

## ATTACHMENT A

## TENDER DATA REQUIREMENTS LIST - GENERAL

**Note to drafters: The following format is provided for guidance only and may be amended as required to match the structure of the tender data requirements annexes.**

Tender Data Requirement Number	Tender Response Volume
	<b>Response Volume 1: Overview</b>
<b>A-1</b>	Executive Summary (Core)
<b>A-2</b>	Tenderer's Profile (Core)
<b>A-3</b>	Schedule of Proposed Subcontractors (Core)
<b>A-4</b>	Statement of Non-Compliance (Core)
<b>B</b>	Tenderer's Deed of Undertaking (Core)
	<b>Response Volume 2: Commercial</b>
<b>C-1</b>	Importation of Supplies and Services and Export Approvals (Core)
<b>C-2</b>	Liability (Core)
<b>C-3</b>	Insurance (Core)
<b>C-4</b>	Defect Rectification (Optional)
<b>C-5</b>	Technical Data and Software Rights (Core)
<b>C-6</b>	Confidential Information (Core)
<b>C-7</b>	Economic Benefit to the Australian Economy (Optional)
<b>C-8</b>	Business Resource Planning (Core)
<b>C-9</b>	Commitment Letter (Core)
	<b>Response Volume 3: Financial</b>
	<b>Note to tenderers: Tender Price information should be included in this volume only</b>
<b>D-1</b>	Price Schedule (Core)
<b>D-2</b>	Items for which Specific Prices are Required (Core)
<b>D-3</b>	Proposed Payment Schedule (Acquisition) (Core)
<b>D-4</b>	Proposed Payment Schedule (Support) (Core)
<b>D-5</b>	Adjustment for Exchange Rate Fluctuations (Core)
<b>D-6</b>	Adjustment for Fluctuations in the Cost of Labour and Materials (Acquisition) (Optional)
<b>D-7</b>	Adjustment for Fluctuations in the Cost of Labour and Materials (Support) (Core)
<b>D-8</b>	Securities (Core)
<b>D-9</b>	Agency Arrangements (Core)
<b>D-10</b>	Further Quantities and Optional Extras (Optional)
<b>D-11</b>	Life Cycle Cost Model (Core)
<b>D-12</b>	Cost Reimbursement (Optional)
<b>D-13</b>	Schedule of Rates

<b>D-14</b>	Incentive Payments (Optional)
	<b>Response Volume 4: Australian Industry Capability</b>
<b>E-1</b>	Australian Industry Capability (Core)
	<b>Response Volume 5: General</b>
<b>F-1</b>	Past Performance (Core)
<b>F-2</b>	Government Furnished Material (Optional)
<b>F-3</b>	Government Furnished Facilities (Optional)

## ATTACHMENT B

## TENDER DATA REQUIREMENTS LIST – CONTRACT (ACQUISITION)

<b>Response Volume 6: Project Strategies and Experience</b>	
<b>A-1</b>	Project Strategy (Core)
<b>A-2</b>	Relevant Experience (Core)
<b>A-3</b>	Contract Work Breakdown Structure and Dictionary (Core)
<b>A-4</b>	Contract Master Schedule (Core)
<b>A-5</b>	Key Staff Positions (Core)
<b>A-6</b>	Staff / Skills Profile (Core)
<b>A-7</b>	Risk Assessment and Risk Register (Core)
<b>A-8</b>	Mandated Systems and Processes (Core)
<b>A-9</b>	Problematic Substances and Problematic Sources used on Commonwealth Premises (Core)
<b>A-10</b>	Facility and Information and Communications Technology Systems Security Accreditation (Optional)
<b>Response Volume 7: Solution Description</b>	
<b>B-1</b>	Operational Description (Core)
<b>B-2</b>	Technical Description (Core)
<b>B-3</b>	System Evolution and Growth (Optional)
<b>B-4</b>	Mission System Technical Documentation Tree (Core)
<b>B-5</b>	Software List (Optional)
<b>B-6</b>	Equipment Certification to Access Radiofrequency Spectrum (Optional)
<b>B-7</b>	Support System (Core)
<b>B-8</b>	Support Resources (Core)
<b>B-9</b>	Problematic Substance and Problematic Sources in Supplies (Core)
<b>B-10</b>	Environmental Considerations (Optional)

## ATTACHMENT C

## TENDER DATA REQUIREMENTS LIST CONTRACT (SUPPORT)

<b>Response Volume 8: Support General</b>	
<b>A-1</b>	Contract Work Breakdown Structure and Dictionary (Optional)
<b>A-2</b>	Support Services Master Schedule (Optional)
<b>A-3</b>	Key Staff Positions (Core)
<b>A-4</b>	Risk Management (Core)
<b>A-5</b>	Quality Statement (Core)
<b>A-6</b>	Problematic Substances and Problematic Sources (Core)
<b>A-7</b>	Facility and Information and Communications Technology Systems Security Accreditation (Optional)
<b>A-8</b>	Government Furnished Services (Optional)
<b>A-9</b>	Performance Management (Core)
<b>A-10</b>	Continuous Improvement and Efficiency (Core)
<b>Response Volume 9: Support Services Management</b>	
<b>B-1</b>	Support Services Management (Core)
<b>B-2</b>	Verification and Validation (Core)
<b>B-3</b>	Phase In and Ramp Up (Optional)
<b>B-4</b>	Surge (Optional)
<b>B-5</b>	Environmental Management Statement (Optional)
<b>B-6</b>	Work Health and Safety Management Statement (Core)
<b>B-7</b>	Operating Support (Optional)
<b>B-8</b>	Contractor Engineering Management (Optional)
<b>B-9</b>	Engineering Organisation and System Compliance (Optional)
<b>B-10</b>	Maintenance Organisation and System Compliance (Optional)
<b>B-11</b>	Software Support (Optional)
<b>B-12</b>	Systems Safety Program (Optional)
<b>B-13</b>	Maintenance Management (Optional)
<b>B-14</b>	Supply Support (Optional)
<b>B-15</b>	Training Support (Optional)
<b>B-16</b>	Statement of Relevant Experience (Core)

## ANNEX A TO ATTACHMENT A

## OVERVIEW (CORE)

## 1. EXECUTIVE SUMMARY (CORE)

**Note to tenderers: The recommended number of pages for the following executive summary is ten pages of text and a one page graphic. This recommendation should not be construed as an absolute limit but is provided as guidance to assist the tenderer to ascertain the level of detail required.**

- 1.1 Tenderers are to provide an executive summary of their tender, covering both the Contract (Acquisition) and Contract (Support).
- 1.2 The executive summary is not to contain pricing information.
- 1.3 Tenderers are to include, as part of the executive summary, an overview of their proposed Materiel System solution to be delivered under the Contract (Acquisition), and the Services to be provided under the Contract (Support). This summary is to identify the major components (or segments / subsystems) of the proposed solution, including the Mission System and the Support System and should be suitable for both non-technical and technical persons.

## 2. TENDERER'S PROFILE (CORE)

**Note to tenderers: Where the tenderer proposes that separate legal entities enter into the Contract (Acquisition) and the Contract (Support) or that more than one legal entity will be a party to either the Contract (Acquisition) or the Contract (Support), tenderers are to provide the following information in respect of each legal entity as required by clause 2.14.4a of the Conditions of Tender.**

- 2.1 Tenderers are to provide the following information:
  - a. the tenderer's background, experience and resources relevant to its ability to meet the requirement (including design and development aspects, and Services delivery);
  - b. details of any other matters relating to the commercial, technical or financial capacity of the tenderer which may materially affect the tenderer's ability to perform the obligations under any resultant Contract. This should include:
    - (i) the proportionate value of any resultant Contract, if the tender was accepted, in relation to the tenderer's total income and value of work; and
    - (ii) how the tenderer would mitigate its risks, including risks arising from the management of and payment for Subcontracted work, and how it would redeploy resources and maintain sufficient cash flow in the event of a delay to a Milestone or a delay in a payment to the Contractor becoming due under any resultant Contract for any reason;
  - c. details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the tenderer's ability to meet the requirement;
  - d. identification of any trust or fiduciary capacity in which the tenderer proposes to perform any resultant Contract; and
  - e. particulars of any civil or criminal litigation or proceeding, actual or threatened, involving either the tenderer or its directors, or any Related Bodies Corporate, or the existence of any breach or default of any agreement, order or award binding on the tenderer, or any Related Bodies Corporate, or any judgment or decision which is likely to adversely affect the tenderer's performance of any resultant Contract.

**Financial Statements Presubmittal Program or Approved Contractor Viability Program**

**Note to drafters: If a tenderer states in its tender that it is participating in the Financial Statements Presubmittal Program (FSPP) or Approved Contractor Viability Program (ACVP), the**

## ANNEX A TO ATTACHMENT A

**Defence tender evaluation team should refer to the FSPP or ACVP registers to confirm the statement.**

**If the tenderer is participating in FSPP but not ACVP, the tender evaluation team must request a Financial Viability Assessment (FVA) for the tenderer from Financial Investigation Service (FIS).**

**A tenderer which has ACVP status is prequalified as being financially viable for the purposes of tender evaluation. If a tender submitted by a tenderer with ACVP status has a tendered 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 tender evaluation team will not need to request an enhanced FVA from FIS or consider financial viability any further. If a tender submitted by a tenderer with ACVP status has a tendered price at or above the threshold, the tender evaluation team should evaluate the tenderer 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>.**

**Note to tenderers: In order to reduce the cost of tendering, the Financial Statements Presubmittal Program (FSPP) permits CASG suppliers, which regularly submit tenders to Defence, to submit certain tenderer information and financial statements with appropriate accompanying notes once per year directly to Defence rather than as part of each tender. 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 tender evaluations.**

**Further information on the FSPP and ACVP, including eligibility criteria and the registers of participating suppliers is available at: <https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/program-guidelines>.**

#### **Tenderers not participating in the FSPP or ACVP:**

- 2.2 Tenderers that are not currently participating in the Financial Statements Presubmittal Program (FSPP) (ie, those that are not listed in the FSPP or Approved Contractor Viability Program (ACVP) registers as at the time of tender lodgement) are to provide the following information:
- a. the following details of the tenderer, as applicable:
    - (i) the full name of the tenderer;
    - (ii) any trading or business name;
    - (iii) if a company, the registered office, principal place of business and an outline of the company structure;
    - (iv) the date and place of incorporation;
    - (v) individual shareholders holding 20 percent or more of any issued share capital;
    - (vi) particulars of any foreign national or foreign bodies or organisations in a position to exercise or influence control over the tenderer;
    - (vii) Related Bodies Corporate;
    - (viii) 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 ABN (if any); and
    - (ix) if an Australian company, its ACN/ARBN and ABN as applicable; and
  - 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 tenderer is part of a group of companies, those documents or the equivalent information is to relate to the tenderer nominated in the Tenderer's Deed of Undertaking

**ANNEX A TO ATTACHMENT A**

as a single entity, unless granted relief under the relevant Australian Securities and Investments Commission class order.

**Tenderers participating in the FSPP or ACVP:**

- 2.3 Tenderers that are participating in the FSPP (ie, those that are listed in the FSPP or ACVP registers as at the time of tender lodgement) are to:
- a. state that they are participating in the FSPP and state whether they have ACVP status; and
  - b. provide the following details of the tenderer:
    - (i) the full name of the tenderer;
    - (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

**Option:** For when a procurement is at or above the relevant procurement threshold, and does not meet the exemptions set out at Appendix A to the CPRs. If the procurement is specifically exempt from the additional rules detailed in Division 2 of the CPRs as a result of a Defence specific exemption (a list of Defence specific exemptions is found in the DPPM) the procurement will still be subject to the Workplace Gender Equality Procurement Principles and this clause is to be used.

**Note to tenderers:** In performing any resultant Contract, the tenderer is to comply with its obligations under the Workplace Gender Equality Act 2012 (Cth). Information about the coverage of the Workplace Gender Equality Procurement Principles is available from the Workplace Gender Equality Agency at:

<https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>.

- 2.4 If the tenderer is a Relevant Employer, the tenderer is to:
- a. provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its tender; or
  - b. advise that it is a Relevant Employer as part of its tender and provide a current letter of compliance issued by WGEA prior to executing any resultant Contract with the Commonwealth.
- 2.5 For the purposes of clause 2.4, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80.



## ANNEX A TO ATTACHMENT A

**Option: This clause must be used when a procurement is conducted by open tender, is subject to the CPRs and has an estimated value over \$4 million (inc GST).**

**Note to tenderers: The Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain satisfactory and valid STRs from tenderers. Further information about the requirements arising under the Black Economy Procurement Connected Policy is available from the Department of Treasury at:**

<https://treasury.gov.au/policy-topics/economy/black-economy/procurement-connected-policy>.

2.6 Tenderers are to:

- a. provide as part of their tender any of the following STRs that are applicable to the tenderer; and
- b. in accordance with clause 1.9.3 of the Conditions of Tender, obtain and hold any of the following STRs that are applicable to a relevant Subcontractor:

**Table A-A-1: Tenderer / Subcontractor STR requirements**

If the tenderer / subcontractor (as the case may be) is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;
b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: <ol style="list-style-type: none"> <li>(i) on behalf of the partnership; and</li> <li>(ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable);</li> </ol>
c. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> <li>(i) trustee; and</li> <li>(ii) the trust;</li> </ol>
d. a joint venture participant;	a satisfactory and valid STR in respect of: <ol style="list-style-type: none"> <li>(i) each participant in the joint venture; and</li> <li>(ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;</li> </ol>
e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: <ol style="list-style-type: none"> <li>(i) the relevant member of the Consolidated Group; and</li> <li>(ii) the head company in the Consolidated Group;</li> </ol>
f. a member of a GST Group;	a satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> <li>(i) the GST Group member; and</li> <li>(ii) the GST Group representative.</li> </ol>

2.7 If a tenderer has requested any of the STRs required under clause 2.6 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the tenderer is to provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

### 3. SCHEDULE OF PROPOSED SUBCONTRACTORS (CORE)

*Draft COC (Acquisition) reference: clause 11.9*

*Draft COC (Support) reference: clause 11.9*

**ANNEX A TO ATTACHMENT A**

- 3.1 Tenderers are to provide details in the format at Table A-A-2 of all proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft COC (Acquisition) or clause 11.9.3 of the draft COC (Support), including details of any exception for a proposed Subcontractor.
- 3.2 For each of the proposed Subcontractors that trigger any of the criteria listed in clause 11.9.3 of the draft Contract (Acquisition) and clause 11.9.3 of the draft Contract (Support), tenderers are to provide the details set out in clauses 2.1 and 2.2 or 2.3 of this Annex A (Tender’s Profile) to Attachment A.
- 3.3 If a proposed Subcontractor, under the Subcontract, is to create or otherwise provide IP in significant TD or Software, for example, TD or Software necessary to the ongoing operation, maintenance or disposal of the Supplies, tenderers are to indicate in Table A-A-2 that an IP Deed will be required from the Subcontractor in accordance with clause 5.11 of the draft Contract (Acquisition) or clause 5.10 of the draft Contract (Support).

**Note to drafters: This clause 3.4 must be used when a procurement is subject to the Black Economy Procurement Connected Policy.**

- 3.4 If a proposed direct Subcontractor will provide goods or services with an estimated value of over \$4 million (inc GST) under the Subcontract, the tenderer is to obtain and hold a satisfactory and valid STR from that direct Subcontractor. Tenderers are to identify any such proposed direct Subcontractors in column (i) of Table A-A-2.

**Table A-A-2: Schedule of Proposed Subcontractors**

Proposed Subcontractor and ABN/ACN (if applicable)	Work to be Subcontracted (including technical significance)	CWBS reference (if applicable)	Australian Industry Activities references (if applicable)	Equipment / Supplies	Location of work to be performed (incl postcode)	IP Deed required (Yes/No) (see clause 3.3 above)	Subcontract value (\$A) (per annum)	Comments
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
[ANZ Subcontractors]								
[Overseas Subcontractors]								

**4. STATEMENT OF NON-COMPLIANCE (CORE)**

- 4.1 If a tenderer does not fully comply with any clause of the attachments to the COT (excluding Annex B to Attachment A), the draft Contract (Acquisition) and attachments, the draft Contract (Support) and attachments, the draft SOW (Acquisition) and annexes, the SOW (Support) and annexes, the draft Data Item Descriptions and the draft Detailed Service Descriptions, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table A-A-3. Tenderers are to include details of:
  - a. the extent, justification and impact of non-compliance;
  - b. details of any proposed drafting amendments; and
  - c. the location in the tender where further non-compliance details and comments (if any) can be found.
- 4.2 Responses are to be in the order in which the clauses appear and refer to the relevant clause number, annex, attachment, DID or DSD.
- 4.3 A tenderer will be deemed to be fully compliant with any clause not listed in the Statement of Non-Compliance.

**Note to tenderers: Failure to indicate all non-compliances in Table A-A-3 may constitute false, misleading or deceptive conduct for the purposes of the Australian Consumer Law (Schedule 2**

## ANNEX A TO ATTACHMENT A

**of the Competition and Consumer Act 2010 (Cth) or Division 137 of the Criminal Code Act 1995 (Cth).**

Table A-A-3: Statement of Non-Compliance Format

	Clause No.	Non-Compliance	Comments	Location in Tender
	(a)	(b)	(c)	(d)
Annexes (excluding Annex B) to the COT				
Draft COC to the Contract (Acquisition)				
Attachments to the draft COC to the Contract (Acquisition)				
Draft COC to the Contract (Support)				
Attachments to the draft COC to the Contract (Support)				
Draft SOW (Acquisition)				
Annexes to the draft SOW (Acquisition)				
Draft SOW (Support)				
Annexes to the draft SOW (Support)				
Draft Data Item Descriptions				
Draft Detailed Service Descriptions				

## ANNEX B TO ATTACHMENT A

## TENDERER'S DEED OF UNDERTAKING (CORE)

**Note to tenderers: Tenderers must provide a deed in the following format. In the case of a consortium or joint tender, this deed must be executed by all parties intending to be a Contractor to any resultant Contract.**

This deed poll is made on the **(INSERT DATE)**

BY:

(INSERT NAME, ACN/ABN and ARBN if APPLICABLE) ('Tenderer')

**1. DECLARATIONS (CORE)**

- 1.1 The Tenderer declares that this deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('**Commonwealth**').
- 1.2 This deed poll is provided in connection with the Request for Tender [**INSERT RFT NUMBER**] (**RFT**) issued by the Commonwealth and the tender ('**Tender**') submitted by the Tenderer in response to the RFT. Unless the contrary intention appears, words, abbreviations and acronyms defined in the RFT have the same meaning when used in this deed poll.
- 1.3 For the avoidance of doubt, the RFT process includes any Offer Definition and Improvement Activities (**ODIA**) process conducted by the Commonwealth and a reference to a Tender in this deed poll includes a reference to a Tender, or part of a Tender, submitted to the Commonwealth pursuant to any ODIA process.
- 1.4 To the extent applicable, each declaration, undertaking, acknowledgement and agreement of the Tenderer described in this deed poll is restated by the Tenderer at the time of any further submission to the Commonwealth by the Tenderer of the Tender, or part of the Tender, pursuant to any ODIA process.
- 1.5 The Tenderer submits its Tender to provide the Supplies and Services solicited by the RFT at the prices tendered and, subject to the Statement of Non-Compliance included as part of its Tender, in accordance with the draft Contract (Acquisition) and draft Contract (Support).

**2. ACKNOWLEDGEMENTS (CORE)**

- 2.1 The Tenderer acknowledges and agrees:
  - a. to the Commonwealth's rights as set out in the RFT and this deed poll, including the Commonwealth's rights to exclude the Tender;
  - b. that the Tender has been prepared in accordance with the RFT and is accurate, complete and not misleading;
  - c. that the Commonwealth can utilise all relevant information about the Tenderer's performance on Commonwealth procurement activities;
  - d. that the Tenderer has conducted and will conduct itself during the RFT process in a manner that is at least consistent with the Commonwealth's obligations to act in accordance with the applicable Commonwealth procurement framework, for example to ensure certainty of costs and value for money.
  - e. that the Commonwealth can rely on the Tender in accurately assessing compliance with the RFT, risks and risk management options, and value for money in accordance with the RFT;
  - f. that representations made in the Tender, when incorporated in any resultant Contract, will be fully complied with by the Tenderer;
  - g. that the Tenderer has relied entirely upon its own inquiries and inspection in preparing its Tender;
  - h. that the Tenderer has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of the Commonwealth, as adding to or amending the RFT, except for any addendum issued by the Commonwealth that expressly add to or amend the RFT;

**ANNEX B TO ATTACHMENT A**

- i. that in any resultant Contract the Tenderer will not provide Supplies or Services containing ACM and will not take ACM onto Commonwealth Premises in connection with providing the Supplies or Services;
- j. that the Tenderer does not have any 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;
- k. that Defence may provide any information collected or provided during the course of the RFT process (including regarding breaches of workplace relations law, work health and safety law or worker's compensation law) to other Commonwealth entities or regulatory bodies;
- l. that Defence, as a Commonwealth entity, 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 RFT process on the successful Tenderer and information on any resultant Contract in the AusTender website; and
- m. that the Tenderer is aware of the impact of the *Auditor-General Act 1997* (Cth) on its participation in the RFT and on any resultant Contract and any Subcontract under a resultant Contract.

## 2.2 The Tenderer acknowledges and agrees that:

- a. the RFT and any communication or dealings of any kind in relation to the RFT (other than this deed poll) between the Commonwealth and the Tenderer, or between the Commonwealth and any other person with an interest in the RFT, do not constitute a contract between the Commonwealth and the Tenderer;
- b. to the extent permitted by law, no binding contract (including a process contract) or other understanding whatsoever will exist between the Commonwealth and the Tenderer unless and until a Contract is signed by the Commonwealth and the Tenderer; and
- c. to the extent permitted by law, the Commonwealth has no liability to pay the Tenderer, or any other person, for any compensation on the basis whatsoever in connection with the Tenderer's participation in the RFT.

