or resources of a Related Body Corporate, or if the respondent proposes to secure its performance through a Related Body Corporate including a parent company, the Commonwealth will consider past performance of contractual obligations as obtained by the Commonwealth in relation to any contracts between the Related Body Corporate and the Commonwealth. Information contained in a Company ScoreCard relating to a respondent or a proposed subcontractor will be considered by the Commonwealth during the evaluation. Information regarding Reference Sites is set out in the Guidance for Reviewing the Performance of Nominated Reference Sites located in the Company ScoreCard Policy Statement.

- 1.1 Respondents are to provide a summary list of up to 10 recent (i.e. completed within the last three years) or current contracts which may be:
 - a. Australian Defence contracts (whether as prime contractor or as a subcontractor in relation to a Defence contract);
 - b. contracts from Reference Sites nominated by respondents; or
 - c. a combination of contracts mentioned in clauses 1.1a and 1.1b.
- 1.2 Respondents are to list their highest value contracts and are to include the following details:
 - a. contract title and number, including details of the Reference Site (if any) to which the contract relates;
 - b. project name and number or procurement agency (if not Defence);
 - c. responsibility as either prime contractor/subcontractor;
 - d. description of product or service provided;
 - e. contract (or subcontract) date;
 - f. dollar value of contract (initial and latest agreed value); and
 - g. company division, the location and the nature of work.
- 1.3 Respondents who have Company ScoreCards held by Defence, are to refer to any Marginal or Unsatisfactory ratings in their Company ScoreCard and provide the Commonwealth with strategies through which they will implement performance improvements for any resultant contract and the company's performance overall.
- 1.4 Respondents are encouraged to also provide details of more highly rated Defence contracts, and of the factors relevant to the superior performance of those contracts, if such information is relevant to this RFP.
- 1.5 Respondents who have proposed subcontractors who have Company ScoreCards held by Defence which are relevant to the performance of any resultant contract are to provide the Commonwealth, in relation to any Marginal or Unsatisfactory ratings in the subcontractor's Company ScoreCard, to the extent known to the respondent, with strategies through which the respondent will ensure that the subcontractor will implement performance improvements for any resultant contract and the company's performance overall.
- 1.6 A respondent may provide brief additional information on its or a proposed subcontractor's past performance relevant to the respondent demonstrating its ability to perform any resultant contract. The Commonwealth may consider this information at its sole discretion.

ANNEX E TO ATTACHMENT A

2. DRAFT SCHEDULE (OPTIONAL)

Note to drafters: This clause 2 should only be included if the Commonwealth's required schedule is well defined in the Statement of Requirement, and performance to the schedule has been identified as a risk. Do not include this clause 2 if the respondent will be allowed broad discretion to propose its schedule.

- 2.1 The respondent is to provide a draft schedule in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software.
- 2.2 The draft schedule is to contain as much detail as necessary to demonstrate an understanding of the work effort required to successfully achieve the end objective of any resultant contract.
- 2.3 The draft schedule is to identify any milestones or events that can be foreseen for the performance of any resultant contract and is to include:
 - a. an explanation of any contingency factored into the schedule;
 - b. identification of any milestones or events that are considered critical to the performance of any resultant contract;
 - c. any milestones or events that require input from the Commonwealth or a third party in order that the schedule can progress; and
 - d. any underlying assumptions.

3. KEY STAFF POSITIONS (OPTIONAL)

Note to drafters: This clause should be included if the Commonwealth's requirement is mature enough to allow respondents to provide valid information.

Note to respondents: The Commonwealth requires the successful respondent to provide sufficient staff with the necessary skills and experience to meet the project staff skills profile. The Commonwealth also needs assurance that the successful respondent can fill the Key Staff Positions with Key Persons in the required timescale.

Key Staff Positions would normally include the project manager, the systems engineering manager, the software development manager (for projects containing a significant software component) and any key domain experts such as radar design engineers, information technology system design engineers, safety experts etc. Key Staff Positions would also apply to those capabilities for which there is an industry wide shortage.

- 3.1 Respondents are to identify Key Staff Positions for any resultant contract based on the contract activities and perceived risks.
- 3.2 For each Key Staff Position identified in accordance with clause 3.1, respondents are to supply, in the respondent's own format, a position/person specification. The position components of the position/person specifications are to include: position title, reporting relationships (both programmatic and technical), delegated authority levels, duties and responsibilities. The person components of the position/person specifications are to include: qualifications, training, essential experience, desirable experience, and other attributes required of the person filling the position.
- 3.3 Respondents are to identify the numbers of staff meeting each of the person specifications associated with each Key Staff Position identified in accordance with clause 3.1 for the organisational entity, including proposed subcontractors actually executing the task.
- 3.4 Respondents are to nominate the Key Persons proposed to fill the Key Staff Positions identified in clause 3.1. Respondents are to also provide a brief description of the proposed Key Persons, explaining how their qualifications and experience will meet the requirements of that Key Staff Position.