**3. ACCEPTANCE (CORE)**

- 3.1 The Tender submitted by the Tenderer in response to the RFT shall remain open for the Tender Validity Period specified in the Tender Details Schedule (as extended under clause 2.8 of the Conditions of Tender, if applicable).
- 3.2 The Tenderer acknowledges and agrees that the Tender is an unconditional offer and, to the extent reasonably possible, the Tenderer will obtain any necessary Authorisations to enable it to enter into any resultant Contract on an unconditional basis.

**4. UNDERTAKINGS AND WARRANTIES (CORE)**

- 4.1 The Tenderer represents and warrants that there has not been and will not be any collusive tendering, anti-competitive conduct, or any other similar conduct by it or its Related Bodies Corporate, or any officer, employee, agent or advisor of any of them, in relation to:
  - a. the preparation or lodgement of tenders;
  - b. the evaluation and clarification of tenders; and
  - c. the conduct and content of negotiations, including final Contract negotiations,
 in respect of the RFT process.
- 4.2 For the purposes of clause 4.1, collusive tendering, 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 tenderer or any other person or entity.
- 4.3 The Tenderer represents and warrants:

**ANNEX B TO ATTACHMENT A**

- a. that the Tender has not been compiled:
    - (i) with the improper assistance of current or former Commonwealth Personnel or Defence Service Providers;
    - (ii) with the utilisation of information improperly obtained from the Commonwealth; or
    - (iii) in breach of an obligation of confidentiality to the Commonwealth;
  - b. that it and any Related Bodies Corporate, and their officers, employees, agents and advisers have and will, during the RFT process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with their Tender;
  - c. without limiting clause 4.3a that it and any Related Bodies Corporate have not and will not, without prior written approval from the Commonwealth, permit any current or former Commonwealth Personnel, or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the Tender or the RFT process, if:
    - (i) the person was involved at any time in the planning of the procurement to which this RFT relates, the preparation of this RFT, or the management of the RFT process; or
    - (ii) the person was at any time during the 12 months immediately preceding the date of issue of the RFT involved in a Defence procurement process or activity relevant or related to the RFT; and
  - d. that the Tenderer is aware of the provisions of the *Australian Consumer Law* (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), and Division 137 of the *Criminal Code Act 1995* (Cth) and that its Tender does not contain any false, misleading or deceptive misrepresentations, claims or statements.
- 4.4 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and any Related Bodies Corporate, and their officers have not been convicted of bribery of Commonwealth, state, territory or foreign government officials during the last seven years.
- 4.5 Except to the extent identified in clause 4.6, the Tenderer represents and warrants that it and its Related Bodies Corporate officers, employees, agents and advisers have no actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Tenderer's interests in relation to the RFT process. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under clause 4.6.
- 4.6 The following conviction for bribery, or actual, potential or perceived conflict of interest currently exist:
- [INSERT ANY CONVICTION FOR BRIBERY OF COMMONWEALTH, STATE, TERRITORY OR FOREIGN GOVERNMENT OFFICIALS DURING THE LAST 7 YEARS; INSERT ANY ACTUAL, POTENTIAL OR PERCEIVED CONFLICT OF INTEREST; OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']
- 4.7 If in relation to the RFT a conflict of interest exists, arises, or appears likely to arise, that the Tenderer has not previously disclosed, the Tenderer must notify the Commonwealth promptly in writing. The Tenderer agrees to take such steps as the Commonwealth may require to resolve or otherwise deal with a conflict notified under this clause or which otherwise comes to the attention of the Commonwealth during the RFT process.
- 4.8 The Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if in the opinion of the Commonwealth:
- a. the Tenderer fails to take any steps required by the Commonwealth to resolve or deal with a conflict of interest;
  - b. the Tenderer fails to comply in any other respect with this clause 4; or
  - c. any representation or warranty of the Tenderer under this clause 4 is incorrect or misleading in any material respect.

**ANNEX B TO ATTACHMENT A**

4.9 In addition to clause 4.8, the Tenderer acknowledges and agrees that the Commonwealth may exclude the Tender from further consideration if the Tenderer, any of its Related Bodies Corporate, or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials during the last seven years.

4.10 The Tenderer represents and warrants that none of the Tenderer, its Related Bodies Corporate, or officers of either:

- a. have been found in the past three years to have committed a material breach; or
- b. are currently in material breach,

of any law, regulation or code that would be relevant to any resultant Contract, including those in relation to employment or workplace relations (including regulations relating to ethical employment practices), WHS or the environment, other than the following:

**[INSERT DETAILS OF PREVIOUS OR CURRENT BREACHES, OR IF NONE EXIST INSERT THE WORDS 'NOT APPLICABLE']**

and the following actions have been taken to remedy any such material breach:

**[INSERT DETAILS OF ACTIONS TAKEN (INCLUDING POLICIES IN PLACE) TO RESPOND TO EACH SUCH BREACH, OR IF NO BREACHES ARE LISTED ABOVE INSERT 'NOT APPLICABLE']**

**5. SURVIVAL (CORE)**

5.1 This deed poll survives the termination or expiry of the RFT.

**6. APPLICABLE LAW (CORE)**

**Note to drafters: Prior to release of the RFT drafters are to insert the same jurisdiction as selected under clause 12.1 and the Details Schedule of the draft COC (Acquisition).**

6.1 The Tenderer agrees that the laws of **[INSERT JURISDICTION]** apply to this deed poll and the Tenderer submits to the non-exclusive jurisdiction of the courts of that State or Territory and of any court that may hear appeals from any of those courts, for any proceedings in connection with the RFT.

**7. TERMINATION AND AMENDMENT (CORE)**

7.1 This deed poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

**8. CONTACT DETAILS (CORE)**

8.1 The Tenderer's contact details for the purpose of the RFT and this deed poll are set out below.

NAME (Block Letters):

TELEPHONE NUMBER:

-----

-----  
FACSIMILE NUMBER:

-----  
EMAIL ADDRESS:

**Note for Deed Signature: Guidance on executing agreements, including some statutory requirements to ensure the execution is effective, are detailed in the 'Executing Agreements Fact Sheet', found on the Procurement and Contracting intranet page at:**

**<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Factsheets-and-Guidance.aspx>**

**This guidance should be used to assess the Tenderer's execution of the Deed.**

**ANNEX B TO ATTACHMENT A**

**Executed as a Deed Poll**

(INSERT APPROPRIATE TENDERER'S EXECUTION CLAUSE)



## ANNEX C TO ATTACHMENT A

## COMMERCIAL (CORE)

## 1. IMPORTATION OF SUPPLIES AND SERVICES AND EXPORT APPROVALS (CORE)

*Draft COC (Acquisition) reference: clauses 3.4 and 3.5*

*Draft COC (Support) reference: clauses 3.4 and 3.5*

**Note to tenderers: Tenderers are solely responsible for informing themselves of the export control status of the tendered Supplies and Services and for ensuring their compliance with Australian and Foreign Government controls related to the export of defence and dual-use goods, including if the export is from an Australian contractor to an overseas subcontractor or Related Body Corporate for the purposes of providing the Supplies and Services to the Commonwealth.**

**Requests for advice on the control status of goods and/or services should be forwarded to Defence Export Controls via email at [ExportControls@defence.gov.au](mailto:ExportControls@defence.gov.au). Further information on Australian export controls may be found at:**

**<https://www1.defence.gov.au/business-industry/export/controls>.**

1.1 Tenderers proposing to import parts of the Supplies or the Services are to provide:

- a. an indication of what is being imported;
- b. evidence from the Government of the country of origin that the tenderer will be granted an Export Approval for those items if the tenderer is awarded any resultant Contract;
- c. identification of any specific limitations or provisos that the Government of the country of origin could reasonably be expected to place on the Export Approval with respect to individual items of tendered Supplies or Services including TD and Software required to be delivered under any resultant Contract;
- d. details of other approvals required in addition to, or as part of, the grant of Export Approvals (eg, technical assistance agreements) and the impact to schedule of gaining such approvals; and
- e. details of any rejected application for, or refusal to grant, an Export Approval for goods similar to the Supplies or those within the Services, which might have a bearing on any application to export the Supplies or Services.

## 2. LIABILITY (CORE)

*Draft COC (Acquisition) reference: clause 10.10*

*Draft COC (Support) reference: clause 10.10*

**Note to drafters: A liability risk assessment is to be undertaken by the Commonwealth in accordance with the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, both of which can be accessed at:**

**<http://drnet.defence.gov.au/casg/commercial/UndertakingProcurementinDefence/Pages/Liability-Risk-Management.aspx>.**

**The liability risk assessment provides the basis for determining the liability caps and insurance requirements in clauses 10.10 and 9 respectively of the draft COC (Acquisition) and clauses 10.10 and 9 respectively of the draft COC (Support).**

**Note to tenderers: Tenderers should familiarise themselves with the liability caps and insurance requirements in clauses 10.10 and 9 respectively of the draft COC (Acquisition) and clauses 10.10 and 9 respectively of the draft COC (Support). The liability caps and insurance requirements were determined by the Commonwealth based on a liability risk assessment conducted in accordance with the Defence Liability Principles and the standard Defence**

## ANNEX C TO ATTACHMENT A

**methodology described in the Liability Risk Assessment template, both of which can be accessed at:**

<https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/liability-risk-management>.

- 2.1 Tenderers are to specify the basis for Contractor liability that they propose will apply to any resultant Contract.
- 2.2 If a tenderer proposes to limit its liability on an alternative basis to that set out in clause 10.10 of the applicable draft COC (Acquisition) and draft COC (Support) (eg, by proposing a liability limitation or exclusion additional to those set out in clause 10.10.1 of the draft COC (Acquisition) and clause 10.10.1 of the draft COC (Support)), the tenderer is to conduct its own liability risk assessment applying the Defence Liability Principles and the standard Defence methodology described in the Liability Risk Assessment template, and provide the following details:
- a. the terms of the tenderer's proposed limitation of liability (if different to those set out in clause 10.10 of the applicable draft COC (Acquisition) and Contract (Support)), including their proposed monetary caps for each category of loss/liability set out in clauses 10.10.1 and 10.10.2 (if applicable) of the draft COC (Acquisition) and clauses 10.10.1 and 10.10.3 (if applicable) of the draft COC (Support);
  - b. an explanation of why the tenderer requires a limitation of its liability regime different to that proposed in clause 10.10 of the applicable draft COC (Acquisition) and COC (Support); and
  - c. the impact (if any) of these changes on the insurance requirements of the draft Contract (Acquisition) and Contract (Support).

### 3. INSURANCE (CORE)

*Draft COC (Acquisition) reference: clause 9*

*Draft COC (Support) reference: clause 9*

**Note to tenderers: The ACIP Initiative permits tenderers with ACIP status to rely on the ACIP pre-qualification process as evidence of the tender's compliance with the draft Contract (Acquisition) and draft Contract (Support) insurance requirements that will be covered by a tenderer's ACIP. Information on the ACIP Initiative and the list of companies with current ACIP status is at:**

<https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/acip-initiative>.

**For tenderers without ACIP status, evidence of the tender's compliance with the draft Contract (Acquisition) and Contract (Support) insurance requirements should not be returned with the tender. This evidence will be sought only from the preferred tenderer(s) prior to negotiations.**

**Tenderers should note that on the basis of the details and pricing information provided by a tenderer, the Commonwealth may require that the tenderer's current insurance policies (or for tenderer's with ACIP status, those policies falling outside the tenderer's ACIP) be maintained or extended and any proposed insurance policies be obtained. The Commonwealth may also require that additional insurance policies be obtained following negotiations with a preferred tenderer.**

#### **Tenderers without ACIP Status:**

- 3.1 Tenderers without ACIP status that are selected as a preferred tenderer are to provide prior to negotiations all relevant details of current or proposed insurance policies required by the draft Contract (Acquisition) and Contract (Support), including:
- a. name of the insurer;
  - b. type of insurance;
  - c. terms and coverage of the insurance including person(s) insured, conditions and exclusions;

**ANNEX C TO ATTACHMENT A**

- d. limits of indemnity per claim or occurrence and details of any aggregate limits or relevant sublimits which apply;
- e. for a current policy, whether or not any past or current claims made under the policy have materially affected, or are likely to materially affect, the tenderer's ability to meet its obligations under any resultant Contract;
- f. coinsurance, self-insured retention or deductible amounts; and
- g. period of insurance.

**Tenderers with ACIP Status:**

- 3.2 Tenderers with ACIP status are to indicate in their Statement of Non-Compliance against this TDR A-C-3 the extent to which their ACIP covers the types of insurances required by the draft Contract (Acquisition) and draft Contract (Support).
- 3.3 Tenderers with ACIP status that are selected as a preferred tenderer are not required to provide any details of those insurances required by the draft Contract (Acquisition) and draft Contract (Support) which a tenderer identifies as within the scope of its ACIP. However, the details set out in clause 3.1 of this Annex are to be provided prior to negotiations for any insurance policy required by the draft Contract (Acquisition) and draft Contract (Support) that is outside the scope of its ACIP.

**All tenderers:**

- 3.4 All tenderers are to identify in their tendered prices detailed in TDR A-D-2 (Table A-D-8) details of all costs associated with the insurance policies covered in the tenderer's insurance response.

**4. DEFECT RECTIFICATION (OPTIONAL)**

*Draft COC (Acquisition) reference: clauses 8.2*

*Draft COC (Support) reference: clauses 8.2*

**Note to tenderers: The Commonwealth may not require Defect rectification coverage, in which case the amount nominated for such coverage will be deducted from the tendered price and will not be included in any resultant Contract.**

- 4.1 Tenderers are to provide details of the Defect rectification coverage being tendered when they differ from that sought in clause 8.2 of the draft COC (Acquisition) and the draft COC (Support).
- 4.2 Tenderers are to provide at Table A-D-2, the amount tendered to cover the Defect rectification provisions proposed by the tenderer, and if the premium varies from item to item, the premium is to be shown against that specific item.
- 4.3 Tenderers are to provide details of any warranties that are available from relevant manufacturers of suppliers that will extend beyond the end of the relevant Defect Rectification Period. Tenderers should identify any warranties of this nature in their tenders, including the additional cost (if any) associated with such warranties at Table A-D-2.

**5. TECHNICAL DATA AND SOFTWARE RIGHTS (CORE)**

*Draft COC (Acquisition) reference: clause 5*

*Draft COC (Support) reference: clause 5*

**Note to drafters: Prior to release of the RFT, drafters are to ensure that the outcomes from the Commonwealth's TDRA align with the PES, OCD (Support Concept) and FPS and are accurately reflected in this clause 5 and the TDSR Schedule. Further information on conducting a TDRA can be found in DMH Eng 12-2-003 Technical Data Management Handbook, which can be accessed at:**

<http://drnet/casg/LSDQMS/Pages/Engineering-Control-and-Management.aspx>.

**As part of the evaluation process and before agreeing to include restrictions in the TDSR Schedule, drafters are to ensure that proposed restrictions on the Commonwealth's ability to use and sublicense TD, Software and Contract Material do not adversely affect the Capability's**

## ANNEX C TO ATTACHMENT A

**Life of Type requirements. Further information on clause 5 of the draft COC (Acquisition) and clause 5 of the draft COC (Support) can be found in the ASDEFCON Technical Data & Intellectual Property Commercial Handbook at:**

<http://drnet.defence.gov.au/casg/commercial/CommercialPolicyFramework/Pages/Handbooks.aspx>.

**The Commonwealth's default position is to not own IP created under a contract or subcontract. However, in limited cases (for national security and/or strategic interest reasons) the Commonwealth can require ownership of IP in TD or Software for specific items (eg, items or equipment must be identified at the system, subsystem or component level). Any such items of must be specified in the Commonwealth TD and Commonwealth Software annex of the draft TDSR Schedule, prior to RFT release.**

**The Commonwealth will retain ownership of any new IP created under any resultant Contract in relation to GFM (see clause 5.1.3 of the draft COC (Acquisition) and clause 5.1.3 of the draft COC (Support)), unless otherwise specified in Attachment E of the COC (Acquisition) or Attachment E of the COC (Support) (eg, where the Contractor owns the IP in GFM previously delivered to the Commonwealth under a separate contract).**

**Note to tenderers: Tenderers are required to include draft TDSR Schedules with their tender. Tenderers are to ensure that any restrictions set out in the draft TDSR Schedules do not materially limit achievement of the Commonwealth's Life-of-Type objectives with respect to the Mission System, affect the Commonwealth's rights contained at clause 5.3 of the draft COC (Acquisition) and clause 5.3 of the draft COC (Support) (otherwise than as provided for below) or the tenderer's intended compliance with the warranties contained in clause 5 of the draft COC (Acquisition) and clause 5 of the draft COC (Support).**

**Tenderers should familiarise themselves with the ASDEFCON Technical Data & Intellectual Property Commercial Handbook, which can be accessed at:**

<https://www1.defence.gov.au/business-industry/procurement/policies-guidelines-templates/intellectual-property-framework>.

5.1 Tenderers are to provide draft TDSR Schedules in the form of Attachment G to the draft Contract (Acquisition) and Attachment G to the draft Contract (Support) by specifying the following:

**Highly Sensitive TD and Highly Sensitive Software listed in Annex A should only include that TD or Software where disclosure would have a major adverse effect on the business of the Contractor or Approved Subcontractor and its commercial advantage. This TD or Software is to be clearly identified at its lowest constituent / configuration item and linked to the MTDI/TDL or Software List, as appropriate. Highly Sensitive TD and Highly Sensitive Software would generally exist as at the Effective Date and not include TD or Software specifically created under the Contract for the Commonwealth.**

- a. Contract (Acquisition) TDSR Schedule Annex A and Contract (Support) TDSR Schedule Annex A - all items of TD and Software to be identified as Highly Sensitive TD and Highly Sensitive Software and all proposed restrictions that will apply to the Commonwealth's rights to Use and Sublicense the specified TD or Software;
- b. Contract (Acquisition) TDSR Schedule Annex B and Contract (Support) TDSR Schedule Annex B - all restrictions proposed limiting the:
  - (i) TD and Software rights to be granted under clause 5.3.3b(ix) of the draft COC (Acquisition) and clause 5.3.3b(ix) of the draft COC (Support); and
  - (ii) delivery of TD and Software to the Commonwealth or other persons under clause 5.13 of the draft COC (Acquisition) and clause 5.13 of the draft COC (Support);

**Note to tenderers: Tenderers should note that the Commonwealth may require that a Commercial Item be listed as a Key Commercial Item in Annex C, notwithstanding that it is not owned by the Contractor, Approved Subcontractor or a Related Body Corporate of the Contractor. This may be required if the Commonwealth considers that the relevant Commercial Item is of high value or particular significance to the Capability's Life of Type requirements.**

- c. Contract (Acquisition) TDSR Schedule Annex C and Contract (Support) TDSR Schedule Annex C - any Key Commercial Items proposed to be provided as part of the

**ANNEX C TO ATTACHMENT A**

Supplies and the proposed licence terms in respect of the related Commercial TD and Commercial Software in accordance with clause 5.4.3 of the draft COC;

**Note to tenderers: The Commonwealth may require ownership of certain TD and Software for reasons relating to national security and / or strategic interests associated with the program or Capability's whole of life requirements (Commonwealth TD or Commonwealth Software).**

**If any Commonwealth TD or Commonwealth Software will (or may), when created, contain IP owned by the tenderer or a proposed subcontractor (being IP in existence prior to Effective Date or created outside the Contract and Subcontracts), the Contractor is to grant a licence to the Commonwealth of that IP under clause 5.3 of the draft (Acquisition) and clause 5.3 of the draft COC (Support) (subject to any proposed restrictions listed in the applicable TDSR Schedule). Tenderers should note that such restrictions should not prevent the use of the Commonwealth TD or Commonwealth Software as provided for in the Contract (see clause 5.17.1b of the draft COC (Acquisition) and clause 5.16.1c of the draft COC (Support)).**

- d. Contract (Acquisition) TDSR Schedule Annex D and Contract (Support) TDSR Schedule Annex D - in relation to any items or equipment specified in Annex D for which the Commonwealth has identified that it is to own the IP created under any resultant Contract or a Subcontract (Commonwealth TD or Commonwealth Software), the tenderer is to include, to the extent known, details of the TD or Software of those items or equipment at the system, subsystem or component level;

**Note to tenderers: The listing of Excluded Parties will only be agreed to by the Commonwealth in exceptional circumstances to prohibit certain competitors from being Commonwealth Service Providers for the sole purpose of the licences granted under clauses 5.2.3a and 5.6.1b(i) of the draft COC (Acquisition) and clause 5.3.3a and 5.7.1b(i) of the draft COC (Support). However, the Commonwealth will be permitted to grant Sublicences to Excluded Parties in other circumstances permitted under clause 5 of the draft COC.**

- e. Contract (Acquisition) TDSR Schedule Annex E and Contract (Support) TDSR Schedule Annex E - those parties who are proposed by the tenderer to be excluded from being a Commonwealth Service Provider for the sole purpose of the licences granted under clauses 5.2.3a and 5.6.1b(i) of the draft COC (Acquisition) and clause 5.3.3a and 5.7.1b(i) of the draft COC (Support). The tenderer is to include the period of the restriction, which cannot be perpetual; and
- f. Contract (Acquisition) TDSR Schedule Annex F and Contract (Support) TDSR Schedule Annex F - details of any restrictions that limit the licences granted to the Commonwealth under any resultant Contract in relation to Patents, Registrable Designs or Circuit Layouts, in accordance with clause 5.18 of the draft COC (Acquisition) and clause 5.18 of the draft COC (Support).

**Option: For when an Escrow Agreement is being included in the Contract.**

- g. Contract (Acquisition) TDSR Schedule Annex G - items proposed to be held under an Escrow Agreement in accordance with clause 5.19 of the draft COC (Acquisition).

5.2 Tenderers are to provide detailed justification for all proposed restrictions or other terms included in the draft TDSR Schedule to the extent known or anticipated by the tenderer at the time any resultant Contract would be executed, including a detailed explanation of how any such restrictions will not detrimentally impact the Capability System's Life-of-Type requirements.

5.3 Tenderers are to identify in their tender any Commercial TD and Commercial Software of which the licence to be granted to the Commonwealth for the purposes of clause 5.3.4 of the draft COC (Acquisition) and clauses 5.4.4 of the COC (Support) will or is likely to require the Commonwealth to pay a Royalty or other fee (not otherwise included in the Contract Price).

## ANNEX C TO ATTACHMENT A

### 6. CONFIDENTIAL INFORMATION (CORE)

*Contract (Acquisition) reference: clause 11.4*

*Contract (Support) reference: clause 11.4*

- 6.1 Tenderers are to provide at Attachment K of the draft COC (Acquisition) and Attachment N to the draft COC (Support), a list of all contract clauses that they consider to be Confidential Information. For each clause, tenderers are to justify their identification of the information as Confidential Information, explaining how it meets all four criteria listed in Attachment N to the draft COC (Acquisition) and Attachment N of the draft COC (Support), as applicable.

### 7. ECONOMIC BENEFIT TO THE AUSTRALIAN ECONOMY (OPTIONAL)

**Note to drafters: This clause must be used when the procurement is valued at more than \$4 million and there is no requirement for submittal of a draft AIC Plan as part of the tender at Annex E to Attachment A.**

**If the clause is not required, replace with 'Not used'.**

- 7.1 Tenderers are to provide details of the economic benefits that any resultant Contract would achieve for the Australian economy.
- 7.2 Tenderers may cross-reference information provided in TDR A-E ('Draft AIC Plan') (if applicable) as their response (or as part of their response) to clause 7.1 of this annex.

### 8. BUSINESS RESOURCE PLANNING (CORE)

**Note to tenderers: The Commonwealth seeks the following information to demonstrate that the tenderer has a corporate business plan that details appropriate strategies to ensure the tenderer 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 tenderer, the tenderer is able to commence work in accordance with any resultant Contract and that competing work priorities will not adversely affect the performance of any resultant Contract.**

- 8.1 Tenderers are to demonstrate that they are able to meet the obligations of any resultant Contract in light of other current work commitments or expected work commitments. In particular, addressing:
- a. obligations in regard to current and future projects and other work;
  - b. use of resources 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 tenderer's capabilities to satisfactorily discharge its responsibilities under any resultant Contract in relation to each of the above; and
  - d. arrangements for reprioritising resources across the tenderer's span of commitment.

### 9. COMMITMENT LETTER (CORE)

**Note to tenderers: The signed Commitment Letters should not be returned with the tenderer's proposal. The President/Chairman/Managing Director/Chief Executive Officer of the preferred tenderer or of the preferred tenderer's parent company will be expected to sign the Commitment Letters after negotiations but before signature of any resultant Contract to allow the signing**

## ANNEX C TO ATTACHMENT A

***officer to confirm the proposed contractual obligations and make the undertakings contained in the Commitment Letters in light of that information.***

***Where the tenderer proposes that separate legal entities enter into the Contract (Acquisition) and the Contract (Support) or that one or more legal entity will be a party to either the Contract (Acquisition) or the Contract (Support), tenderers are to have each entity sign a Commitment Letter.***

- 9.1 Tenderers are to provide the following details in relation to the draft Commitment Letters found at Schedule 1 and Schedule 2 of this TDR A-C:
- a. statement confirming **(TENDERER'S/TENDERER'S PARENT COMPANY'S)** willingness or otherwise to sign the draft Commitment Letter after a Contract has been negotiated but before it is signed, should the tenderer become the preferred tenderer;
  - b. if the **(TENDERER/TENDERER'S PARENT COMPANY)** is unwilling to sign the letter, explanation as to why not; and
  - c. if the tenderer proposes to amend the letter, a revised draft of the letter.

**ANNEX C TO ATTACHMENT A  
SCHEDULE 1**

**COMMITMENT LETTER**

**(INSERT COMPANY LETTERHEAD ETC)**

***Note to tenderers: The appropriate name will be advised at the time the letter is required to be provided to the Commonwealth.***

Dear **(INSERT NAME)**,

**(INSERT PROJECT AND CONTRACT TITLES AND PROPOSED CONTRACT NUMBER)**

I refer to the proposed Contract **(INSERT CONTRACT TITLE)** between **(INSERT SHORT NAME OF PARTY)** and the Commonwealth of Australia acting by and through the Department of Defence for **(INSERT DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC TO BE DELIVERED)**.

As the **(INSERT POSITION TITLE OF ADDRESSEE)**, you are accountable to the Australian Government for delivering capability for the Australian Defence Force and in doing so, you and the Commonwealth are relying on **(INSERT SHORT NAME OF PARTY)**, to deliver the **(SHIP/AIRCRAFT/VEHICLE/SYSTEMS ETC)** on time, on budget, to the required capability, quality and safety and to meet all its obligations under the Contract.

The purpose of this letter is to give the Commonwealth assurance that the senior management of **(INSERT SHORT NAME OF PARTY)** have carefully considered the company's obligations under the Contract, have exercised care and diligence in making themselves aware of that company's capacity to comply with those obligations for the duration of the Contract and are therefore able to give the undertakings below.

This letter is not signed in my personal capacity and does not create personal liability to the Commonwealth for me.

***Option A: For when the Contract will be valued at more than \$50 million per year in aggregate.***

I provide this letter to you, and execute it on behalf of the company, in my capacity as the **(PRESIDENT/ CHAIRMAN/ MANAGING DIRECTOR/ CEO)** of **(INSERT NAME OF PARTY)** and the leader of that organisation. I warrant that I am authorised to bind the company.

***Option B: For when the Contract will be valued at more than \$250 million per year in aggregate AND the contractor has a parent company.***

I provide this letter to you, and execute it on behalf of the parent company, in my capacity as the **(PRESIDENT/ CHAIRMAN/ MANAGING DIRECTOR/ CEO)** of the parent company **(INSERT NAME OF PARTY)** and the leader of that organisation. I warrant that I am authorised to bind the parent company (referred to in this letter as 'the parent company').

On behalf of the **(INSERT 'COMPANY' OR 'PARENT COMPANY')**, I give you the following undertakings:

- I fully understand the nature and scope of **(INSERT SHORT NAME OF PARTY)** obligations under the Contract including:
  - the physical resources;
  - intellectual property and information requirements;
  - human resources (including the number of personnel and the requisite levels of skill and training); and



**ANNEX C TO ATTACHMENT A**

- financial and project management resources;  
necessary to provide the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with, and for the duration of, the Contract;
- that, based on diligent inquiries, **(INSERT SHORT NAME OF PARTY)** has the necessary physical, intellectual property, information, financial and human resources to provide the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract;
- that **(INSERT SHORT NAME OF PARTY)** will ensure that it continues to have the necessary physical, financial, intellectual property, information, and human resources throughout the term of the Contract to provide the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract;
- that **(INSERT SHORT NAME OF PARTY)** will ensure that it complies, and continues to comply, with the requirements of the Contract relating to:
  - the design and overall quality integrity of the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**;
  - the maintainability of the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**;
  - the integrity and safety of **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**; and
  - the fitness for purpose of the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)**;
- that **(INSERT SHORT NAME OF PARTY)** has appropriate arrangements with subcontractors and access to intellectual property and information to provide the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the Contract, and will continue to do so for the duration of the Contract;
- that **(INSERT SHORT NAME OF PARTY)** has done a full risk assessment and has made adequate provision for contingency to be able to deliver the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** in accordance with the schedule for each Contract; and
- that **(INSERT SHORT NAME OF PARTY)** is financially sound and is not presently subject to any litigation that may affect its performance in accordance with the Contract.

I fully recognise the importance to the Commonwealth of **(INSERT SHORT NAME OF PARTY)** delivering the **(SHIPS/AIRCRAFT/VEHICLES/SYSTEMS ETC)** on time, on budget, to the required capability, quality and safety.

Yours sincerely

**(INSERT RELEVANT SIGNATORY)**

signing on behalf of

**(INSERT COMPANY/PARENT COMPANY)**

## ANNEX D TO ATTACHMENT A

## FINANCIAL (CORE)

## 1. PRICE SCHEDULE (CORE)

*Draft COC (Acquisition) reference: clause 7*

*Draft COC (Support) reference: clause 7*

- 1.1 Tenderers are to complete the Price Schedule in accordance with the Format at Tables A-D-1 to A-D-7.
- 1.2 Tenderers are to indicate their compliance with the Commonwealth's requirements set out at Tables A-D-1 to A-D-7 (if any) and indicate the best delivery date that can be achieved having regard to other commitments.
- 1.3 Tendered prices are to be inclusive of all costs of complying with the Contract (Acquisition) and Contract (Support) and associated with providing the Supplies and Services and carrying out all matters and doing all things necessary for the due and proper performance and completion of the proposed Contracts. These include all licence fees, royalty payments and services representatives. Tenderers are to apply the CASG Cost Principles when preparing tendered prices.
- 1.4 Tenderers are required to submit tender prices inclusive of all overseas taxes and charges and all Australian (Federal, State and Local Government) taxes including GST, customs and other duties and charges and arranging customs clearance and services of representatives that are applicable at the Base Date. Tenderers are not to include any contingency for exchange rate fluctuations in their tendered price.

***Note to tenderers: 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 following receipt of tenders. For the purposes of evaluation, any foreign currency element of a tendered price will be calculated at the spot selling rate of exchange against the Australian dollar, quoted by the Reserve Bank of Australia at the Base Date. Prices for tendered Supplies and Services are to be stated in Australian dollars except for any significant portion of the Supplies or Services to be imported from overseas, which is to be stated in foreign currency. All prices tendered are to be in Base Date dollars.***

***Note to tenderers: The successful tenderer will be responsible for ensuring that it is registered in accordance with the requirements of the GST Act (as amended). Tenderers who are non-residents of Australia and are not currently registered for GST, are advised to obtain independent advice on whether they will be required to be registered for GST purposes in accordance with the GST Act.***

***If a tenderer intends to exercise the option of appointing a resident GST agent to act on its behalf for GST purposes in accordance with clause 7.13 of the draft COC (Acquisition) or 7.13 of the draft COC (Support), tenderers are requested to provide the details of their proposed agent at TDR A-D-9.***

***If the successful tenderer fails to quote an ABN in its dealings with the Commonwealth, the Commonwealth may be required to withhold a percentage of all payments under any resultant Contract in accordance with Australian taxation legislation.***

- 1.5 Tenderers are to state whether GST will be payable for each item of the Supplies in the Price Schedule.

ANNEX D TO ATTACHMENT A

PRICES FOR MILESTONES

**Note to drafters: Drafters should populate the following table with the Milestone Descriptions, Milestone Criteria and Milestone Dates before the release of the RFT if possible.**

Table A-D-1: Price Schedule Contract (Acquisition) Response Format

Item	Item Description	Qty	Unit Price \$A or Foreign Currency Duty Free	Warranty Premium \$A or Foreign Currency	Latent Defects Premium \$A or Foreign Currency	Customs Duty \$A	Total Price \$A (cxd)+e+f+g or Foreign Currency (cxd)+e+f	Value of Australian Industry Activity (for each line item)	Price Basis	Applicability of GST
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
<b>CONTRACT PRICE</b>										

## ANNEX D TO ATTACHMENT A

**Notes to tenderers: Table A-D-1**

- a. This should be in CWBS numerical sequence.**
- b. A brief description of the item or service sufficient for identification, cross-referenced where practicable to relevant clause numbers in the draft SOW (Acquisition) or other parts of the RFT. Where the deliverable is a service (e.g. installation or progress reporting), only the relevant columns should be completed and others marked “not applicable” or “N/A”.**
- c. The number of items required under the proposed contract.**
- d. Duty free unit prices are required.**
- e. Tenderers should indicate, where appropriate, the warranty premium against the specific item.**
- f. Tenderers should indicate, where appropriate, the Latent Defect (if any) premium against the specific item.**
- g. The itemised customs duty applicable to all imported items is required.**
- h. If the Unit Price in Column (d) is provided in Australian currency, the Total Price in Column (h) will be calculated by multiplying the Quantity in Column (c) by the Unit Price in Column (d), then adding the Warranty premium in Column (e), the Latent Defect premium in Column (f) and the Customs Duty in Column (g). If the Unit Price in Column (d) is provided in a Foreign Currency, the Total Price in Column (h) will consist of two separate figures, the first being calculated by multiplying the Quantity in Column (c), by the Unit Price in Column (d), then adding the Warranty Premium in Column (e) and the Latent Defect premium in Column (f); and the second being the \$AUD Customs Duty in Column (g).**
- i. List the value of the Australian Industry Activity in Australian Dollars (indicate whether it is an actual or nominal figure and outline the method of valuation including the rationale).**
- j. Tenderers are to indicate the price basis such as firm, variable (noting that a Base Date are to be cross-referenced) or cost reimbursement.**
- k. Tenderers are to denote which line items are subject to GST.**

ANNEX D TO ATTACHMENT A

**Note to drafters: The contents in columns (a), (b) and (c) of the draft table below are included by way of EXAMPLE ONLY. Actual Milestones should reflect the requirements of the draft Contract.**

Table A-D-2: Prices for Milestones in Contract (Support)

MILESTONE DESCRIPTION	MILESTONE CRITERIA	MILESTONE DATE(S)	MILESTONE PAYMENTS									
			MILESTONE PAYMENTS (Excluding GST and customs duty)		CUSTOMS DUTY	GST	MILESTONE PAYMENTS (Including GST and customs duty) (d)+(e)+(f)		ADJUSTMENTS (if Applicable) (total = 1.00) (refer to formulae at clause 6 of this Annex D)			
			(a)	(b)	(c)	(d)		(e)	(f)	(g)		(h)
			\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	\$A	[INSERT FOREIGN CURRENCY]	Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)	
Securities	Provision to the Commonwealth of securities and deeds, in accordance with clause 7.7 and 7.8 of the COC (Support).	[INSERT DATE]										
Phase In Stage 1 Milestone	As defined in the Approved PHIP	Planned OD - 40										
Operative Date (OD)	OD has occurred in accordance with clause 1.5 of the COC of the Contract (Support).	Planned OD										
Commence Services for [INSERT DESCRIPTIVE NAME]	Support Services available to enable [INSERT CAPABILITY-RELATED DESCRIPTION]	OD + [INSERT MONTHS]										
Commence Services for [INSERT DESCRIPTIVE NAME]	Support Services available to enable [INSERT CAPABILITY-RELATED DESCRIPTION]	[INSERT DATE]										
Commence Services for [INSERT DESCRIPTIVE NAME]	[INSERT CONCURRENT CONTRACT MILESTONE]	[INSERT DATE]										

ANNEX D TO ATTACHMENT A

DESCRIPTIVE NAME]	DESCRIPTION]										
[DRAFTER INSERT] TO	[DRAFTER TO INSERT]	[INSERT DATE]									

**Notes to tenderers: Table A-D-2**

- a. **Milestone Description:** A brief description of the Milestone, cross-referenced (where practicable) to the relevant clause numbers in the SOW of the Contract (Support) (including DSDs).
- b. **Milestone Criteria:** The criteria required to be satisfied before achievement of the Milestone can be claimed and the Milestone Payment can be made.
- c. **Milestone Date(s):** The date by which the Contractor (Support) is to achieve the Milestone.
- d. **Milestone Payments:** The GST and customs duty exclusive price payable in respect of the Milestone.
- e. **Customs Duty:** If applicable, all import and export duties in \$A in respect of each Milestone.
- f. **GST:** The GST amount applicable to each Milestone.
- g. **Milestone Payments:** The GST and customs duty inclusive price payable in respect of the Milestone.
- h. **Adjustments:** If applicable, indicate the labour component, Australian materials component and imported materials component (total out of 1.00) for purposes of the adjustment formula at TDR A-D-7.

ANNEX D TO ATTACHMENT A

CORE SERVICES FEE

**Note to drafters:** The following tables should be developed and populated in order to provide a suitable breakdown of the Core Services Fee applicable to each stage of the Term of the Contract (Support). The first example table includes the first two stages of a Ramp Up period following OD. Some lines will not have fee amounts identified in the initial stage(s) (ie, as those Services have not yet commenced). Further tables are to be added for each applicable stage until a mature level of Services has been reached. For convenience, subsequent tables should then be developed for each financial year or other suitable period (eg, to align with Adjustment Dates).

**Instead of using the following tables in Microsoft Word, drafters and procurement teams may prefer to develop spreadsheets in a similar format. Appropriate guidance and information should be included to assist tenderers in responding.**

**Adjustments should only be included where tables for multiple years do not factor in price adjustments for labour and materials.**

Table A-D-3A: Core Services Fee for the period from OD to [INSERT EVENT NAME] and subsequent [INSERT EVENT NAME]

Item No.	Item Description	Stage 0: OD to [INSERT EVENT NAME] (a)					Stage [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a)					ADJUSTMENTS (if applicable) (total = 1.00. Refer to formulae at clause 6 of this Annex D)				
		Annual price during Stage (excluding GST & customs duty)		Customs Duty (if applicable)	GST (if applicable)	Annual price during Stage (including GST & customs duty)(d+e+f)		Annual price during Stage (excluding GST & customs duty)		Customs Duty (if applicable)	GST (if applicable)	Annual price during Stage (including GST & customs duty) (d+e+f)		Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
(b)	(c)	(d)		(e)	(f)	(g)		(d)	(e)	(f)	(g)		(h)			
		\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	\$A	[INSERT FOREIGN CURRENCY]	\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	\$A	[INSERT FOREIGN CURRENCY]			
	[INSERT LEVEL 1 CWBS REFERENCE]															
	SUBTOTAL:															
	[INSERT LEVEL 1 CWBS REFERENCE]															

ANNEX D TO ATTACHMENT A

SUBTOTAL:													
Core Services Fee (Stage 1) (i)						Core Services Fee (Stage [INSERT NUMBER]) (i)							

Table A-D-3B: Core Services Fee for the period from [INSERT EVENT NAME] to [INSERT EVENT NAME] and subsequent [INSERT EVENT NAME]

Item No.	Item Description	Stage [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a)					Stage [INSERT NUMBER]: [INSERT EVENT NAME] to end of [INSERT EVENT NAME] (a)					ADJUSTMENTS (total = 1.00. refer to formulae at clause 6 of this Annex D) (if Applicable)		
		Annual price during Stage (excluding GST & customs duty)		Customs Duty (if applicable)	GST (if applicable)	Annual price during Stage (including GST & customs duty) (d+e+f)	Annual price during Stage (excluding GST & customs duty)		Customs Duty (if applicable)	GST (if applicable)	Annual price during Stage (including GST & customs duty) (d+e+f)	Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
(b)	(c)	(d)		(e)	(f)	(g)		(d)	(e)	(f)	(g)		(h)	
		\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	\$A	[INSERT FOREIGN CURRENCY]	\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	\$A	[INSERT FOREIGN CURRENCY]	
[INSERT LEVEL 1 CWBS REFERENCE]														
	SUBTOTAL:													
[INSERT LEVEL 1 CWBS REFERENCE]														
	SUBTOTAL:													
CORE SERVICES FEE (STAGE[INSERT NUMBER]) (i)						CORE SERVICES FEE (STAGE [INSERT NUMBER]) (i)								



## ANNEX D TO ATTACHMENT A

**Notes to tenderers: Table A-D-3A and Table A-D-3B**

- a. Stage:** *The stage is the period of the Term of the Contract (Support) for which the listed prices apply.*
- b. Item Number:** *[...Cost breakdown structure sequence / numerical sequence...] for items in the table. The highest level items in the structure are the key Services and other top-level cost categories identified in clause 4 of the Glossary.*
- c. Item Description:** *A brief description of the item or Service, cross-referenced (where practicable) to the relevant clause numbers in the SOW of the Contract (Support) (including DSDs).*
- d. Annual price during Stage (Excluding GST and customs duty):** *The price for each item number excluding GST and customs duty. The price for stage is the price determined by the total number of items occurring per stage and the cost of each item. [...Where applicable, the price is broken down to show \$A and [INSERT OTHER CURRENCY] amounts...]. If not annual figure, specify period used.*
- e. Customs Duty:** *If applicable, all import and export duties in \$A.*
- f. GST:** *The GST amount applicable per line item.*
- g. Annual price during Stage (Including GST and customs duty):** *The price for each item number including GST and customs duty. [...Where applicable, the price is broken down to show \$A and [INSERT OTHER CURRENCY] amounts...]. If not annual figure, specify period used.*
- h. Adjustments:** *If applicable, indicate the labour component, Australia materials component and imported materials component (total = 1.00) for purposes of the adjustment formula at clause 7 of this Annex D.*
- i. Core Services Fee:** *The sum of the Core Services Fee for stage or event. If not annual figure, specify period used. If the duration of the stage is less than a year, consider using a monthly fee.*

ANNEX D TO ATTACHMENT A

EXCLUDED SERVICES FEE

**Note to drafters: Drafters should populate the following table with any Excluded Services Fee (ie, not subject to an At Risk Amount like the Core Service Fees). Examples include "pass-through" costs (eg GFF or GFS) which do not vary according to the nature or scope of the Services performed, or the cost of Services which the Commonwealth agrees not to be "at risk for a specified period start after ED".**

**Where it is intended that a resultant Contract (Support) will include Phase In and/or Ramp Up Milestones and/or other events that are prerequisites to increases in the Excluded Services Fee, a set of columns or separate tables may be used to define the Excludes Services Fee for each increment until the full Excluded Services Fee is reached (as for the Core Services Fee tables). For convenience, in particular once a mature level of Services has been reached and the full Excluded Services Fee is payable, subsequent tables may be developed for each financial year or other suitable period (eg, to align with Adjustment Dates).**

**Instead of using the following tables in Microsoft Word, drafters and procurement teams may prefer to develop spreadsheets in a similar format. Appropriate guidance and information should be included to assist tenderers in responding.**

**Adjustments should only be included where tables for multiple years do not factor in price adjustments for labour and materials.**

Table A-D-4A: Excluded Services Fee for the period from [INSERT EVENT NAME] until OD and subsequent [INSERT EVENT NAME]