ANNEX E TO ATTACHMENT A

4. DRAFT PROJECT MANAGEMENT PLAN (OPTIONAL)

Note to drafters: This clause should be included if the Commonwealth's requirement is mature enough to allow respondents to provide valid information.

Note to respondents: The Commonwealth needs to ensure consistency between the respondent's proposed solution and skills profile of the respondent's workforce and to understand:

- a. how the respondent plans to achieve the requirements identified in the Statement of Requirement;**
- b. the respondent's relationship with the proposed subcontractors;**
- c. the respondent's organisational structure;**
- d. the respondent's approach to risk management; and**
- e. other topics addressed in the PMP.**

The level of detail should be sufficient for the Commonwealth to assess that respondents have developed management structures and plans.

- 4.1 Respondents are to provide a draft project management plan which contains information on how it intends to manage its work under any resultant contract, including:
- a. an overview of the risk management process and tools to be used;
 - b. how the respondent will deal with deviations from the contracted baseline;
 - c. an overview of how the respondent intends to manage any proposed subcontractors;
 - d. how the respondent will deal with Commonwealth resources including personnel and GFM;
 - e. how the respondent will deal with transitional issues, if any;
 - f. how the respondent will manage any engineering, support or maintenance elements of the Statement of Requirement;
 - g. how the respondent will manage its personnel, including any training and development issues; and
 - h. how the respondent will integrate technical, cost and schedule planning and control; and
 - i. how the respondent will manage work health and safety requirements, issues and risks.

5. RISK ASSESSMENT AND STRATEGY (CORE)

- 5.1 Respondents are to provide a draft risk assessment for the delivery of the Supplies which:
- a. identifies the risks associated with the proposal, including technical, commercial, legal, financial, operational aspects and schedule risks, and risks relating to health safety and the environment;
 - b. categorises those risks according to the likelihood and consequence of their occurrence; and
 - c. in relation to each risk identified indicates whether the respondent proposes to:
 - (i) reduce that risk, and if so through what mechanism;
 - (ii) accept that risk; or
 - (iii) transfer that risk, and if so to whom.

ANNEX F TO ATTACHMENT A

PROPOSAL VOLUME: TECHNICAL/ENGINEERING (OPTIONAL)

Note to drafters: This annex should request any information from the respondents that may not be provided in the respondent's Response Against the Statement of Requirement in Annex G. Indicative headings have been provided, however drafters should not assume that these headings must be included or that they are exhaustive. Most technical/engineering information can be requested during a subsequent procurement process, where the respondent's solution is more defined. Terms included in this annex and provided to respondents should be incorporated into the Glossary in Annex H.

1. QUALITY MANAGEMENT (OPTIONAL)

1.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

2. PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES (OPTIONAL)

2.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

3. VERIFICATION AND VALIDATION STRATEGY (OPTIONAL)

3.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

4. AEO/AMO STATUS (OPTIONAL)

4.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

5. SUPPORT SYSTEM SOLUTION (OPTIONAL)

Note to drafters: If the Commonwealth's requirement is primarily a support one, it might be more appropriate to insert requirements specific to Operating Support, Engineering Support, Maintenance Support, Supply Support or Training Support and their associated resources.

5.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

6. GFM/GFS/GFF REQUIREMENTS (OPTIONAL)

6.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

7. ENVIRONMENTAL MANAGEMENT (OPTIONAL)

7.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

8. HEALTH AND SAFETY MANAGEMENT (OPTIONAL)

8.1 [...INSERT CLAUSE REQUESTING SPECIFIC EVIDENCE FROM RESPONDENT...].

ANNEX G TO ATTACHMENT A

PROPOSAL VOLUME: TECHNICAL (CORE)

1. RESPONSE AGAINST THE STATEMENT OF REQUIREMENT (CORE)

Note to drafters: If you require the Responses to the Statement of Requirement to be in a particular format, insert the format in this annex. Alternatively, a note can be provided indicating that the response is to be in the respondent's format. It is preferable to include a template for the format as this may streamline the process for Defence to review proposals.

Note to respondents: Respondents are to provide details of any benefits to the Commonwealth as a result of their proposal.

- 1.1 Respondents are to provide details of the respondent's proposal to meet the Statement of Requirement, including any specifications, excluding any financial, commercial, project management or technical/engineering information specifically identified in the preceding annexes.