Item no.	Item Description	Increment 1: [INSERT EVENT NAME] to OD (a)					Increment [INSERT NUMBER]: OD to [INSERT EVENT NAME] (a)					ADJUSTMENTS (total = 1.00. Refer to formulae at clause 6 of this Annex D) (if Applicable) (i)		
		Annual price during Increment (excluding GST)		GST (if applicable)	Annual price during Increment (including GST & other charges) (d+e)		Annual price during Increment (excluding GST)		GST (if applicable)	Annual price during Increment (including GST & other charges) (d+e)		Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
(b)	(c)	(d)		(e)	(f)		(d)		(e)	(f)		(g)		
		\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	[INSERT FOREIGN CURRENCY]	\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	[INSERT FOREIGN CURRENCY]			
	EXCLUDED SERVICES FEE (INCREMENT [INSERT NUMBER]) (h)						EXCLUDED SERVICES FEE (INCREMENT [INSERT NUMBER]) (h)							

ANNEX D TO ATTACHMENT A

Table A-D-4B: Excluded Services Fee for the period from [INSERT EVENT NAME] to [INSERT EVENT NAME] and subsequent [INSERT EVENT NAME]

Item no.	Item Description	Increment [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a)					Increment [INSERT NUMBER]: [INSERT EVENT NAME] to [INSERT EVENT NAME] (a)					ADJUSTMENTS (total = 1.00. Refer to formulae at clause 6 of this Annex D) (if applicable)		
		Annual price during Increment (excluding GST)		GST (if applicable)	Annual price during Increment (including GST & other charges) (d+e)		Annual price during Increment (excluding GST)		GST (if applicable)	Annual price during Increment (including GST & other charges) (d+e)		Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
(b)	(c)	(d)		(e)	(f)		(d)		(e)	(f)		(g)		
		\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	[INSERT FOREIGN CURRENCY]	\$A	[INSERT FOREIGN CURRENCY]	\$A	\$A	[INSERT FOREIGN CURRENCY]			
	EXCLUDED SERVICES FEE (INCREMENT [INSERT NUMBER]) (h)						EXCLUDED SERVICES FEE (INCREMENT[INSERT NUMBER]) (h)							

## ANNEX D TO ATTACHMENT A

**Notes to tenderers: Table A-D-4A and Table A-D-4B**

- a. **Increment:** The stage is the period of the Term of the Contract (Support) for which the listed prices apply.
- b. **Item Number:** [...Cost breakdown structure sequence / numerical sequence...] for items in the table.
- c. **Item Description:** A brief description of the item or Service (eg, reimbursement of GFF costs), cross-referenced (where practicable) to the relevant clause numbers in the Contract.
- d. **Annual price during Increment (Excluding GST):** The price for each item number excluding GST. The price per increment is the price determined by the total number of items (or events) occurring per stage and the cost of each item. [...Where applicable, the price is broken down to show \$A and [INSERT OTHER CURRENCY] amounts...]. If not annual figure, specify period used.
- e. **GST:** The GST amount applicable per line item.
- f. **Annual price during Increment (Including GST):** The price for each item number including GST. [...Where applicable, the price is broken down to show \$A and [INSERT OTHER CURRENCY] amounts...]. If not annual figure, specify period used.
- g. **Adjustments:** If applicable, indicate the labour component, Australia materials component and imported materials component (total = 1.00) for purposes of the adjustment formula at clause 7 of this Annex D.
- h. **Excluded Services Fee:** The sum of the Excluded Services Fee for increment or event. If not annual figure, specify period used. If the duration of the increment is less than a year, consider using a monthly fee

**ANNEX D TO ATTACHMENT A**  
**Prices for Task-Priced Services**

**Note to drafters: Drafters should populate columns (a) and (b) before the release of the RFT, if possible, for any tasks that have been identified in the SOW of the Contract (Support) or DSDs as Task-Priced Services. Task-Priced Services are stand-alone tasks of known effort, but of unknown quantity (eg. a damage inspection after a lightning strike). Adjustments should only be included where tables for multiple years do not factor in price adjustments for labour and materials.**

**Table A-D-5A: Prices for Task-Priced Services for the period from OD until [INSERT FINANCIAL YEAR / DATE]**

ITEM NO.	ITEM DESCRIPTION	PRICE (Excluding GST & customs duty in \$A or foreign currency)		CUSTOMS DUTY (In \$A, if applicable)	GST (In \$A, if applicable)	PRICE (Including GST & duty paid) (In \$A or foreign currency) (c+d+e)		ADJUSTMENTS (refer to formulae at clause 6 of this Annex D) (if Applicable) (total =1.00)		
								Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
(a)	(b)	(c)		(d)	(e)	(f)		(g)		
		\$A	[INSERT FOREIGN CURRENCY]			\$A	[INSERT FOREIGN CURRENCY]			

**Table A-D-5B: Prices for Task-Priced Services from [INSERT FINANCIAL YEAR / DATE] to [INSERT FINANCIAL YEAR / DATE]**

ITEM NO.	ITEM DESCRIPTION	PRICE (Excluding GST & customs duty in \$A or foreign currency)		CUSTOMS DUTY (In \$A, if applicable)	GST (In \$A, if applicable)	PRICE (Including GST & duty paid) (In \$A or foreign currency) (c+d+e)		ADJUSTMENTS (refer to formulae at clause 6 of this Annex D) (if Applicable) (total =1.00)		
								Labour component (Ref = Y)	Australian Materials component (Ref = ZA)	Imported Materials component (Ref = ZI)
(a)	(b)	(c)		(d)	(e)	(f)		(g)		
		\$A	[INSERT FOREIGN CURRENCY]			\$A	[INSERT FOREIGN CURRENCY]			

ANNEX D TO ATTACHMENT A

<p><b>Notes to tenderers: Table A-D-5A and Table A-D-5B</b></p> <p><b>Consideration should be given to times when it is appropriate to divide costs for a task between a Task-Priced Service and other methods; for example, the ad hoc delivery of a standard training course may be a Task-Priced Service, but the costs for venues and travel may be on a cost recovery basis (and appropriate cross-references between these separate elements may be required)</b></p> <p><b>a. Item Number: This may be in CWBS sequence depending on the Task Priced Service. If the Task Priced Services do not align with the CWBS, use a simple numerical sequence instead.</b></p> <p><b>b. Item Description: A brief description of the Task Priced Service for identification, cross-referenced where practicable to relevant clause numbers in the draft SOW, DSDs, or other parts of the RFT.</b></p> <p><b>c. Price: The unit price for each Task Priced Service (Excluding GST and customs duty). [...Where, applicable, the price is broken down to show \$A and [INSERT OTHER CURRENCY] amounts...]</b></p> <p><b>d. Customs Duty: If applicable, all import and export duties in \$A.</b></p> <p><b>e. GST: The GST amount applicable per Task Priced Service.</b></p> <p><b>f. Price: The price for each Task Priced Service (Including GST and customs duty). [...Where, applicable, the price is broken down to show \$A and [INSERT OTHER CURRENCY] amounts...].</b></p> <p><b>g. Adjustments: If applicable, indicate the labour component, Australian materials component and imported materials component (total = 1.00) for purposes of the adjustment formula at TDR A-D-7.</b></p>									

ANNEX D TO ATTACHMENT A

RATES FOR S&Q SERVICES

**Note to tenderers:** Tenderers are to identify all the labour categories or skill levels required to carry out the S&Q Services described in the draft SOW of the Contract (Support) and provide an hourly rate for both normal time and other time. Tenderers are to define normal time and other time (eg, Normal time 8 hrs/day any Working Day between 07:00 – 19:00).

Rates are to be fully burdened including G&A costs. These tendered rates, subject to negotiation will make up part of Attachment B to the Contract (Support), and will be used to provide quotes under clause 3.14 of the draft COC (Support).

Table A-D-6: Rates for S&Q Services

Item No.	Category of Labour or Skill Level	Normal Time (INSERT APPLICABLE TIME)					Other Time (INSERT APPLICABLE TIME)					ADJUSTMENTS (refer to formula at clause 6 of this Annex D) (if Applicable) (total =1.00)
		Hourly Rates excluding G&A and Profit (excl GST)	G&A	Profit	Total Hourly Rate (excl GST)	Total Hourly Rate (incl GST)	Hourly Rates excluding G&A and Profit (excl GST)	G&A	Profit	Total Hourly Rate (excl GST)	Total Hourly Rate (incl GST)	Labour component (Ref = Y)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)

ANNEX D TO ATTACHMENT A

**Notes to tenderers: Table A-D-6**

- a. **Item Number:** This may be a Cost breakdown structure sequence / numerical sequence for items in the table.
- b. **Category of Labour or Skill Level:** A brief description of category of labour or skill level for identification, cross-referenced and where practicable to relevant clause numbers in the draft SOW of the Contract (Support), DSDs.
- c. **Hourly Rates:** During normal time, the hourly rate for each category of labour or skill level excluding GST, G&A and profit.
- d. **G&A:** During normal time, the applicable G&A per category of labour or skill level.
- e. **Profit:** During normal time, the applicable profit per category of labour or skill level.
- f. **Total Hourly Rate (excluding GST):** During normal time, the total hourly rate for each category of labour or skill level excluding GST
- g. **Total Hourly Rate (including GST):** During normal time, the total hourly rate for each category of labour or skill level including GST.
- h. **Hourly Rates:** During other time, the hourly rate for each category of labour or skill level excluding GST, G&A and profit.
- i. **G&A:** During other time, the applicable G&A per category of labour or skill level.
- j. **Profit:** During other time, the applicable profit per category of labour or skill level.
- k. **Total Hourly Rate (excluding GST):** During other time, the total hourly rate for each category of labour or skill level excluding GST.
- l. **Total Hourly Rate (including GST):** During other time, the total hourly rate for each category of labour or skill level including GST.
- m. **Adjustments:** If applicable, indicate the labour component (total = 1.00) for purposes of the adjustment formula at TDR A-D-7.

**Note to drafters:** If materials are to be supplied by the Contractor (Support), drafters should request a price list to be included under this section to cover those materials that are known. Insert the threshold amount for mark-ups into the following note to tenderers and Table A-D-7.

**Note to tenderers:** The Commonwealth prefers differential markups on Contractor (Support) purchased Materials, Subcontracts and other Allowable Costs so that higher value purchases attract a lower markup. Markup is applied to the value of the purchase. Purchases shall not be split to remain under any thresholds set. Markups on purchases over [INSERT AMOUNT] will be negotiated.

**Table A-D-7: Rates for Materials, Subcontracts and other Allowable Costs incurred within S&Q Services**

DESCRIPTION	ORDER VALUES UP TO [INSERT AMOUNT]	OTHER ORDER VALUES UP TO [INSERT AMOUNT]
Mark-up on Contractor purchased materials and Subcontracts	...%	...%
Mark-up on other Allowable Costs	...%	...%



## ANNEX D TO ATTACHMENT A

## 2. ITEMS FOR WHICH SPECIFIC PRICES ARE REQUIRED (CORE)

2.1 Tenderers are to complete Table A-D-8: Specific Prices Schedule Response Format.

Table A-D-8: Specific Prices Schedule Response Format

ITEM NO.	ITEM DESCRIPTION	PRICE (EXCLUDING GST IN \$A OR FOREIGN CURRENCY)		GST % (IN \$A)	CUSTOMS DUTY (In \$A, if applicable)
		\$A	[INSERT FOREIGN CURRENCY]		
(a)	(b)	(c)		(d)	(e)
1 (Optional)	GFM (Contract (Acquisition)) (Additional cost if tenderer or Commonwealth proposed GFM is not provided)				
2 (Optional)	GFM (Contract (Support)) (Additional cost if tenderer or Commonwealth proposed GFM is not provided)				
3 (Optional)	GFS (Additional cost if tenderer or Commonwealth proposed GFS is not provided)				
4 (Optional)	GFF (Contract (Acquisition)) (Additional cost if tenderer or Commonwealth proposed GFF is not provided)				
5 (Optional)	GFF (Contract (Support)) (Additional cost if tenderer or Commonwealth proposed GFF is not provided)				
6 (Optional)	Facilities for Commonwealth Personnel				
7 (Optional)	Defence Codification (Cost per line item)				
8 (Core)	Third Party Intellectual Property licences (and Annual Licensing/Royalty Fees not otherwise captured in the Contract Price)				
9 (Core)	Bank Guarantee for Mobilisation Payment (Contract (Acquisition))				
10 (Core)	Bank Guarantee for Mobilisation Payment (Contract (Support))				
11 (Core)	Bank Guarantee for Performance (Contract (Acquisition))				
12 (Core)	Bank Guarantee for Performance (Contract (Support))				
13 (Core)	Annual premium for Insurance (Contract (Acquisition))				
14 (Core)	Annual premium for Insurance (Contract (Support))				
15 (Core)	Latent Defect warranty premium (Contract (Acquisition))				
16 (Core)	Latent Defect warranty premium (Contract (Support))				
17 (Core)	Defect warranty premium (Contract (Acquisition))				
118 (Core)	Defect warranty premium (Contract (Support))				

## ANNEX D TO ATTACHMENT A

19 (Optional)	NTE price for Spares				
20 (Optional)	NTE price for Support & Test Equipment (S&TE)				
21 (Optional)	NTE price for Training Equipment				

**Note to tenderers: The Not-To-Exceed (NTE) prices included in the above Table A-D-8 are taken into account in the value-for-money assessment of the tenderers' offers. Subject to negotiations, the preferred tenderer's NTE prices and unit prices will be included in Annex G to Attachment B to the draft Contract (Acquisition). When the required range and quantities of Spares, S&TE and Training Equipment have been determined and agreed under the Contract (Acquisition), Approved recommended provisioning lists for these Support Resources will be incorporated into Annex A to Attachment B to the COC and the Contract Price will be adjusted, through a CCP. The price for all Spares, Training Equipment and S&TE purchased by the Commonwealth is not expected to exceed the tendered NTE price for the respective category. Prices for other Support Resources, not subject to NTE prices, are to be included in the Contract Price.**

**Tenderers should note that the unit prices for the individual items of Spares, S&TE and Training Equipment are elicited through TDR B-B-7.**

### 3. PROPOSED PAYMENT SCHEDULE (CONTRACT (ACQUISITION)) (CORE)

**Note to tenderers: Tenderers are to note that, in accordance with the Commonwealth Procurement Rules, the Commonwealth's preference is that tenders be submitted on the basis of payment on delivery. The Commonwealth may consider tenders that propose an alternative payment regime. Tenderers are to note that when an alternative payment regime is proposed, the Commonwealth's preference is for payment by Milestone Payments only, with a Mobilisation Payment where required. A Mobilisation Payment will be considered by the Commonwealth when the tenderer can demonstrate that it is appropriate and represents value for money to the Commonwealth, such as for establishing a production line, advances for long lead items, advance payments to Subcontractors etc.**

**In providing a schedule of payments under clause 3.1, tenderers should note the Commonwealth's proposed payment regime at Annex B to Attachment B of the Contract (Acquisition).**

- 3.1 Tenderers are to detail how the proposed payment regime relates to the tenderer's anticipated work progress and cash flow under any resultant Contract (Acquisition).
- 3.2 In addition to information provided in the Price and Payment Schedule, tenderers are to provide a schedule of proposed payments proposed in respect of the Contract (Acquisition) that specifies:
- the amount, purposes of and date of the proposed Mobilisation Payment (if any);
  - the amount of the proposed Milestone Payments;
  - the proposed Milestone Dates;
  - the proposed Stop Payment Milestones; and
  - any other payments.

### 4. PROPOSED PAYMENT SCHEDULE (CONTRACT (SUPPORT)) (CORE)

**Note to tenderers: A Mobilisation Payment will be considered by the Commonwealth where the tenderer can demonstrate that it is appropriate and represents value for money to the Commonwealth, such as building support infrastructure.**

- 4.1 Tenderers are to detail how the proposed payment regime relates to the tenderer's anticipated work progress and cash flow under any resultant Contract (Support).
- 4.2 In addition to information provided in the Price and Payment Schedule, tenderers are to provide a consolidated schedule of all payments proposed in respect of the Contract (Support) that specifies:
- the amount, purposes of and date of any proposed Mobilisation Payment (if any);

**ANNEX D TO ATTACHMENT A**

- b. the amount and date of each proposed Milestone Payment;
- c. for the Contract (Support), the Recurring Services Fee (divided into the Core Services Fee and Excluded Services Fee) showing the proposed percentage increases in the payment of the Recurring Services Fee for achievement of Milestones or the occurrence of other events (eg during any Ramp Up period), including details of those events and anticipated date of increase; and
- d. any other price and payment information relevant to tenderers proposed payment regime.

**5. ADJUSTMENT FOR EXCHANGE RATE FLUCTUATIONS (CORE)**

*Draft COC (Acquisition) reference: clause 7.3*

*Draft COC (Support) reference: clause 7.4*

- 5.1 Tenderers are to provide the following information which will be necessary in the event that any resultant Contract is written in Australian dollars and the Contract Price is subject to adjustment for exchange rate fluctuations:
- a. percentage of duty paid tendered price subject to adjustment for exchange rate fluctuations (as a percentage of the tendered price and per currency if applicable);
  - b. exchange rate upon which the tendered price is based: \$A1 = (Foreign currency at Base Date); and
  - c. name and address of the bank or financial institution whose rates are applicable.

**6. ADJUSTMENT FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS CONTRACT (ACQUISITION) (OPTIONAL)**

*Draft COC (Acquisition) reference: clause 7.3*

***Note to tenderers: the Contract Price of any resultant Contract will be subject to adjustment reflecting fluctuations in the cost of labour and materials in accordance with the proposed formulae and indices at Annex D to Attachment B to the COC (Acquisition). Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula for fluctuation in the cost of labour.***

- 6.1 Tenderers are to provide the following details in respect of the Contract (Acquisition) in relation to the proposed formulae contained at Annex D to Attachment B of the COC (Acquisition):
- a. acceptability or otherwise of the formulae;
  - b. if unacceptable, any proposed alteration(s) or alternative(s); and
  - c. the tenderer's preferred indices where different from those proposed by the Commonwealth in Annex D to Attachment B to the draft COC (Acquisition). In proposing preferred indices, tenderers should take into consideration the notes provided following the formula at Annex D to Attachment B of the COC (Acquisition).

**7. ADJUSTMENTS FOR FLUCTUATIONS IN THE COST OF LABOUR AND MATERIALS CONTRACT (SUPPORT) (CORE)**

*Draft COC (Support) reference: clause 7.4*

***Note to tenderers: The prices of any resultant Contract will be subject to the proposed adjustment reflecting fluctuations in the cost of labour and materials in accordance with the formulae set out below. Agreements reached as a result of workplace enterprise bargaining are not considered to be awards for the purposes of the formula set out below.***

- 7.1 Tenderers are to provide the following details in respect of the Contract (Support) in relation to the proposed formulae in the tables below:
- a. acceptability or otherwise of the formulae;
  - b. if unacceptable, any proposed alteration(s) or alternative(s); and

**ANNEX D TO ATTACHMENT A**

- c. the tenderer's preferred indices where different from those proposed by the Commonwealth. In proposing preferred indices, tenderers should take into consideration the notes provided following the formula.

**Option A: For when a single index is chosen for adjustments reflecting fluctuations in the cost of labour and materials.**

- 7.2 If price adjustment will be based on a single index for fluctuations in the cost of labour and materials, payments are to be adjusted with effect on and from each relevant Adjustment Date in accordance with the following formula:

$$AP = P \left( \frac{L_1}{L_0} \right)$$

where:

AP = updated price to apply on and from the relevant Adjustment Date.

P = current price immediately prior to the relevant Adjustment Date

L<sub>1</sub> = labour index number for the quarter preceding the quarter containing the relevant Adjustment Date

L<sub>0</sub> = labour index number for the quarter preceding the quarter containing the previous Adjustment Date

- 7.3 The index for the labour component and materials applicable to this requirement are:

**Table A-D-9: Index for Labour and Materials Price Adjustment - Single**

Index	Table/Group (ABS Catalogue)	Series ID
Index		

## ANNEX D TO ATTACHMENT A

**Option B: For when separate indices are chosen for adjustments reflecting fluctuations in the cost of labour and materials.**

7.4 If price adjustment will be based on separate indices for fluctuations in the cost of labour and materials, payments are to be adjusted with effect on and from each relevant Adjustment Date in accordance with the following formula:

$$AP = P \left( Y \times \frac{L_1}{L_0} + ZA \times \frac{MA_1}{MA_0} + ZI \times \frac{MI_1}{MI_0} \right)$$

where:

AP = updated price to apply on and from the relevant Adjustment Date

P = current price immediately prior to the relevant Adjustment Date

Y = labour component of the price (expressed as a decimal) as specified in this TDR A-D and any resultant Contract

L<sub>1</sub> = labour index number for the quarter preceding the quarter containing the relevant Adjustment Date

L<sub>0</sub> = labour index number for the quarter preceding the quarter containing the previous Adjustment Date

ZA = Australian materials component (expressed as a decimal) as specified in this TDR A-D and any resultant Contract

MA<sub>1</sub> = Australian materials index number for the quarter preceding the quarter containing the relevant Adjustment Date

MA<sub>0</sub> = Australian materials index number for the quarter preceding the quarter containing the previous Adjustment Date

ZI = imported materials component (expressed as a decimal) as specified in this TDR A-D and any resultant Contract

MI<sub>1</sub> = imported materials index number for the quarter preceding the quarter containing the relevant Adjustment Date

MI<sub>0</sub> = imported materials index number for the quarter preceding the quarter containing the previous Adjustment Date

7.5 The indices for the labour component and materials applicable to this requirement are

**Table A-D-10: Index for Labour and Materials Price Adjustment - Separate**

Index	Table/Group (ABS Catalogue)	Series ID
1. Labour component		
2. Australian Materials component		
3. Imported Materials component		

## ANNEX D TO ATTACHMENT A

**Notes to tenderers:** *The only Input based (cost of labour) index acceptable to the Commonwealth is ABS catalogue 6345 'Wage Cost Index'.*

*For the Australian materials component, indices selected are to be appropriate, objective, consistent over time, and published regularly and readily available. Suitable indices are ABS catalogues:*

**[DRAFTER TO INSERT SUITABLE INDICES]**

*For the imported materials component, the preferred index is ABS catalogue 6457, 'International Trade Prices Indexes'. This index includes movements in exchange rates. Use of this index precludes separate provision for price adjustment for fluctuation in exchange rates, and accordingly use of this index is inappropriate where payment is being made to the Contractor in source currency. If an overseas index is selected for imported materials, the index is to be appropriate and published by an agency of the relevant Government.*

## 8. SECURITIES (CORE)

*Draft COC (Acquisition) reference: clause 7.4, 7.5, 7.6 and 7.7*

*Draft COC (Support) reference: clauses 7.5, 7.6, 7.7 and 7.8*

**Note to tenderers:** *If the tenderer proposes the payment of a Mobilisation Payment in the Schedule of Payments, the Commonwealth will require a non-reducing Mobilisation Security Deed for 50% of the amount of the Mobilisation Payment in accordance with clauses 7.4 of the Contract (Acquisition) and 7.5 of the Contract (Support).*

*The Contracts require both a Performance Security Deed and a Deed of Substitution and Indemnity. Tenderers should note that whether the Commonwealth requires the Contractor to provide both types of security will be determined during negotiations with the preferred tenderer and based on the risk profile associated with the preferred tenderer's performance of the Services. The Commonwealth expects it will only require both a Performance Security and a Deed of Substitution and Indemnity where it is assessed as necessary in the circumstances.*

*The Commonwealth may not require any of the securities requested in the Contracts, in which case the amount nominated for such securities will be deducted from the tendered price and will not be included in any resultant Contract.*

8.1 Tenderers are to provide the following details in relation to the proposed security deeds contained in Attachment I to the Contract (Acquisition) and Attachment I to the draft Contract (Support):

- a. acceptability or otherwise of the security deeds;
- b. any proposed alterations or alternatives;
- c. proposed promisor for the Bank Guarantee(s), if applicable;
- d. proposed guarantor for the Deed of Guarantee and Indemnity, if applicable; and
- e. where the tenderer is an approved participant in the Master Guarantee and Indemnity Program, whether the tenderer proposes that the tenderer's Master Guarantee and Indemnity be used for the draft Contract.

## 9. AGENCY ARRANGEMENTS (CORE)

*Draft COC (Acquisition) reference: clause 7.13*

*Draft COC (Support) reference: 7.13*

**Note to tenderers:** *The Commonwealth prefers to deal directly with the tenderer and not to have an agent interposed. This preference is not intended to preclude Australian companies being commissioned by overseas companies to work on their behalf or to collaborate with them in the development of proposals.*

9.1 Tenderers are to state whether they have entered into or propose to enter into agency arrangements relevant to any resultant Contract, including any agency arrangement for GST purposes in accordance with clauses 7.13 of the Contract (Acquisition) and 7.13 of the Contract (Support). If so, tenderers are to provide the following details:

**ANNEX D TO ATTACHMENT A**

- a. in the event that the agent is a company, the name, ACN/ARBN and ABN as applicable and registered office of the agent;
- b. in the event the agent is not a company, the name and address of the agent and if the agent is also not a natural person, an explanation of the legal personality of the agent (eg partnership etc);
- c. the basis of the arrangement; and
- d. the extent to which provision has been made for any payments in respect of the arrangements to be included, however indirectly, in the prices tendered.

**10. FURTHER QUANTITIES AND OPTIONAL EXTRAS (OPTIONAL)**

- 10.1 Tenderers are to indicate whether they are prepared to supply further quantities of the Supplies and optional extras including those detailed in Annex E to Attachment B of the COC (Acquisition) (if any). If so, tenderers are to provide full details for the further quantities and optional extras in the same format as the Price Schedule for the Contract (Acquisition), including the time period during which the Commonwealth may exercise the option to acquire additional quantities and optional extras, and any other aspect of the option that differs from the initial tender. This information is not to be included in the initial Price Schedule for the Contract (Acquisition).

**11. LIFE CYCLE COST MODEL (CORE)**

**Note to drafters: To ensure that effective evaluation and comparisons can be made between tenders, TDID-FIN-LCC-TLCCM needs to be tailored to provide tenderers with specific inputs and assumptions that can be factored into a project-specific LCC model. Requirements for the provision of LCC information by tenderers should also require tenderers to detail any assumptions made during the preparation of the information. In particular, tenderers should be required to detail any alterations made to LCC model cell equations or algorithms during preparation of the information, including the rationale for the alteration.**

**Note to tenderers: Tenderers should note that the total cost of ownership and the risks and Life Cycle Cost (LCC) drivers associated with tendered solutions will be considered as part of any value for money decision by the Commonwealth.**

- 11.1 Tenderers are to provide a Tender Life Cycle Cost Model (TLCCM) in accordance with TDID-FIN-LCC-TLCCM.

**12. COST REIMBURSEMENT (OPTIONAL)**

**Note to drafters: Delete this clause unless cost reimbursement is being offered in accordance with Clause 7.8 of the Contract (Acquisition).**

**Note to tenderers: The Commonwealth will consider a payment regime that includes Cost Reimbursement Payments for those high risk or developmental aspects of the draft Contract (Acquisition) identified in [...INSERT ANNEX OR ANNEXES...] of the draft SOW of the Contract (Acquisition) and not exceeding 25% of the Contract Price for the Contract (Acquisition). Tenderers may propose alternative or additional high risk or developmental aspects of the contract that will be subject to Cost Reimbursement Payments.**

- 12.1 Tenderers proposing a payment regime for the Contract (Acquisition) that includes Cost Reimbursement Payments are to specify:
- a. the proposed high risk or developmental elements of the contract subject to cost reimbursement when different from the Commonwealth's proposal; and
  - b. the proposed maximum amount payable under any resultant contract as Cost Reimbursement Payments.
- 12.2 Tenderers are to include details of the proposed pricing regime that includes Cost Reimbursement Payments in the Price Schedule for the Contract (Acquisition) provided in response to TDR A-D-1.

**ANNEX D TO ATTACHMENT A****13. SCHEDULE OF RATES (CORE)**

- 13.1 Tenderers are to propose a schedule of rates for labour costs and margins (including G&A and percentage profit) that will be applied to direct material costs and Subcontract costs for inclusion in Annex F to Attachment B to the COC (Acquisition).

**14. INCENTIVE PAYMENTS (OPTIONAL)**

***Note to drafters: Delete this clause unless incentive payments are being offered in accordance with Clause 7.11 of the Contract (Acquisition).***

***Note to tenderers: The amount of Incentive Payments payable under any resultant Contract (Acquisition) will be [...INSERT AMOUNT AS A PERCENTAGE OF CONTRACT PRICE...].***

- 14.1 Tenderers are to provide the following details in relation to the Incentive Payment provisions:
- a. acceptability or otherwise of any assessment periods, KPIs and weightings proposed by the Commonwealth at Annex I to Attachment B to the COC (Acquisition) (if any); and
  - b. the tenderer's proposed assessment periods, KPIs and weightings, if applicable.



## ANNEX E TO ATTACHMENT A

## AUSTRALIAN INDUSTRY CAPABILITY (CORE)

*Draft COC (Acquisition) reference: clause 4*

*Draft COC (Support) reference: clause 4*

*Draft SOW (Acquisition) reference: clause 3.14*

*Draft SOW (Support) reference: clause 3.12*

## 1. AUSTRALIAN INDUSTRY CAPABILITY PLANS (CORE)

**Note to drafters:** *Drafters should consult with the Australian Industry Capability (AIC) Directorate at [aic.info@defence.gov.au](mailto:aic.info@defence.gov.au) or visit:*

*<http://drnet/strategy/DIPD/Australian-Industry-Capability/Pages/AIC.aspx>*

*for drafting guidance and support, including to determine whether Sovereign Industrial Capability Priorities (SICPs) apply.*

**Note to tenderers:** *The Australian Industry Capability (AIC) Plan forms part of any resultant Contract and describes the Contractor's commitments to the participation of Australian Industry for that contract, including local businesses operating in the areas where work is undertaken, and participation by other Small and Medium Enterprises (SMEs).*

*Tenderers should familiarise themselves with the 2016 Defence Industry Policy Statement, 2018 Defence Industrial Capability Plan, 2019 Defence Policy for Industry Participation, 2018 Defence Export Strategy and AIC guidance, available at:*

- *<https://www1.defence.gov.au/business-industry/programs/australian-industry-capability/>;*
- *<https://www1.defence.gov.au/business-industry/programs/defence-policy-industry-participation/>;*
- *<https://www1.defence.gov.au/business-industry/capability-plans/defence-industrial-capability-plan/>; and*
- *<https://www1.defence.gov.au/business-industry/export/strategy/>.*

**In accordance with CDRL Line Number MGT-700, the AIC Plan is to be developed by the tenderer, reviewed by the Commonwealth, agreed by the parties, and attached to any resultant Contract (ie, for either or both contracts that individually exceed the value threshold) by Effective Date.**

- 1.1 Tenderers are to provide a draft AIC Plan in accordance with DID-PM-AIC-AICP, except for Appendix 3 (Public AIC Plan).
- 1.2 Tenderers are to identify how they propose to define a 'local business', and how they will determine whether a service provider or supplier meets this definition.
- 1.3 Any differences in approach between the Contract (Acquisition) and Contract (Support) should be identified in the AIC Schedule.

**Note to tenderers:** *While the draft AIC Plan may summarise and cross-refer to other tender data requirements, tenderers are to ensure that the content requirements of the draft AIC Plan are still met.*

*Tenderers are not required to provide the Public AIC Plan sections of the AIC Plans as part of the tender. The Public AIC Plan(s) will be completed, submitted and agreed with the successful tenderer by the Commonwealth prior to Contract signature for each resultant Contract meeting the \$20 million AIC threshold).*

*Following Contract signature, the Public AIC Plan(s) will be published on a Commonwealth internet website, and be maintained in accordance with the Contract.*

*If a tenderer is selected to participate in Offer Definition and Improvement Activities (ODIA) under clause 3.6 of the COT, it will be required to finalise the draft AIC Plan(s) in consultation with the*

## ANNEX E TO ATTACHMENT A

**Commonwealth during ODIA or subsequent pre-Contract work, to enable the AIC Plan(s) to be incorporated into any resultant Contracts at the Effective Date.**

**Note to drafters: Delete the following Note to tenderers, clause and related table if there are no SICPs applicable to the resultant Contracts.**

**SICPs need to be identified by the project officer in consultation with Defence Industry Capability Strategy Directorate at [dip\\_dicp\\_team@defence.gov.au](mailto:dip_dicp_team@defence.gov.au) and included with applicable work packages in Table F-1 below, where these are applicable.**

**Note to tenderers: Tenderers are to substantiate / provide justification for any SICPs that will not be performed in Australia, as part of the draft AIC Plans.**

- 1.4 The SICPs identified for this procurement are listed in Table A-E-1: Sovereign Industrial Capability Priorities. For each SICP listed, tenderers are to indicate whether they propose to perform the work package(s) in Australia.

**Table A-E-1: Sovereign Industrial Capability Priorities**

SICP	SICP Title	Work Package	Performed in Australia (Y/N)
[DRAFTER TO INSERT]	[DRAFTER TO INSERT]	[DRAFTER TO INSERT]	

## ANNEX F TO ATTACHMENT A

## GENERAL (CORE)

## 1. PAST PERFORMANCE (CORE)

**Note to drafters: The Performance Exchange Scorecard Program is currently undergoing redevelopment. Drafters should seek advice via [supplier.rating.system@defence.gov.au](mailto:supplier.rating.system@defence.gov.au) and update the below clauses for replacement program details as necessary.**

**Drafters may choose to insert the text below as a Note to tenderers for any approach to the market that needs to be progressed in advance of the replacement program being available:**

**“Note to Tenderers: The Performance Exchange Scorecard Program is currently undergoing redevelopment. Please note the Commonwealth may require the replacement program for the Performance Exchange Scorecard to be incorporated into the draft Contract prior to signature. This may be done via amendment to this tender or as part of contract negotiations.**

**”Note to tenderers: The information requested in TDR A-F-1 will be used to assess each tenderer’s ability to perform any resultant Contracts. Tenderers should provide information that is relevant to both the draft Contract (Acquisition) and the draft Contract (Support).**

**The Commonwealth may also refer to additional information relating to a tenderer’s or proposed Approved Subcontractor’s past performance of contractual obligations obtained from other sources. Tenderers should refer to the Industry and Defence Scorecard policy at:**

**<https://www1.defence.gov.au/business-industry/industry-programs/performance-exchange-scorecard>.**

**Note to drafters: Insert the number of contracts below. In a limited market for a system with few users (eg, only Defence), the number of referenced contracts will be low.**

- 1.1 Tenderers are to provide a summary list of up to [...INSERT NUMBER, EG, three...] relevant and recent (ie completed within the last five 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 tenderers; or
  - c. a combination of contracts mentioned in 1.1a and 1.1b.
- 1.2 Tenderers are to list their highest value contracts, including the following details:
  - a. contract title and number, including details of the reference site (if any) to which the contract relates;
  - b. contract (or 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) commencement and completion dates;
  - f. dollar value of contract (initial and latest agreed value); and
  - g. company division, the location and the nature of work.
- 1.3 Tenderers who have Performance Exchange Scorecards held by Defence, are to refer to any ‘marginal’ or ‘unsatisfactory’ ratings in their Performance Exchange Scorecard and provide the Commonwealth with strategies through which they have or will implement performance improvements for any resultant Contracts and the company’s performance overall. In addition, tenderers are to indicate if they have been a contractor or subcontractor to a project that has been listed as a Project of Concern within the last three years
- 1.4 Tenderers are encouraged to 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 RFT.
- 1.5 Tenderers who have proposed Approved Subcontractors who have Performance Exchange Scorecards held by Defence, which are relevant to the performance of the draft Contract, are

**ANNEX F TO ATTACHMENT A**

to provide the Commonwealth, in relation to any 'marginal' or 'unsatisfactory' ratings in the Approved Subcontractors Industry and Defence Scorecard, to the extent known to the tenderer, with strategies through which the tenderer will ensure that the Approved Subcontractors will implement performance improvements for any resultant Contracts and the company's performance overall.

- 1.6 Tenderers are to indicate if the proposed Related Bodies Corporate or Approved Subcontractors have been a contractor or subcontractor to a project that has been listed as a Project of Concern within the last three years.
- 1.7 A tenderer may provide brief additional information on its or a proposed Approved Subcontractor's past performance relevant to the tenderer demonstrating its ability to perform any resultant Contract. The Commonwealth may consider this information at its sole discretion.
- 1.8 Tenderers are to provide a statement as to whether or not they, or any proposed Approved Subcontractors, have had any contracts with the Commonwealth terminated early for any reason in the last five years. The statement is to include a description of the circumstances of any terminations.

**2. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)**

*Draft COC (Acquisition) reference: clause 3.7*

*Draft COC (Support) reference: clause 3.6*

*Attachment E to the draft COC (Acquisition)*

*Attachment E to the draft COC (Support)*

*Draft SOW (Acquisition) reference: clause 3.13*

*Draft SOW (Support) reference: clause 3.11*

**Note to drafters: Include this clause if clause 3.7 has been included in the draft COC (Acquisition) or clause 3.4 has been included in the draft COC (Support).**

**Develop Attachment E to the draft COCs in order to list GFM and enable tenderer's to transfer the required GFM into the tender response format (as shown below).**

**Note to tenderers: All Government Furnished Material (GFM) that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft Contract (Acquisition) and Attachment E to the draft Contract (Support). Additional GFM may be proposed by tenderers for the purposes of any resultant Contracts. The tenderer may propose that it own newly created IP in GFM in accordance with clause 5.1.4 of the draft COC (Acquisition) or clause 5.1.4 of the draft COC (Support).**

- 2.1 Tenderers are to provide the requested detail, including a statement as to the intended purpose of the GFM (whether the GFM is to be used to assist in the production of the Supplies or is to be included in the Services), in accordance with the GFM Tender Response Format at Table A-F-1 below. Details for the required GFM may be transferred from this Attachment E to the draft COC (Acquisition) and Attachment E to the draft COC (Support).

**Note to tenderers: In relation to any Commonwealth or tenderer proposed GFM, tenderers should include in the response to TDR A-D-2, the additional cost elements to be added to the tendered price, should any or all of the GFM not be made available.**

- 2.2 Where tenderers propose changes to the quantities, dates, locations or time periods proposed by the Commonwealth at Attachment E to draft COC (Acquisition) and Attachment E to the draft COC (Support), these differences should be clearly identified in the tender response (ie, columns c to f of the Table A-F-1, GFM Tender Response Format).
- 2.3 Tenderers are to specify in column h of Table A-F-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC (Acquisition) or clause 5.1.4 of the draft COC (Support):
- a. the tenderer or a proposed Subcontractor owns all of the IP in the proposed GFM (eg, if a proposed Subcontractor is an OEM: 'Y – IP owned by [name of Subcontractor]'); or

**ANNEX F TO ATTACHMENT A**

- b. the tenderer (or its nominee) proposes to own the IP created in respect of the GFM under any resultant Contracts, and the reason for ownership (eg, 'Y – [reason for ownership]').

ANNEX E TO ATTACHMENT A

Table A-F-1: GFM Tender Response Format

Item Description	Reference / Part Number	Quantity	Delivery Date and Location	Return Date and Location	Time Period for Inspection	Technical Data and Software Restrictions (if applicable)	Tenderer owns or is to own new IP in GFM (Y/N) and reason if 'Y'	Export Restrictions (if applicable)	Comments / Intended Purpose
a	b	c	d	e	f	g	h	i	j
<b>Commonwealth Mandated GFM - GFE</b>									
<b>Commonwealth Mandated GFM - GFD</b>									
<b>Non-mandated GFM - GFI</b>									
<b>All other non-mandated GFM</b>									

**Notes: Table A-F-1**

- a. **Item Description:** A description of the item of GFM.
- b. **Reference / Part Number:** A reference, part number, document number, or other identifier that clearly identifies the item of GFM.

## ANNEX E TO ATTACHMENT A

- c. **Quantity:** *The quantity of the item of GFM to be delivered (or made available) by the Commonwealth.*
- d. **Delivery Date and Location:** *The date on and location at which the item of GFM is to be delivered by the Commonwealth.*
- e. **Return Date and Location:** *The date on and location at which the item of GFM is to be returned to the Commonwealth.*
- f. **Time Period for Inspection:** *The period within which the Contractor, under any resultant Contract, is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.13.1 of the SOW.*
- g. **Technical Data and Software Restrictions:** *Any restrictions on the Technical Data or Software within an item of GFM that is in addition to the licence terms granted by the Commonwealth under clause 5.6 of the draft COC (if applicable).*
- h. **Tenderer owns or is to own new IP in GFM:** *A declaration of whether or not the IP created under any resultant Contract (or a Subcontract) with respect to the item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC. For evaluation purposes tenderers are to provide justification for any proposed ownership in new IP in GFM.*
- i. **Export Restrictions:** *Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).*
- j. **Comments/Intended Purpose:** *The purpose for which the item of GFM is provided to the Contractor, under any resultant Contract, and any comments that are supplementary to the information provided in columns (a) to (i).*

## ANNEX E TO ATTACHMENT A

## 3. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)

*Draft COC (Acquisition) reference: clause 3.8*

*Draft COC (Support) reference: clause 3.7*

*Attachment O to the draft COC (Acquisition)*

*Attachment O to the draft COC (Support)*

*Draft SOW (Acquisition) reference: clause 3.20*

*Draft SOW (Support) reference: clauses 3.19 and 9.6*

**Note to drafters: Include this clause if clause 3.8 has been included in the draft COC (Acquisition) or clause 3.7 has been included in the draft COC (Support).**

**If no GFF will be offered for the draft Contract (Acquisition) or draft Contract (Support), the following requirement is to be replaced with 'Not used'.**

**Option: For when the Commonwealth is mandating or proposing GFF.**

**Note to tenderers: All Government Furnished Facilities (GFF) that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment O to the COC for the Contract (Acquisition) and Attachment O to the COC for the Contract (Support).**

**Option: For when the Commonwealth will allow tenderers to propose GFF.**

**Note to tenderers: Additional Government Furnished Facilities (GFF) may be proposed by tenderers for the purposes of any resultant Contracts.**

3.1 Tenderers are to provide the following details:

- a. details of the proposed use of the Government Furnished Facilities (GFF) and any specific GFF Licensed Areas;
- b. any assumptions (eg, cost, schedule, maintenance obligations, access, services, attribution of Operating Expenses, etc.) that tenderers have made in their tender relevant to use of that GFF; and
- c. any other requirements or arrangements that tenderers would require relevant to use of that GFF.

**Note to tenderers: In relation to any Commonwealth or tenderer proposed GFF, tenderers are to specify in TDR A-D-2 the additional cost elements to be added to the tendered price should any or all of the GFF not be made available.**

3.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in [...INCLUDE OR AMEND: "Attachment O to the COC for the Contract (Acquisition) and Attachment O to the COC for the Contract (Support)" ...], or provide an alternative proposal.



## ANNEX A TO ATTACHMENT B

## PROJECT STRATEGIES AND EXPERIENCE

## 1. PROJECT STRATEGY (CORE)

**Note to tenderers:** Tenderers are required to provide the Commonwealth with a clear and concise understanding of how the tenderer proposes to undertake the scope of work under any resultant Contract (Acquisition) through the submission of a range of Strategies. The tendered Strategies will be used to inform the Commonwealth's selection process and, therefore, should contain targeted and specific information and should not include marketing information.

Tenderers are not required to provide draft management plans (eg, draft Project Management Plan). The Strategies will form the basis of subsequent management plans and other deliverables to be developed during a pre-contract stage (eg, before Effective Date, or during Offer Definition and Improvement Activities (ODIA) if held) by the preferred tenderer, or later under any resultant Contract (Acquisition).