ANNEX H TO ATTACHMENT A

GLOSSARY

Note to drafters: The listing of all acronyms, abbreviations, definitions and referenced documents, and the version numbers of all referenced documents should be reviewed for currency prior to release of the RFP.

1. ACRONYMS AND ABBREVIATIONS (CORE)

Abbreviation	Description
A.B.N.	Australian Business Number
ACM	Asbestos Containing Material
A.C.N.	Australian Company Number
ADF	Australian Defence Force
AEO	Authorised/Accredited Engineering Organisation
AIC	Australian Industry Capability
AMO	Authorised/Accredited Maintenance Organisation
A.R.B.N.	Australian Registered Business Number
CASG	Capability Acquisition and Sustainment Group
CPRs	Commonwealth Procurement Rules
DI(G)	Defence Instruction (General)
DSM	Defence Security Manual
GFF	Government Furnished Facility
GFM	Government Furnished Material
GFS	Government Furnished Services
GST	Australian Goods and Services Tax
IP	Intellectual Property
PDRL	Proposal Data Requirement List
PMP	Project Management Plan
RFT	Request for Tender
RFP	Request for Proposal
SOR	Statement of Requirement
TD	Technical Data

2. DEFINITIONS (CORE)

Term	Status	Definition
Asbestos Containing Material or ACM	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
• Commonwealth	(Core)	means the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312.

ANNEX H TO ATTACHMENT A

Term	Status	Definition
Complies	(Core)	<p>in relation to a respondent's Statement of Non-Compliance, means:</p> <ol style="list-style-type: none"> in the case of a clause which specifies a characteristic or performance to be met by the Supplies to be provided, that the respondent meets the requirement as specified and agrees with the clause exactly as specified in the RFP; in the case of a clause which is of an informative nature only that the clause has been read, understood and is agreed; or in the case of a clause where information has been requested that the information has been provided in the required level of detail and in the required format.
Confidential Information	(Core)	<p>means information (whether or not owned by the Commonwealth) that meets all of the following criteria:</p> <ol style="list-style-type: none"> is commercially sensitive (ie, the information should not generally be known or ascertainable); disclosure would cause unreasonable detriment to the owner of the information or another party (eg, disclosure of a contractor's profit margin); and was provided with an express or implied understanding that it would remain confidential; <p>but does not include information which:</p> <ol style="list-style-type: none"> is or becomes public knowledge other than by a breach of confidence by the receiving party; is in the possession of a party without restriction in relation to disclosure before the date of receipt; or has been independently developed or acquired by the receiving party.
day	(Core)	means a calendar day.
Defence	(Core)	means the Department of Defence or the Australian Defence Force.
Defence Personnel	(Core)	means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.
document	(Core)	<p>includes:</p> <ol style="list-style-type: none"> any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and any article or material from which sounds, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Does Not Comply	(Core)	in relation to a respondent's Statement of Non-Compliance, means that the characteristic or performance requirement of the clause is not met by the respondent. If a respondent does not

ANNEX H TO ATTACHMENT A

Term	Status	Definition
		comply with a particular clause, the extent of and reason for non-compliance is to be stated. The respondent must include a specific proposed amendment or alternative and the reason for that approach.
Exceeds Requirement	(Core)	in relation to a respondent's Statement of Non-Compliance, means the Supplies offered exceed the specified requirements. Full details of the extent of variation from the specified requirement are to be stated.
GST Act	(Core)	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
Key Persons	(Optional)	means a person filling a Key Staff Position.
Key Staff Positions	(Optional)	means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of any proposed contract.
Intellectual Property or IP	(Core)	means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
month	(Core)	means a calendar month.
Problematic Source	(Core)	means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Authority.
Problematic Substance	(Core)	means: <ul style="list-style-type: none"> a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended); or c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Project Definition Study	(Core)	a Project Definition Study involves short-listed respondents undertaking research and development activities to further refine their proposals prior to release of a RFT. A Project Definition Study may be either funded or unfunded.
Proposal Closing Time	(Core)	means the time and date specified in clause 3.1 of the conditions of proposal.
Related Body Corporate	(Core)	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Software	(Core)	means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, but excludes Source Code.