Activities described in Strategies should be consistent with a tailored application of the tenderer's standard procedures. Where such procedures are important for Commonwealth understanding of a Strategy, they should be referenced in the Strategy and provided in the data pack accompanying the tender response. If reviewed by the Commonwealth, the content of standard procedures will only be used to confirm a tenderer's ability to implement a Strategy and no additional scope contained in those procedures will be considered in the evaluation.

**Note to drafters:** The total number of recommended pages for all Strategies in the template is 135 pages. A total of 140 pages (as below) enables flexibility without significantly increasing the tender evaluation effort. If changing the recommended number of pages for an individual strategy, this total figure should be amended as appropriate.

A recommended number of pages has been identified for each Strategy. These should not be construed as absolute limits but as guidance to assist tenderers to ascertain the level of detail expected. The total number of pages for all of the tendered Strategies should not exceed 140 pages (A4 size or equivalent, except for 'summary graphics').

Where a strategy includes a 'summary graphic' it may be presented on a single A3 or A2 sized page. Summary graphics may be prepared in the tenderer's format but should be printable by the Commonwealth without specialised software (eg, PDF is acceptable).

## Overall Strategy

**Note to tenderers:** This strategy is to provide context for all members of the evaluation team and should illustrate how strategies for specific disciplines integrate into an overall strategy. The recommended number of pages for this element of the Project Strategy is 20 pages.

- 1.1 Tenderers are to describe the overall strategy to deliver the Supplies and to meet the other requirements of any resultant Contract (Acquisition), including:
- a. a summary graphic, showing how the tenderer plans to conduct the program of work defined in the draft SOW, including:
    - (i) major work streams (eg, closely coupled sets of activities to produce the required solution(s)) and draft Contract phases; and
    - (ii) key activities and Milestones, including Mandated System Reviews (MSRs);
  - b. a summary of each key activity and Milestone in the summary graphic, including:
    - (i) a brief description of the scope of work;
    - (ii) entry and exit criteria, including dependencies on the Commonwealth and Associated Parties, where these add to or vary from Annex C to Attachment B of the draft Contract (Acquisition); and
    - (iii) any significant assumptions, limitations and constraints;
  - c. the strategy for integrating the effort and outcomes of the various functional discipline areas, such as engineering, Integrated Logistic Support (ILS), Verification and Validation (V&V), and Configuration Management (CM);

- d. the rationale for the proposed strategy, including a description of how the overall strategy addresses the key areas of risk under any resultant Contract (Acquisition), having particular regard to the risks identified in response to TDR B-A-7 (Risk Assessment and Risk Register);
- e. the tenderer's organisational structure for any resultant Contract (Acquisition), including identifying the location of this organisation within the overall company structure;
- f. locations for work and the strategy implications for integrating work outcomes from the different locations, including from proposed Subcontractors (Acquisition);
- g. the proposed Subcontracting strategy, appropriately cross-referencing the information provided in response to TDR A-A-3 (Schedule of Proposed Subcontractors), including:
  - (i) identifying all of the proposed Subcontractors (Acquisition) (in response to TDR A-A-3) and summarising the scope of work under each proposed Subcontract;
  - (ii) for each proposed Subcontractor, identifying which Subcontractor would be classified as an Approved Subcontractor on the basis of scope of work, including the rationale;
  - (iii) identifying when work would commence under each proposed Approved Subcontract;
  - (iv) identifying the locations where each proposed Approved Subcontractor would conduct work; and

**Note to tenderers: The Commonwealth seeks explicit information in response to the following requirement, not generic process descriptions of how the tenderer manages Subcontractors (Acquisition).**

- (v) describing how the work and associated outcomes for each of the proposed Approved Subcontractors (Acquisition) will be integrated into the tenderer's proposed program of work (including in relation to integration of information systems and processes) to ensure that the tenderer can deliver its proposed Materiel System solution within the tendered schedule and price;
- h. the strategy for acquiring and maintaining the key resources to enable the tenderer to perform any resultant Contract (Acquisition), including:
  - (i) assumptions, limitations and constraints due to the tenderer's other programmed work and future projects;
  - (ii) appropriate cross-references to the staffing information provided in response to TDR B-A-5 (Key Staff Positions) and TDR B-A-6 (Staff/Skills Profile);
  - (iii) significant physical resources, including any need for additional Commonwealth Technical Data, Facilities and IT infrastructure that have not been included in the list of GFM or GFF offered by the Commonwealth; and
  - (iv) any other significant resource requirements (eg, Technical Data rights, Software development environment) needed for any resultant Contract (Acquisition);
- i. the strategy for cost and schedule control and reporting, including the integration of technical control with cost and schedule control (cross-referencing, as required, the response to TDR B-A-8.1a for the tenderer's Earned Value Management capability); and
- j. the tenderers expectations of the Commonwealth Representative / project office to manage and coordinate the inputs of Commonwealth stakeholders, thus assisting the overall strategy to be implemented.

#### **Transition, Phase In and Ramp Up Strategy**

**Note to tenderers: Transition from the Contractor (Acquisition) to operator and support organisations (such as the Commonwealth, Contractor (Support) and Associated Parties) can incur significant risk. While effectively part of the overall strategy (above), this strategy should illustrate coordination between the parties involved and the approaches used to reduce risks in**

***the Transition period. The recommended number of pages for this element of the Project Strategy is 10 pages.***

- 1.2 Tenderers are to describe their strategy for implementing Transition under the Contract (Acquisition), and the Phase In and Ramp Up under the Contract (Support), including:
- a. a summary graphic, showing how the tenderer plans to coordinate and conduct Transition, Phase In and Ramp Up activities, including:
    - (i) key activities and events, including Milestones for the delivery of major Supplies and the Ramp Up of the associated support Services; and
    - (ii) enabling activities of Associated Parties (eg, modification of Defence Facilities);
  - b. a summary of each key activity and Milestone in the summary graphic, including:
    - (i) a brief description of the scope of work;
    - (ii) entry and exit criteria, including dependencies on the Commonwealth and Associated Parties, where these add to or vary from Annex C to Attachment B of the draft Contract (Acquisition); and
    - (iii) any significant assumptions, limitations and constraints;
  - c. the rationale for the proposed strategy, including a description of how the Transition strategy addresses the key areas of risk under any resultant Contract (Acquisition) in relation to Transition, having particular regard to Transition, Phase In and Ramp Up risks identified in response to TDR B-A-7 (Risk Assessment and Risk Register); and

***Note to drafters: Amend the list of major inter-related activities to suit specific contract needs. Ensure that sufficient Commonwealth information is provided to enable informed responses.***

- d. a summary of the strategy for coordinating Transition, Phase In and Ramp Up activities with, as applicable:
  - (i) site-installation activities on Commonwealth Premises, including, as applicable, installations to be included under the scope of the draft Contract (Acquisition) and any that would be undertaken by the Commonwealth;
  - (ii) proposed Approved Subcontractors (Acquisition) that would have Transition responsibilities;
  - (iii) the Acceptance V&V program;
  - (iv) the Training of Commonwealth Personnel;
  - (v) Defence operators / users and support units / agencies;
  - (vi) the Contractor (Support) and Approved Subcontractors (Support); and
  - (vii) coordination with the withdrawal of the system being replaced, including coordination with the activities of Commonwealth and the support contractors phasing out the superseded system (ie, to minimise disruption to Defence Capability during the change-over of Materiel Systems).

### **Systems Engineering Strategy**

***Note to tenderers: The recommended number of pages for this element of the Project Strategy is 35 pages.***

- 1.3 Tenderers are to describe the strategy for conducting the engineering activities for any resultant Contract (Acquisition), including:
- a. a description of the engineering program in context with the proposed technical solution, including:
    - (i) based on the maturity classification of the proposed Mission System (described in response to TDR B-B-2.1g), and an analysis of the configuration, role and environment (as described in the OCD), the extent of design and development activities required and the implications for the engineering program; and
    - (ii) the development cycle(s) to be adopted, and life-cycle issues to be addressed (eg, in relation to growth and Obsolescence);

- b. a summary graphic, showing how the tenderer plans to conduct the program of systems engineering and specialty engineering work defined in the draft SOW, including:
  - (i) key events and activities related to the major engineering work streams and draft Contract phases identified in the overall strategy (see TDR B-A-1.1);
  - (ii) the integration of the specialty engineering strategies (see TDR B-A-1.4); and
  - (iii) engineering-related Mandated System Reviews and Internal System Reviews;
- c. a summary of each key activity and Milestone in the summary graphic, including:
  - (i) a brief description of the scope of work;
  - (ii) entry and exit criteria, including dependencies on the Commonwealth and Associated Parties, where these add to or vary from Annex C to Attachment B of the draft Contract (Acquisition); and
  - (iii) any significant assumptions, limitations and constraints;
- d. the identification of the standards (eg, ANSI/EIA-632, ISO/IEC 15288, ISO/IEC 12207) to be employed to undertake and structure the engineering program, including the factors to be addressed when tailoring these standards;
- e. a description of how the tenderer proposes to conduct requirements analysis for the Mission System, including an approximate order for conducting the identified activities (including rationale) and identifying any areas of the requirements for which modelling would be appropriate (including rationale);
- f. a description of how current company standard procedures address the scope of engineering activities required for the draft Contract (Acquisition), identifying those areas where new or modified procedures would be required;
- g. the rationale for the proposed strategy, including a description of how the systems engineering strategy addresses the key areas of risk for the engineering program, as identified in response to TDR B-A-7 (Risk Assessment and Risk Register), including the identification of any Technical Performance Measures to be tracked;
- h. the strategy for engineering governance and technical control, including the relationship between the WBS, product breakdown structure, Subcontract boundaries, and technical specifications;
- i. the strategy to achieve and maintain any required organisational certifications;
- j. the strategy for integrating engineering activities performed by Subcontractors (Acquisition), including in relation to people, processes and tools; and
- k. the strategy for conducting Software development, particularly in relation to:
  - (i) undertaking Software assurance and Software certification activities;
  - (ii) developing Software assessed as safety critical and/or mission critical;
  - (iii) implementing a measurement program to monitor and assess the health of the Software development program; and
  - (iv) the tenderer's assumptions in relation to the expected level of Software Defects within new and modified code at the time of delivery, at the Software criticality levels as defined in DID-ENG-SW-SWLIST (eg, criticality 0, 1 & 2: zero defects, criticality 3: < 10 defects / million lines of code), referring to the TDR B-B-5 response, as required, and comparing these assumptions to industry norms / standards for the type of Software, and providing the rationale for these assumptions.

### Specialty Engineering Strategy

**Note to drafters: Amend the following list for the expected scope of specialty engineering activities. The requirement for a specialty engineering strategy, or elements of it, need to be**

**significant enough to influence the selection of a preferred tender; other planning aspects can be addressed as pre-contract work or under any resulting Contract (Acquisition).**

**Note to tenderers: The recommended number of pages for this element of the Project Strategy is 15 pages. A summary graphic is not required for this element of the Project Strategy because it is expected to be included as part of the systems engineering strategy.**

- 1.4 Tenderers are to describe their strategies for conducting, and achieving the objectives of, the speciality engineering programs, including:
- a. in relation to the growth, evolution and Obsolescence program (and referring to the TDR B-B-3, System Evolution and Growth response if applicable), the strategy to ensure that growth, evolution and Obsolescence will be addressed through design and purchasing decisions (including how and when under any resultant Contract (Acquisition)) to allow the proposed solution to be modified efficiently when in-service, in order to meet future contemporary performance and sustainment needs;
  - b. in relation to the Integrated Reliability, Maintainability and Testability (IRMT) engineering program, how the operational readiness and mission success requirements set out in the Function and Performance Specification (FPS) will be satisfied, and the methodology for Verifying that the requirements have been satisfied;
  - c. in relation to the Logistics Engineering program, the specific considerations in relation to the design of the Mission System that will be employed by the tenderer to address Supportability (other than those addressed by other speciality engineering areas or under the ILS strategy);
  - d. in relation to the Human Engineering program, the determination of physical layouts, the development of human-system interfaces, and the conduct of human workload analysis for the design of the Mission System and Support System Components;
  - e. in relation to the Electromagnetic Environmental Effects (E3) program, how the E3 requirements set out in the FPS will be satisfied, and the methodology for Verifying that the requirements have been satisfied;

**Note to drafters: The following clause considers the security accreditation in accordance with the DSPF / government Information Security Manual. Amend to identify the Contractor's level of responsibility.**

- f. in relation to the system security program, the strategy to address security (including the physical security, cyber-security, etc, applicable to Materiel System requirements) and to [ ... achieve / support the Commonwealth's achievement of ...] system security accreditation; and

**Note to drafters: Amend to suit SOW (Acquisition) clause 4.6.6.**

- g. in relation to the system safety program, the strategy for undertaking this program, including:
  - (i) the standards and approach for program implementation;
  - (ii) the schedule for the conduct of hazard analyses and interactions with other programs, such as the Human Engineering, ILS, IRMT, and the growth, evolution and Obsolescence programs;
  - (iii) the validation and integration of any extant safety-related data into the analysis;
  - (iv) preparation of the Safety Case Report(s) and supporting evidence; and
  - (v) the approach to attaining any applicable design registrations and certifications.

#### **Integration, Verification and Validation Strategy**

**Note to tenderers: The recommended number of pages for this element of the Project Strategy is 15 pages.**

- 1.5 Tenderers are to describe the strategy for conducting the integration and Verification and Validation (V&V) activities for any resultant Contract (Acquisition), including:
- a. a summary graphic, showing how the tenderer plans to conduct its system integration activities as well as the V&V program defined in the draft SOW, including:

- (i) the proposed integration strategy, with particular emphasis on the content and timing of activities to reduce integration risk;
  - (ii) the overall flow of the integration, V&V, and delivery schedules for both the Mission System and the Support System;
  - (iii) all significant integration and V&V activities and Milestones in the development phase associated with each major integration step and class of V&V;
  - (iv) hardware and Software integration, including the expectations for incremental and/or complete builds of hardware and Software and the relationship to other events and activities under any resultant Contract (Acquisition);
  - (v) allowance for Defect resolution and regression testing activities; and
  - (vi) any concurrent integration and V&V activities;
- b. a summary of each key activity and Milestone in the summary graphic, including:
- (i) a brief description of the scope of work, including the expectations for each major step in hardware and Software integration and V&V;
  - (ii) a description of the specific integration facilities and equipment required for each major step (eg, simulation / stimulation, integration laboratories, and fault assessment and management tools);
  - (iii) entry and exit criteria, including dependencies on the Commonwealth and Associated Parties, where these add to or vary from Annex C to Attachment B of the draft Contract (Acquisition);
  - (iv) identification of key activities to be performed or led by Subcontractors (Acquisition); and
  - (v) any significant assumptions, limitations and constraints;
- c. the rationale for the proposed integration and V&V strategy (eg, to prioritise the early integration of high complexity elements and/or the selection of specific facilities);
- d. an overview of the process for regression testing and management of Defect remediation activities;
- e. how the strategy addresses the key areas of risk for the integration and V&V programs, as identified in response to TDR B-A-7 (Risk Assessment and Risk Register);
- f. the significant interfaces and relationships between the Mission System and Support System V&V activities and how they will be sequenced;
- g. the extent (inclusive of assurance activities to ensure that the information is appropriate to the configuration, role and environment of the proposed solution) to which the tenderer intends to use supplier conformance certificates, and the results from previously conducted V&V activities, and underlying product data, as evidence to satisfy requirements;
- h. how current company standard procedures address the scope of V&V program activities required for the draft Contract (Acquisition), identifying those areas where new or modified procedures would be required;
- i. any support to be provided by the Contractor (Acquisition) to enable Acceptance V&V activities to be performed by the Commonwealth, as defined in the draft SOW;

**Note to drafters: Delete the following requirement if not applicable. Amend if required.**

**Note to tenderers: The following subclauses are included in relation to product certification by Defence and/or external regulatory authorities, as applicable, to provide visibility of how specific requirements for certification will be integrated with V&V program activities.**

- j. in relation to product certification, the strategy to achieve [...system certification / type certification...], for the Mission System and relevant Support System Components from the applicable regulatory authorities;
- k. the strategy for Acceptance V&V of all requirements in the Certification Basis Description, including for the purposes of certification;

- l. the strategy for production Verification and the expected evolution across multiple systems (eg, changes from first article testing to second article testing to full production testing, as applicable), at which each production item of the Mission System is Verified; and
- m. the strategy for Support System Acceptance V&V.

### Integrated Logistic Support Strategy

**Note to tenderers: The recommended number of pages for this element of the Project Strategy is 30 pages.**

- 1.6 Tenderers are to describe the strategy for conducting the ILS program (including Logistic Support Analysis (LSA)) for any resultant Contract (Acquisition), including:
- a. the ILS/LSA program context, including:
    - (i) the design maturity (degree of MOTS/COTS) of the proposed Mission System (as described in response to TDR B-B-2.1g)), the extent of design and development activities, and the implications for the ILS/LSA program;
    - (ii) for major Support System Components (eg, a systems integration laboratory or full motion training simulator) that require development, the extent of the design and development activities, and the implications for the ILS/LSA program;
    - (iii) a comparative analysis between the configuration, role and environmental requirements for the operating environments and support concepts of the new Mission System (as defined in the OCD), and the same parameters for any major existing elements of the Mission System and Support System in operation elsewhere in the world; and
    - (iv) the extent to which existing data would be used in the ILS/LSA program, and the process to ensure that existing data is consistent with the support concepts and is suitable for the purposes of the ILS/LSA data items in the draft Contract (Acquisition);
  - b. a summary graphic, showing how the tenderer plans to conduct the ILS/LSA program defined in the draft SOW, including:
    - (i) key ILS/LSA events and activities related to the major work streams and draft Contract phases identified in the overall strategy (see TDR B-A-1.1); and
    - (ii) ILS-related Mandated System Reviews and Internal System Reviews;
  - c. a summary of each key activity and Milestone in the summary graphic, including:
    - (i) a brief description of the scope of work;
    - (ii) entry and exit criteria, including dependencies on the Commonwealth and Associated Parties, where these add to or vary from Annex C to Attachment B of the draft Contract (Acquisition); and
    - (iii) any significant assumptions, limitations and constraints;
  - d. the identification of the standards (eg, DEF(AUST) 5691, S3000L™) to be used in the conduct the ILS/LSA program (including sub-programs such as Level Of Repair Analysis (LORA) and Reliability-Centred Maintenance (RCM)) and/or a summary table of standard procedures that will be applied to these activities, for analysis of all of the Support System Constituent Capabilities (Operating Support, Maintenance Support, Engineering Support, Training Support and Supply Support), including:
    - (i) for the identified LSA standard only (ie, not for sub-programs such as LORA), the rationale (eg, expected outcomes) for each LSA task / activity to be included in the LSA program, and the reasons for excluding any other LSA tasks / activities; and
    - (ii) a summary of how the selected LSA tasks / activities, from the identified LSA standard, will be tailored to the needs of the Materiel System and LSA program;
  - e. the proposed criteria for identifying candidate items (ie; the hardware and Software items on which more detailed LSA will be performed);

- f. how the strategy will integrate the ILS/LSA program with systems engineering, specialty engineering, and other programs, to ensure that Supportability of the Mission System and Support System is addressed coherently and consistently;
- g. how the tenderer proposes to conduct requirements analysis for the Support System (eg, in order to develop the Support System Specification), including the related LSA activities (from clause 1.6d(i) above) and identifying any areas of the requirements for which modelling would be appropriate (including rationale);
- h. the identification of, and rationale for, the tools to be used to conduct analysis (eg, models), to capture analysis results and collate extant data (eg, an LSA Record), and to prepare ILS data items (eg, such as recommended resource lists);
- i. how the strategy addresses the key areas of risk for the ILS/LSA program, as identified in response to TDR B-A-7 (Risk Assessment and Risk Register);
- j. how the strategy integrates Subcontractor (Acquisition) involvement in ILS/LSA activities; and
- k. how the Technical Data requirements will be analysed, to enable the effective and efficient provision of in-service support by Defence, the Contractor (Support) and Associated Parties, including summaries of the proposed approaches:
  - (i) to identify the Technical Data required, consistent with the operational and support concepts described in the OCD;
  - (ii) for obtaining and assimilating new and existing sources of Technical Data into a complete and coherent Technical Data solution;
  - (iii) for the development and management of electronic technical publications, when applicable; and
  - (iv) for ensuring access to Technical Data, as required by Defence and other support providers, in the context of Intellectual Property (IP), International Traffic in Arms Regulations (ITARs), and any other restrictions.

### Strategy for Defining and Reducing the Total Cost of Ownership

***Note to tenderers: This strategy is to provide the Commonwealth with an understanding of the tenderer's techniques and methodologies to determine the Total Cost of Ownership and, where possible, to identify the system cost drivers and the opportunities to influence them. The recommended number of pages for this element of the Project Strategy is 10 pages.***

- 1.7 Tenderers are to describe the strategy for conducting the Life Cycle Cost (LCC) program under any resultant Contract (Acquisition), including:
- a. the scope of the LCC program, identifying any exclusions, assumptions, limitations and constraints;
  - b. a description of the LCC model to be developed, including proposed data sets and the modelling software to be used;
  - c. a description of the processes to be followed in the conduct of LCC analysis;
  - d. a summary of each key activity and Milestone in relation to the LCC program (noting that LCC estimates are presented at MSRs), including entry and exit criteria (if any);
  - e. any key dependencies, including Commonwealth data, required for the LCC program;
  - f. how the tenderer plans to engage with the Commonwealth to identify and prosecute cost of ownership reduction opportunities;
  - g. the major cost drivers, and other identified areas of opportunity to reduce the total cost of ownership, including:
    - (i) the rationale for identification as a cost driver, cross-referencing the tenderer's LCC results in the Financial response volume as applicable;
    - (ii) those parts of the OCD (eg, COIs or use scenarios) that are major cost drivers for the proposed solution (eg, "the requirement to go off-road means solutions must all be tracked..." etc); and



- (iii) FPS requirements that are major cost drivers for the proposed solution (eg, some requirements may preclude COTS/MOTS components, or unrealistic availability requirements may drive Mission System and Support System architectures);
- h. how, for cost drivers identified in response to clause 1.7g, the tenderer would analyse opportunities to reduce the cost of ownership, including the key activities (eg, design decisions) to be used to evaluate and potentially implement those opportunities; and
- i. how the tenderer would evaluate the net effect of any tradeoff that involved a transfer of costs between the Mission System and the Support System, or acquisition and support phases; or between the Commonwealth, the Contractor (Acquisition) (including Subcontractors (Acquisition)), and the Contractor (Support) (including Subcontractors (Support)).

**Note to drafters: The following requirement is optional, and is suggested for those tenders where the concept of operations, support concept and technical solutions are likely to be well defined. The specific content may be adjusted to reflect the requirements of the tender.**

- 1.8 To assess the relationship between variations in the proposed Materiel System solution and the effect on LCC, tenderers are to:
- a. identify any areas where the proposed solution can deliver additional performance or capacity for a minimal change to LCC (eg, resulting from an upfront investment or between 0% and 5% change in annual cost); and
  - b. describe the impact to the annual LCC cost calculation if the Commonwealth were to increase / reduce [... INSERT CONTEXT FOR ROE (EG, annual operating hours) ...] by [...INSERT VARIATION (EG, "20%")...] for 12 months.

**Note to tenderers: While tenderers may identify an opportunity to reduce the total cost of ownership, if that opportunity falls outside the scope of a compliant tender, then it cannot be evaluated unless presented as an alternative proposal (refer COT clause 2.15).**

## 2. RELEVANT EXPERIENCE (CORE)

### Systems and Software Experience

**Note to tenderers: The Commonwealth needs to understand the tenderer's experience in engineering large, complex, Software-intensive systems in a similar domain, as this can lower the assessed risk of producing similar systems.**

- 2.1 Tenderers are to provide details, from the referenced projects, to illustrate recent relevant systems and Software experience. The details should include a description of the systems from the referenced projects in terms of mission, functionality, safety risks, technology, magnitude (eg, number of interfaces, proportion of code changed) and other characteristics. Where relevant, comparisons between referenced projects and the requirements of the draft Contract (Acquisition) should be drawn. Relevant lessons learned and their application to the draft Contract (Acquisition) should also be discussed.
- 2.2 Tenderers are to provide a description of the estimating process used for the Software to be provided under any resultant Contract (Acquisition) (including new, modified and existing Software), and relate this process to previous experience, so as to demonstrate the relevance and applicability of the estimating process to the Software to be provided under any resultant Contract (Acquisition) (cross-referencing to TDR B-B-5 (Software List), Software products in the Contract Work Breakdown Structure (CWBS, as required), activities in the CMS and Software personnel in the staffing profile, as applicable). The description should be sufficient to enable the Commonwealth to perform an independent feasibility assessment of the estimating assumptions, technique and outputs for size, effort, duration and productivity for the proposed work.
- 2.3 Tenderers are to identify and arrange a point of contact in the customer organisations for each referenced project, to enable the Commonwealth to verify claims of systems and Software experience.

### System Safety Program Experience

**Note to tenderers: The Commonwealth needs to understand the tenderer's experience in similar system safety programs as part of an assessment of risk with the tenderer's proposal.**

- 2.4 Tenderers are to provide details, from the referenced projects, to illustrate recent relevant experience in safe design and in managing Materiel Safety. Specifically, tenderers are to:
- a. identify the system and provide at least three examples of major safety risks associated with the design and application and how these risks were addressed;
  - b. identify the safety standards used and the approach taken to apply those standards;
  - c. describe the approach and methodologies used to ensure the system is safe, so far as is reasonably practicable;
  - d. describe the approach used to develop a safety certification basis or safety baseline;
  - e. identify the certifying authority or authorities for required design registration(s); and
  - f. if applicable, describe the treatment of Software-related safety risks.

### ILS and LSA Experience

**Note to tenderers: The Commonwealth needs to understand the tenderer's experience in similar ILS programs as part of an assessment of risk associated with the tenderer's proposal.**

- 2.5 Tenderers are to provide details, from the referenced projects, to illustrate recent relevant experience in conducting ILS and LSA programs of similar scope and technical complexity to the draft Contract (Acquisition). Specifically, tenderers are to:
- a. summarise the major supplies for the referenced projects and describe the deployment of mission systems, safety and mission criticality, and the technology and complexity of the supplies;
  - b. outline the support concept, including the scope of the customer's internal support, external support (eg, contracted), resource ownership and the distribution of major elements of the supply chain;
  - c. describe the ILS and LSA programs in terms of requirements definition, Mission System design and Supportability, resource determination, V&V, and engagement of support provider organisations; and
  - d. provide a relevant comparison between the ILS and LSA programs of the referenced projects and the draft Contract (Acquisition).
- 2.6 Tenderers are to identify and arrange a point of contact in the customer organisations for each referenced project, to enable the Commonwealth to verify claims of ILS experience.

### 3. CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (CORE)

*Draft SOW (Acquisition) reference: clause 3.2.4*

**Note to tenderers: The Commonwealth needs to understand how the tenderer plans to undertake the activities defined in the draft SOW (Acquisition) and to ensure that:**

- a. **tenderers have sound technical, cost and schedule control mechanisms in place;**
- b. **technical control is integrated with cost and schedule control via the Contract Work Breakdown Structure (CWBS); and**
- c. **Subcontractors' (Acquisition) work activities are consistent with and integrated into the CWBS.**

- 3.1 Tenderers are to provide a draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary, in accordance with DID-PM-DEF-CWBS and based on the Work Breakdown Structure Dictionary for the Contract Summary Work Breakdown Structure (CSWBS) elements in Attachment M to the draft Contract (Acquisition).
- 3.2 The draft CWBS is to contain as much detail as necessary to demonstrate that technical control is integrated with cost and schedule control, and to demonstrate an understanding of the work effort required to successfully complete any resultant Contract (Acquisition), including those tasks associated with the:

- a. requirements analysis, system definition, architectural design, detailed design, production, and V&V for the Mission System at the system and subsystem levels;
  - b. design, development, production and V&V for all Mission System Configuration Items (CIs), inclusive of both hardware and Software;
  - c. requirements analysis, system definition, system design, and V&V of the Support System at the system level;
  - d. requirements analysis, design, development, production and V&V of Support System Components; and
  - e. activities to meet the requirements of Sovereign Industrial Capability Priorities.
- 3.3 The draft CWBS is to be prepared and provided in a tool such that it can be reviewed at any level of expansion (for instance using 'outline mode' in Microsoft Word or Excel).
- 3.4 The CWBS dictionary is to be keyed to the CWBS index and is to define the scope of each CWBS element in the CWBS.

#### 4. CONTRACT MASTER SCHEDULE (CORE)

*Draft SOW reference: clause 3.2.3*

**Note to tenderers: The Commonwealth needs to:**

- a. ***understand the tenderer's time-based sequence of activities, as defined in the CWBS;***
- b. ***assess the level of schedule risk associated with the tenderer's proposal (including proposed Subcontractors (Acquisition));***
- c. ***ensure that time estimates and dependencies are realistic and consistent with the tasks defined in the CWBS Dictionary; and***
- d. ***ensure that the proposed Subcontractors' (Acquisition) time-based sequence of activities are realistic and consistent with the Contract Master Schedule (CMS).***

- 4.1 Tenderers are to provide a draft Contract Master Schedule (CMS) (in both hard copy and soft copy) in accordance with DID-PM-DEF-CMS (with sufficient detail to meet the requirements described in clauses 4.2 to 4.4) in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software.
- 4.2 The draft CMS is to contain as much detail as necessary to demonstrate an understanding of the work effort and schedule control required to successfully complete any resultant Contract (Acquisition), including those tasks associated with:
- a. the requirements analysis, system definition, architectural design, detailed design, production, and V&V for the Mission System at the system and subsystem levels;
  - b. the design, development, production, and V&V for all Mission System CIs, inclusive of hardware and Software;
  - c. the requirements analysis, system definition, system design, and V&V of the Support System at the system level;
  - d. the requirements analysis, design, development, production and V&V of Support System Components; and
  - e. activities to meet the requirements of Sovereign Industrial Capability Priorities.
- 4.3 The draft CMS is to include a description of each Milestone, identification of the organisation primarily responsible for its accomplishment (Contractor (Acquisition), Subcontractor (Acquisition) or Commonwealth), and a scheduled date for its accomplishment.
- 4.4 The draft CMS is to be capable of showing the schedule information for the control accounts and work packages in the EVMS.

## 5. KEY STAFF POSITIONS (CORE)

*Draft COC (Acquisition) reference: clause 3.6*

*Draft SOW reference: clause 3.4*

**Note to tenderers: The Commonwealth needs assurance that the tenderer understands the staff-related risks and risk drivers in the draft Contract (Acquisition) and that the successful tenderer can fill the Key Staff Positions with Key Persons in the required timescale.**

**Key Staff Positions normally include the Project Manager, Systems Engineering Manager, Software Development Manager (for contracts with a significant Software component), and any key domain experts such as Radar Design Engineers, IT System Design Engineers, Safety Experts, etc. Key Staff Positions also apply to skills for which there is an industry shortage.**

- 5.1 Tenderers are to identify Key Staff Positions for any resultant Contract (Acquisition) based on the required program activities and perceived risks.
- 5.2 For each Key Staff Position identified in accordance with clause 5.1, tenderers are to provide, in the tenderer'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 specification are to include: qualifications, training, essential experience, desirable experience, and other attributes required of the person filling the position.
- 5.3 Tenderers are to identify the numbers of staff meeting the person specifications for each Key Staff Position identified in accordance with clause 5.1, for the organisational entity (including proposed Subcontractors (Acquisition)), and actually performing the relevant tasks in those positions.

**Note to drafters: Choose an option based on the need to identify Key Persons, by name, in the tender response. Having named individuals can improve confidence in tender responses, but may have less relevance if ODIA or Effective Date will not occur in the short term.**

**Option A: Include when potential Key Persons do not need to be identified by name.**

- 5.4 Tenderers are to describe their strategy to fill the Key Staff Positions identified in response to clause 5.1.

**Option B: Include when potential Key Persons are to be identified by name.**

- 5.5 Tenderers are to nominate the Key Persons proposed to fill the Key Staff Positions identified in response to clause 5.1. Tenderers should 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.
- 5.6 Where the tenderers do not nominate personnel to fill the Key Staff Positions in response to clause 5.5, tenderers are to describe their strategy to fill the Key Staff Positions.

## 6. STAFF/SKILLS PROFILE (CORE)

**Note to tenderers: The Commonwealth needs to understand the tenderer's proposed staff/skills profile to assess the tenderer's proposed schedule and the associated risks.**

- 6.1 Tenderers are to provide aggregate, labour-category-based, time-phased plans for the use of human resources in the performance of any resultant Contract (Acquisition), which:
- identifies the staffing requirements on a month-by-month basis;
  - is consistent with the work identified in the CMS provided in response to TDR B-A-4; and
  - breaks down the staff requirements into the labour categories identified by the tenderer, including those labour categories identified in response to TDR A-D-13 (eg, project management, commercial, systems and specialist engineering, ILS, Software, V&V, and the various trades involved in production).

- 6.2 Tenderers are to separately provide the information required by clause 6.1 for any proposed Approved Subcontractors (Acquisition) that would provide items that require significant development under any resultant Contract (Acquisition).
- 6.3 Tenderers are to provide each of the staff/skills profiles in Microsoft Excel or the scheduling software used in response to TDR A-D-7.

## 7. RISK ASSESSMENT AND RISK REGISTER (CORE)

**Note to tenderers: The Commonwealth needs to understand the tenderer's assessment of the risks associated with the draft Contract (Acquisition), particularly the budget and schedule allocated to treat risks and the residual risk exposure.**

- 7.1 Tenderers are to provide a fully costed risk register prepared in accordance with DID-PM-MGT-PMP, which summarises the tenderer's assessment of the risks associated with the performance of any resultant Contract (Acquisition), including in relation to technical, commercial, legal, financial, operational and schedule aspects.

## 8. MANDATED SYSTEMS AND PROCESSES (CORE)

**Note to tenderers: The recommended number of pages for this tender response is seven pages (not including any copies of certifications, accreditations or similar that may be provided).**

- 8.1 Tenderers are to describe the systems and processes for effective Project Management and appropriate governance under any resultant Contract (Acquisition), as applicable, including:
- a. an overview of the Earned Value Management System (EVMS) that would be applied to any resultant Contract (Acquisition), including:
    - (i) identification of any proposed deviations from the AS 4817-2006 and the Defence Supplement to AS 4817-2006;
    - (ii) the interfaces between the various information management systems that would be employed to meet the EVMS requirements of the draft Contract (Acquisition) (eg, accounting, scheduling, EVMS data accumulation and reporting systems);
    - (iii) how Approved Subcontractor (Acquisition) performance data would be integrated into the EVMS performance reporting;
    - (iv) if an EVMS is currently used by the tenderer, an overview of the tenderer's experience using the EVMS, summarising the contract types, their relevance, values, EVMS standards applied and any formal recognition of the EVMS; and
    - (v) if an EVMS is not currently used by the tenderer, the tenderer's plan for implementing an EVMS that meets the requirements of the draft Contract (Acquisition);
  - b. a description of the Quality Management System (QMS) and processes that would be applied to the scope of work under any resultant Contract (Acquisition), including:
    - (i) certification details for the QMS, including the certifying body, standard, and sites to which the certification applies;
    - (ii) statements of recognition for the QMS from government and Defence regulatory authorities, and industry organisations;
    - (iii) how the tenderer's current QMS applies to the scope of the draft Contract (Acquisition) and how the QMS would be expanded for any new activities and capabilities; and
    - (iv) how Subcontractor (Acquisition) design, development, integration, manufacturing and/or installation activities would be verified for compliance with contractual requirements and for quality assurance (eg, Subcontractor (Acquisition) certified QMS, Independent V&V agents, specialist training or specific technological support);
  - c. a description of how the tenderer's Work Health and Safety (WHS) policies, processes and procedures (including safety risk assessment procedures) would be applied to the scope of work to be performed under any resultant Contract (Acquisition), and how

these would be managed and communicated throughout the organisation (eg, by use of a WHS Management System); and

**Note to drafters: If Environmental management issues will not be applicable to any resultant Contract (Acquisition), then the following clause may be deleted.**

- d. a description of how the tenderer's Environmental management policies, processes and procedures would be applied to the scope of work to be performed under any resultant Contract (Acquisition), and how these would be managed and communicated throughout the organisation (eg, by use of an Environmental Management System).

## 9. PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES USED ON COMMONWEALTH PREMISES (CORE)

*Draft SOW reference: clause 9.1*

**Note to tenderers: Commonwealth policy on Problematic Substances is detailed in the Defence Safety Manual. Commonwealth policy on Problematic Sources is detailed in the Defence Radiation Safety Manual. Problematic Substances and Problematic Sources to be used on Commonwealth Premises require the Approval of the Commonwealth Representative. Such Approval will not be granted if the use of a substance or source infringes any Australian Federal, State or Territory legislation.**

**Refer to TDR B-B--9 for Problematic Substances and Problematic Sources within the Supplies.**

- 9.1 Tenderers are to indicate if they propose to use any Problematic Substances or Problematic Sources on Commonwealth Premises while performing work under any resultant Contract (Acquisition). If so, tenderers are to indicate what these Problematic Substances and Problematic Sources are, and the purposes for which they will be used, under any resultant Contract (Acquisition).

## 10. FACILITY AND INFORMATION AND COMMUNICATIONS TECHNOLOGY SYSTEMS SECURITY ACCREDITATION CLEARANCE REQUIREMENT (OPTIONAL)

*Draft COC (Acquisition) reference: clause 11.10*

**Note to drafters: Include this clause if any requirement for Facility or ICT accreditation has been specified at Item 17 of the Details Schedule in the draft COC (Acquisition). Classified information should not be included in an RFT, except in exceptional circumstances. If the RFT is to include classified information, drafters should consult their Project Security Officer.**

**Note to tenderers: Refer to the Details Schedule in the draft COC (Acquisition) regarding the security classification and categorisation of work, facility accreditations, Information and Communications Technology (ICT) system accreditations, and COMSEC material transmission requirements, as applicable, that are necessary for the performance of any resultant Contract (Acquisition).**

**For further information on COMSEC, classification, categorisation, accreditations, and access to the DSPF, tenderers should contact the Contact Officer specified in the Details Schedule.**

- 10.1 Tenderers are to provide the following details for all premises proposed in their tender to be used for the storage of classified documents, classified assets, or the housing of ICT systems for the processing of data with a Security Classification or Business Impact Level up to and including the level identified in the Details Schedule of the draft COC (Acquisition):
  - a. physical address of facility;
  - b. facility accreditation(s) held (type and level), when granted and by whom; and
  - c. ICT system accreditation(s) held (type and level), when granted and by whom.
- 10.2 If appropriate accreditations are not held, then tenderers are to indicate their willingness to undergo the procedures for obtaining the requisite accreditations.
- 10.3 Tenderers are to provide the above information in relation to all Subcontractors (Acquisition) who will require access to security classified information.
- 10.4 Not used.

**11. GOVERNMENT FURNISHED FACILITIES (OPTIONAL)**

11.1 Not used.

## ANNEX B TO ATTACHMENT B

## SOLUTION DESCRIPTION (CORE)

**Note to tenderers:** Where a standard (approved by a recognised body) is specified in the Function and Performance Specification at Annex A to the draft SOW (Acquisition), tenderers are to show, in their tender responses, their capability to meet that standard.

## 1. OPERATIONAL DESCRIPTION (CORE)

**Note to drafters:** This section addresses the capability of the proposed Materiel System from an operational perspective. In developing this section, drafters should be careful not to ask for responses in a manner that requires or implies that tenderers should just repeat or reflect information back to Defence that is an extract from the Operational Concept Document (OCD).

## Critical Operational Issues

**Note to drafters:** The OCD documents the Critical Operational Issues (COIs) and scenarios that are significant in defining the capability, including elements of the fundamental inputs to capability (FIC) and related systems, if applicable, that are external to the Materiel System to be acquired. Accordingly, the requirements below are to be drafted for those COIs, or the relevant parts of COIs, that relate to the capabilities of the Materiel System to be acquired, with the other elements described as external interfaces or provided for context. This section seeks information that will allow the Commonwealth to directly or indirectly assess the merits of each tenderer's proposal in terms of the ability to meet or enable COIs and to execute related OCD scenarios. This may include preliminary models for key aspects of system performance.

- 1.1 Tenderers are to describe how the proposed solution will [...INSERT DESCRIPTION THAT ALLOWS THE COMMONWEALTH TO EVALUATE HOW THE PROPOSAL SATISFIES COI 1...] (refer Critical Operational Issue (COI) [...INSERT NUMBER...] in the Operational Concept Document (OCD)).
- 1.2 Tenderers are to describe how the proposed solution will [...INSERT DESCRIPTION THAT ALLOWS THE COMMONWEALTH TO EVALUATE HOW THE PROPOSAL SATISFIES COI n...] (refer COI [...INSERT NUMBER...] in the OCD).

## Operational Scenarios

**Note to drafters:** The following clauses should be tailored to refer to each applicable scenario in the OCD. If scenarios are broad (referring to other FIC elements and related systems), the descriptions should be tailored to focus on the Materiel System to be acquired. The page limit is intended to encourage a concise summary for each scenario (and to limit scope for general marketing material); however, the recommended number of pages may be amended for the number of scenarios and their complexity (eg, 1 – 5 pages per scenario). Drafters may also identify specific risk areas in a scenario that they wish to see addressed.

**Note to tenderers:** The recommended number of pages for the response to this section, covering the proposed solution in all of the operational scenarios, is [...INSERT NUMBER EG, 10...] pages. Responses to this section should provide operational context, with more detailed aspects included in the technical description, provided in response to TDR B-B-2.

- 1.3 Tenderers are to describe how the proposed solution will [...INSERT DESCRIPTION THAT ALLOWS THE COMMONWEALTH TO EVALUATE HOW THE PROPOSAL SATISFIES OCD SCENARIO 1...] (refer OCD scenario [...INSERT NUMBER...]).
- 1.4 Tenderers are to describe how the proposed solution will [...INSERT DESCRIPTION THAT ALLOWS THE COMMONWEALTH TO EVALUATE HOW THE PROPOSAL SATISFIES OCD SCENARIO n...] (refer OCD scenario [...INSERT NUMBER...]).



## ANNEX B TO ATTACHMENT B

## 2. TECHNICAL DESCRIPTION (CORE)

**Note to drafters: This section may be further developed to suit the nature of the required Materiel System solution (eg, a fleet of platforms or a distributed system), and should request any additional information necessary for tender evaluation purposes, such as:**

- a. a description of how the key system functionality will be met (including areas such as human factors engineering and human-system interface); and
- b. other specific key areas of the design that may also require specific information to assess risk (eg, with respect to a particular external interface).