ANNEX H TO ATTACHMENT A

Term	Status	Definition
Source Code	(Core)	means the expression of Software in human readable form which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software.
Supplies	(Core)	means the goods and/or services including IP and TD required by the Commonwealth to be supplied under any resultant contract and includes any items acquired in order to be incorporated in the Supplies.
Technical Data or TD	(Core)	means technical data, know-how or information reduced to a material form (whether stored electronically or otherwise) produced, acquired or used by the contractor or subcontractors in relation to the Supplies and includes data (eg adaptation data / configuration data), databases, manuals, guides, handbooks, designs, standards and specifications, design documentation, reports, writings, models, sketches, plans, drawings, calculations, simulation notes, instructions, training materials and test results, and includes Source Code.
Working Days	(Core)	in relation to the doing of an action in a place, means any day in that place other than: <ul style="list-style-type: none"> a. a Saturday, Sunday or public holiday; and b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

3. REFERENCED DOCUMENTS

Reference	Description
	A New Tax System (Goods and Services Tax) Act 1999 (Cth)
	Australian Code for the Transport of Dangerous Goods by Road and Rail
	Corporations Act 2001
CPRs	Commonwealth Procurement Rules – January 2018
	Criminal Code
	CASG Company ScoreCard Policy Statement
	Defence Act 1903 (Cth)
	Defence and Industry Policy Statement
	Defence and the Private Sector – An Ethical Relationship
DI(G) PERS 35-3	Managing and Reporting of Unacceptable Behaviour
DSM	Defence Security Manual, as amended from time to time
	Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)
	Auditor-General Act 1977 (Cth)
	Australian Consumer Law (Schedule 2 to the <i>Competition and Consumer Act 2010</i>)
WHS Act	Work Health and Safety Act 2011 (Cth)
WHS Regulations	Work Health and Safety Regulations 2011 (Cth)

PART 2 - STATEMENT OF REQUIREMENT

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Note to drafters: Drafters should set out as complete a description as possible of the requirements to be met by respondents. Drafters may wish to consider using information from any Operational Concept Document or Capability Options Paper for describing the requirements. Alternatively, these documents could be referenced in and form attachments to the Statement of Requirement.

1. GENERAL

1.1 Overview (Core)

1.1.1 [...INSERT AN OVERVIEW OF THE REQUIRED DEFENCE CAPABILITY...]

1.1.2 [...INSERT AN OVERVIEW OF THE DESIRED OUTCOMES/OBJECTIVES OF THE REQUIREMENTS]

1.1.3 [...INSERT AN OVERVIEW OF THE PROPOSED SCHEDULE...]

1.1.4 [...IF APPROPRIATE, INSERT AN OVERVIEW OF THE PROPOSED CONCEPT OF OPERATIONS IN RELATION TO WHICH THE CAPABILITY IS REQUIRED. THIS COULD BE DONE BY SUMMARISING THE OPERATIONAL CONCEPT DOCUMENT (OCD), OR ATTACHING THE OCD TO THE DESCRIPTION OF REQUIREMENTS...]

2. SCOPE OF REQUIREMENT

2.1 Overview (Core)

2.1.1 [...INSERT A MORE SPECIFIC OVERVIEW OF THE SCOPE OF THE TASKS...]

2.2 Essential Requirements (Optional)

2.2.1 [...INSERT ANY ESSENTIAL REQUIREMENTS THAT MUST BE MET BY RESPONDENTS...]

2.3 Other Requirements (Optional)

2.3.1 [...INSERT OTHER REQUIREMENTS...]

3. SPECIFICATIONS

3.1 Overview (Core)

Note to drafters: Draft outline function and performance specifications can be included as attachments to the Statement of Requirement. If seeking services, it is important to specify each kind of service required and the desired outcomes.

3.1.1 [...INSERT OR CROSS-REFERENCE TO ANY SPECIFICATIONS THAT MUST BE MET BY PROPOSED SOLUTIONS...]

4. TASK DESCRIPTION

4.1 Overview (Core)

4.1.1 [...INSERT OVERVIEWS OF THE INDIVIDUAL TASKS TO BE UNDERTAKEN...]

4.2 [...TASK BY TASK DESCRIPTION...] (Optional)

Note to drafters: Tasks could include project management, systems engineering, configuration management, support of a platform or system etc.

4.2.1 [...INSERT A DESCRIPTION OF EACH INDIVIDUAL TASK REQUIRED TO BE PERFORMED...]

4.3 [...TASK BY TASK DESCRIPTION...] (Optional)

4.3.1 [...INSERT SUBSEQUENT TASK DESCRIPTION...]

4.4 Review and Reporting Requirements (Core)

4.4.1 [...INSERT REQUIREMENTS FOR UNDERTAKING REVIEWS OR REPORTING OBLIGATIONS...]

5. PERFORMANCE MEASUREMENT

5.1 Overview (Core)

5.1.1 [...INSERT DETAILS OF ANY PROPOSED PERFORMANCE MONITORING AND MEASUREMENT SYSTEM...]