**Note to tenderers: If the tender process includes an Offer Definition and Improvement Activities (ODIA) phase, then risks within the preferred tenderers' solution and, in particular, risks associated with external interfaces, will be reviewed at ODIA.**

- 2.1 Tenderers are to describe the proposed Mission System solution, including:
- a. a description of the key design drivers and key design decisions;
  - b. an architectural design description;
  - c. a hierarchical description of the system, subsystems, and hardware and Software components, presented in a product breakdown structure (PBS) where:
    - (i) Mission Systems, including any variants, are identified at level 2 of the Materiel System, and hardware components are identified down to level 4 (eg, in accordance with DEF(AUST)5664A);
    - (ii) additional lower-level hardware components are nominated by the tenderer, due to their key role in the tendered solution, are included;
    - (iii) Software components are identified at an equivalent level (ie, Software resident on hardware components identified for (i) and (ii)); and
    - (iv) if the Mission System solution includes variants, the subsystems, hardware and Software components that differ from the baseline Mission System are identified, (ie, where levels 2 to 4 of the PBS comprise the '**system components**');
  - d. the purpose of each **system component**;
  - e. a description of how the **system components** interact (eg, showing a concept of execution, functional flow or dynamic relationships) to achieve a functional output (eg, communications, propulsion, etc.);
  - f. the identification of where a **system component**, or group of **system components**, satisfy specific FPS requirements;
  - g. a maturity classification index for each **system component** (hardware or Software, and including external interfaces and interfaces with other **system components**), in accordance with the following table:

Maturity Classification	Index
<b>Innovative Development:</b> The system component is indicative of the configuration required for the Supplies, is in the early / conceptual stage of development by the tenderer, and features new technologies or processes, or a significant technological advancement.	1
<b>New Development:</b> The system component is indicative of the configuration required for the Supplies, is in the early stages of development by the tenderer, and requires no new technologies or processes.	2a
<b>Significant Development:</b> The system component is indicative of the configuration required for the Supplies, is in an advanced stage of development by the tenderer, and requires no new technologies or processes.	2b

## ANNEX B TO ATTACHMENT B

Maturity Classification	Index
<b>Minor Development:</b> The system component is indicative of the configuration required for the Supplies, requires a minor change of a type normally required for this item but which does not affect the interfaces of other components or external systems. A similar item (eg, a prototype or prior variant) has been successfully fielded.	3
<b>Developed – Functional:</b> The system component has the specific configuration required for the Supplies (without any development required), and has been successfully tested in a controlled environment that is indicative of that required for the system component, including the interfaces with external systems.	4a
<b>Production Ready:</b> The system component has the specific configuration required for the Supplies (without any development required), and has been fielded (eg, in user trials) and is verified in the operational role and environment described in the Operational Concept Document, including the interfaces with external systems.	4b
<b>In use:</b> The system component has the specific configuration required for the Supplies (without any development required), is in production, and is in current use with end users operating the system component in the operational role and environment described in the Operational Concept Document intended for the Supplies.	5

- h. any assumptions or constraints underpinning the proposed solution, including in relation to Defence systems and infrastructure;
  - i. the identification of:
    - (i) those external interfaces that will be connected to, or that enable interoperation with, other Defence systems, including the maturity of those interfaces; and
    - (ii) the significant internal interfaces, and the maturity of those interfaces;
  - j. if applicable, the key areas of evolving technology and an explanation of related technological risks;
  - k. if functionality will be delivered in phases (ie, successive Mission Systems would be delivered with increased functionality and/or programmed upgrades would be applied to delivered Mission Systems), a description of the delivery schedule including the number of phases, the expected scope of each increase in functionality, and the number of Mission Systems delivered or upgraded in each phase (consistent with the draft Growth Plan, if applicable);
  - l. if installation is required, a description of any significant installation requirements (other than those identified for external interfaces) such as the expected duration of installation activities or the space needed within a host platform that is not a Supply;
  - m. the identification of the tenderer's perceived technical risk areas and their approach to mitigating the risk in each area (consistent with the tendered risk register); and
  - n. [...DRAFTER TO INSERT...].
- 2.2 For clause 2.1g, the maturity classification of a **system component** is to reflect the maturity classifications of its subordinate components such that:
- a. the system component has the same classification as its most developmental subordinate component when the number of subordinate components (with a unique configuration) requiring any form of development equals or exceeds 25%; and
  - b. if a **system component** includes any developmental components (ie, indices 1 to 3 in clause 2.1g) it will, as a minimum, be classified as 'minor development'.

## ANNEX B TO ATTACHMENT B

**Note to tenderers: As an example for clause 2.2a, a system component at level 4 in the PBS that comprises, as subordinate components: one 'new development', one (or more identical items) 'minor development' and six 'in use', would be categorised as 'new development' (ie, index 2a).**

- 2.3 For the Mission System's **system components** that are identified as 'production ready' or 'in use' in response to clause 2.1g, tenderers are to:
- a. identify the source / supplier of the product, including the name and address of the distributor or manufacturer;
  - b. if codified in the NATO codification system, identify the NATO Stock Number (NSN) for the product;
  - c. identify the expected remaining life of the system components before they are classified as Obsolescent by the tenderer or manufacturer, as applicable; and
  - d. identify the major Support Resources (by name and part number or version, as applicable) that are available for the system component, including:
    - (i) Training courses / learning management packages and Training Equipment;
    - (ii) the scope of available operator and maintenance manuals; and
    - (iii) any special-to-type Support and Test Equipment (S&TE), including Automated Test Equipment with component-specific test program sets.

## 3. SYSTEM EVOLUTION AND GROWTH (OPTIONAL)

**Note to drafters: This section should be included when the Mission System or significant elements of the Support System are likely to be subject to significant change over their life, or these systems use COTS items that will have a short production or market life.**

**Note to tenderers: The Commonwealth intends to review the draft Growth Plan (GP) to assess the proposed Materiel System solution in terms of system evolution, growth and Obsolescence. The draft GP also informs the LCC risk assessment. Note that the tenderer's strategy for the growth, evolution and Obsolescence program is to be included in the Specialty Engineering Strategy (refer TDR B-A-1.4). If the tenderer is selected to participate in an ODIA, it may be required to further develop the GP, in consultation with the Commonwealth, in preparation for any resultant Contract.**

- 3.1 Tenderers are to describe the characteristics of the proposed Materiel System solution by providing a draft Growth Plan (GP) in accordance with at least the sections of DID-ENG-MGT-GP identified in Table B-B-1.

Table B-B-1: Minimum requirements for the draft Growth Plan

Section	Name / subject and modifications to scope
6.2.2	Candidate Elements (for significant / high value items / interfaces only)
6.2.3	Design Aspects (6.2.3.1 and 6.2.3.2 only)
6.2.5	Support Phase (6.2.5.1 only)

## 4. MISSION SYSTEM TECHNICAL DOCUMENTATION TREE (CORE)

**Note to tenderers: The Commonwealth intends to assess the tenderer's proposed engineering development documentation through the draft Mission System Technical Documentation Tree (MSTDT). If the tenderer plans to subcontract development activities, the MSTDT is to include the proposed technical documentation of Subcontractors. If the tenderer is selected to participate in an ODIA, it may be required to further develop the MSTDT, in consultation with the Commonwealth, in preparation for any resultant Contract.**

- 4.1 Tenderers are to provide a draft Mission System Technical Documentation Tree in accordance with DID-ILS-TDATA-MTDI, which includes the specifications and design documentation for the **system components** identified in response to TDR B-B-2.1.

## ANNEX B TO ATTACHMENT B

## 5. SOFTWARE LIST (OPTIONAL)

**Note to drafters: This tender data requirement must be included for all software intensive systems and any program likely to involve significant development of software.**

**Note to tenderers: The Commonwealth intends to assess the scope and risk of the Software development program and requires tenderers to provide details of the Software products within their proposed solution. In regards to identifying Software (for clause 6.2.1 of Table F-2, Identity), the 'highest level Software product where the criticality and category' are 'the same' means, for example, that if all of the Software products subordinate to 'Software Product X' have the same or lesser criticality and category, then only 'Software Product X' needs to be listed.**

- 5.1 Tenderers are to provide a draft Software List (SWLIST) in accordance with at least the sections of DID-ENG-SW-SWLIST, and the modifications to clause scope, identified in Table B-B-2.

**Table B-B-2: Minimum requirements for the draft Software List**

Section	Name	Modifications to scope
6.2.1	Identity	Identified to the highest level Software product where the criticality and category of all subordinate Software products are the same as the Software product listed.
6.2.2	Location in the System Hierarchy	As per DID, to the level required for clause 6.2.1, Identity (above).
6.2.3	Description	As per DID.
6.2.4	Software Criticality	As per DID.
6.2.9.6	Estimated Total Size	For Application Software to be developed, reused or modified.
6.2.9.7	Reused Unmodified Code Required	For Application Software to be developed, reused or modified.
6.2.9.8	Estimated Modified Code Required	For Application Software to be developed, reused or modified.
6.2.9.9	Estimated New Code Required	For Application Software to be developed, reused or modified.
6.2.11	Assurance Standard	For Software with a criticality of 0, 1 or 2.
6.2.12	Software Assurance Level	For Software with a criticality of 0, 1 or 2.

## 6. EQUIPMENT CERTIFICATION TO ACCESS RADIOFREQUENCY SPECTRUM (OPTIONAL)

**Note to drafters: If new equipment is to access the Radiofrequency Spectrum, and this could influence tender evaluations, then the following clause should be included. Drafters should consider including an evaluation criterion in clause 3.11 of the COT that states a preference for those systems already certified to operate within the parts of the RF spectrum designated for Defence purposes in the current edition of the 'Australian Radiofrequency Spectrum Plan'.**

**Note to tenderers: The following information is being sought because Australia has specific regulatory requirements associated with access to the Radiofrequency Spectrum. Solutions sourced from outside of Australia have a high risk of not meeting Australian regulatory or specific Defence requirements.**

- 6.1 Tenderers are to provide a preliminary Equipment Certification to Access Radiofrequency Spectrum (ECARS) in accordance with DID-ENG-SOL-ECARS, as tailored by the following requirements:
- a. the ECARS (also known as the form AA763) is to consist of information entered onto the 'System General Information Page' for each system, sub-system or end product that

**ANNEX B TO ATTACHMENT B**

requires access to, use of, or relies on the Radiofrequency Spectrum for its operation; and

- b. completion of the 'Transmitter Equipment Characteristics', 'Receiver Equipment Characteristic' and 'Antenna Equipment Characteristics' pages is optional; however, this additional information should be provided when its inclusion would allow the Commonwealth to properly evaluate Radiofrequency Spectrum requirements. Additional information should be attached if appropriate.

**7. SUPPORT SYSTEM (CORE)**

**Note to drafters: This section may be further developed for the project's needs and drafters should confirm that the clauses identified in the following table are applicable to the project. For example, consideration should be given to amending these requirements if a contractor-owned Spares model is included in the OCD / support concept. Drafting should be based on a single support concept on which to evaluate tenders. If significant alternatives are to be investigated (eg, if the default solution is for Commonwealth-owned spares but a contractor-owned spares model will be considered), then ODIA may be more appropriate for this activity and, if so, a note to tenderers should be added to identify this.**

**Note to tenderers: The following information is being sought to allow the Commonwealth to assess the suitability, risk and the maturity of the proposed Support System.**

- 7.1 Tenderers are to provide a description of their proposed Support System solution in accordance with at least the sections of DID-ILS-DES-SSDESC identified in Table B-B-3.

**Table B-B-3: Minimum requirements for the draft Support System Description**

Section	Name / subject and modifications to scope
6.2.1	Mission System and Support System Overview (Support System only)
6.2.2	System-wide Design Decisions (6.2.2.1 only)
6.2.3.1	Support Locations (6.2.3.1.1 only)
6.2.3.2	Support Service Management
6.2.3.3	Support Resources (6.2.3.3.1, 6.2.3.3.2, 6.2.3.3.4 and 6.2.3.3.5 only)
6.2.4	Concept of Execution
6.2.5	Support System Performance (6.2.5.1, 6.2.5.2 and 6.2.5.4 only)
6.2.6	System Interface Design
6.4.2	Operating Support
6.4.3	Engineering Support (6.4.3.1a to 6.4.3.1d only)
6.4.4	Maintenance Support (6.4.4.1a, 6.4.4.1b and 6.4.4.2 only)
6.4.5	Supply Support (6.4.5.1a to 6.4.5.1c and 6.4.5.2 only)
6.4.6	Training Support (6.4.6.1a and 6.4.6.2 only)

**8. SUPPORT RESOURCES (CORE)**

**Note to tenderers: Full detail is not expected in the draft lists of Support Resources to be tendered. However, this information should enhance the Commonwealth's understanding of the draft Support System Description and assist the Commonwealth to understand the basis for the Not-To-Exceed prices for Support Resources (if required by TDR A-D-2).**

- 8.1 **Spares:** Tenderers are to provide a draft Recommended Spares Provisioning List (RSPL) for major component Spares and groups covering all other Spares (eg, a group for the initial lay-in of consumables), in accordance with at least the sections of DID-ILS-SUP-RSPL identified in Table B-B-4.

## ANNEX B TO ATTACHMENT B

Table B-B-4: Minimum requirements for the draft Recommended Spares Provisioning List

Section	Name / subject and modifications to scope
6.2.5.1b.(i)	item name / provisioning nomenclature, including the model or type
6.2.5.1b.(v)	manufacturer's name and Commercial and Government Entity (CAGE) code
6.2.5.1b.(vi)	manufacturer's reference number / part number
6.2.5.1c.(v)	the nature of the Spare (ie, repairable, consumable)
6.2.5.1f.(i)	a unit price (being the Contractor's most favoured customer price)
6.2.5.1g	total quantity of Spares that is recommended for procurement by the Commonwealth

8.2 Tenderers are to describe the method and rationale used to estimate the range and quantity of Spares to be procured by the Commonwealth with respect to the support-related requirements and the support concepts defined in the FPS and the OCD.

8.3 **Support and Test Equipment:** Tenderers are to provide a draft Support and Test Equipment Provisioning List (S&TEPL) for major S&TE items and groups of other items of S&TE, in accordance with at least the sections of DID-ILS-S&TE-S&TEPL identified in Table B-B-5.

Table B-B-5: Minimum requirements for the draft Support and Test Equipment Provisioning List

Section	Name / subject and modifications to scope
6.2.2.4b.(i)	item name
6.2.2.4b.(iv)	manufacturer's name and CAGE code
6.2.2.4b.(v)	manufacturer's part number
6.2.2.4e.(i)	unit price (being the Contractor's most favoured customer price)
6.2.2.4e.(ii)	recommended total quantity to be procured

8.4 Tenderers are to describe the method and rationale used to estimate for the range and quantity of S&TE to be procured by the Commonwealth with respect to the support-related requirements and the support concepts defined in the FPS and the OCD.

**Note to drafters:** *If the required Materiel System is not expected to require any new and significant S&TE, then delete clauses 8.3 and 8.4 and replace with 'Not used'. If applicable, the examples in clause 8.3 should be updated to include items of S&TE that are expected under any resultant Contract.*

**Note to tenderers:** *The intent of the following requirement is to describe the major items of S&TE, focussing on those that are significant in terms of design and development. The intent is not to duplicate the proposed Support System solution (clause 7.1), which describes how these elements would be employed.*

8.5 Tenderers are to identify all major items of S&TE (eg, engine test stands and adaptation data management tools) that require design and development, and describe for each item:

- a. the function performed including, if applicable, how the function changes for the different states and modes identified in the OCD;
- b. the key design drivers;
- c. any major assumptions or constraints underpinning the proposed design solution, including any relating to interfaces with Defence systems and infrastructure; and
- d. the current maturity classification of the item, classified using the table at clause 2.1g, and the scope of the proposed development activity.

## ANNEX B TO ATTACHMENT B

- 8.6 **Training Equipment:** Tenderers are to provide a draft Training Equipment List for major items of Training Equipment and groups of other items of Training Equipment, in accordance with at least the sections of DID-ILS-TNG-TEL identified in Table B-B-6.

**Table B-B-6: Minimum requirements for the draft Training Equipment List**

Section	Name / subject and modifications to scope
6.2.2.2b.(i)	item name
6.2.2.2b.(iv)	manufacturer's name and CAGE code
6.2.2.2b.(v)	manufacturer's part number
6.2.2.2e.(i)	unit price (being the Contractor's most favoured customer price)
6.2.2.2e.(ii)	recommended total quantity to be procured

- 8.7 Tenderers are to describe the method and rationale used to estimate for the range and quantity of Training Equipment to be procured by the Commonwealth with respect to the support-related requirements and the support concepts defined in the FPS and the OCD.

**Note to drafters:** *If the required Materiel System is not expected to require any new and significant Training Equipment, then delete 8.6 and 8.7 and replace with 'Not used'. If applicable, the examples in clause 8.5 should be updated to include items of Training Equipment that are expected under any resultant Contract.*

**Note to tenderers:** *The intent of the following requirement is to describe the major items of Training Equipment, focussing on those that are significant in terms of design and development. The intent is not to duplicate the proposed Support System solution (clause 7.1), which describes how these elements would be employed.*

- 8.8 Tenderers are to identify all major items of Training Equipment (eg, simulators) that require design and development, and describe for each item:
- the function performed including, if applicable, how the function changes for the different states and modes identified in the OCD;
  - the key design drivers;
  - any major assumptions or constraints underpinning the proposed design solution, including any relating to interfaces with Defence systems and infrastructure; and
  - the current maturity classification of the item, classified using the table at clause 2.1g, and the scope of the proposed development activity.

**Note to drafters:** *If new and/or modified Facilities are likely to be required by the Commonwealth (eg, that tenderer-provided equipment will need to be installed into and/or that will be GFF under a subsequent support contract), drafters should liaise with Estate and Infrastructure Group (E&IG) to determine the appropriate information to be sought from tenderers. The information requested should facilitate E&IG's planning and provide sufficient information to ensure that the tenderer's Facilities proposal is sound. Drafters may edit the following clause and refer to DID-ILS-FAC-FRAR to further develop this requirement.*

**Note to tenderers:** *The following information is sought to allow the Commonwealth to understand the broad scope of Commonwealth Facilities required for the Materiel System, to assess the suitability, risk and the maturity of the proposed Support System, and to inform Facilities planning by the Estate and Infrastructure Group (E&IG) within Defence. If the tenderer is selected to participate in an ODIA, it may be required to progress its Facilities proposal, in consultation with the Commonwealth, in preparation for any resultant Contract.*

- 8.9 **Facilities:** Tenderers are to provide a summary of any new and/or modified Commonwealth Facilities needed to enable the Commonwealth, and other parties (including contractors), to undertake the life-cycle processes of training, operation, maintenance, support and disposal of the Mission System and the Support System Components.
- 8.10 **Technical Data:** Tenderers are to provide a draft Technical Data List (TDL), for Technical Data to be delivered to the Commonwealth and Associated Parties for the purposes of in-service support, in accordance with at least the sections of DID-ILS-TDATA-MTDI identified in Table B-B-7.

## ANNEX B TO ATTACHMENT B

Table B-B-7: Minimum requirements for the draft Technical Data List

Section	Name / subject and modifications to scope
6.2.2.1a.	item reference number, document or drawing number (as applicable)
6.2.2.1b.	the name or title of the item of Technical Data
6.2.2.1e.	a brief description of the item of Technical Data
6.2.2.1f.	the unique product identifier of the <b>system component</b> (identified in response to clause 2.1) to which the Technical Data relates
6.2.2.1g.	the name of the <b>system component</b> (identified in response to clause 2.1) to which the Technical Data relates
6.2.2.1h.	the source of the Technical Data (eg, supplier / proposed Subcontractor)
6.2.2.1j.	cross-reference(s) to restrictions (if any) in the TDSR Schedule that apply to the item of Technical Data, including cross-references to restrictions in the tendered draft TDSR Schedule (see TDR A-C-5)
6.2.2.1k.	any applicable Australian or foreign security classification
6.2.2.1l.	Technical Data category (ie, proposed type)
6.2.2.1o.(ii)	if the item of Technical Data is to be delivered to the Commonwealth
6.2.2.1p.	the intended end-user of the Technical Data
6.2.5.2e.	the developmental status of the Technical Data

## 9. PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES IN SUPPLIES (CORE)

**Note to drafters: Defence policies referenced in the following note to tenderers may need to be provided with tenders to enable informed tender responses. Drafters should also check Defence's external internet site for availability of references.**

**Note to tenderers: Defence policy on Hazardous Chemicals is detailed in the Defence Safety Manual. Defence policy on Ozone Depleting Substances and Synthetic Greenhouse Gases is detailed in DEFLOGMAN Part 2 Volume 3 Chapter 3. Defence policy on Problematic Sources is detailed in the Defence Radiation Safety Manual. Problematic Substances and Problematic Sources to be used in the Supplies will require the Approval of the Commonwealth Representative (via the Hazard Log). Such Approval will not be granted if inclusion of the substance or source infringes any Australian Federal, State or Territory legislation.**

**The tenderer's response to clause 9.1 is the start of the Hazard Log to be developed under any resultant Contract (Acquisition). Identifying hazards 'where applicable' is to include hazards in existing (off-the-shelf) system components and, to the extent reasonably practicable, those to be developed. For example, a radar unit will be a Problematic Source based on its radiated power intensity, regardless of whether it is an existing or developmental system component.**

9.1 Tenderers are to identify, where applicable, the following hazards to be contained in the Supplies:

- a. Hazardous Chemicals comprising:
  - (i) prohibited carcinogens and restricted carcinogens, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth);
  - (ii) hazardous chemicals, the use of which is restricted under regulation 382 of the *Work Health and Safety Regulations 2011* (Cth), including polychlorinated biphenyls; and
  - (iii) lead that would require a lead process to be performed on the Supplies when being supported, as described by regulation 392 of the *Work Health and Safety Regulations 2011* (Cth);
- b. Dangerous Goods;
- c. Ozone Depleting Substances;



**ANNEX B TO ATTACHMENT B**

- d. Synthetic Greenhouse Gases; and
- e. Problematic Sources.

**10. ENVIRONMENTAL CONSIDERATIONS (OPTIONAL)**

***Note to drafters: If there are likely to be significant environmental issues relating to the operation and / or support of the Supplies (eg, environmental contaminants, maintenance waste or other), drafters should develop a tender data requirement to obtain relevant information. If not applicable, replace this clause with 'Not used'.***

10.1 [...DRAFTER TO INSERT...]

## ANNEX A TO ATTACHMENT C

## SUPPORT GENERAL (CORE)

## 1. CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (OPTIONAL)

*Draft SOW reference: clause 3.2.3*

**Note to tenderers: The Commonwealth needs to understand how the tenderer plans to undertake the activities defined in the draft SOW (Support) and to ensure that:**

- a. tenderers have sound technical, cost and schedule control mechanisms in place; and
- b. Subcontractors' work activities are consistent with and integrated into the CWBS.

**Tenderers should note that DID-SSM-CWBS requires the CWBS to be structured around the Contract Summary WBS (CSWBS) breakdown that forms the basis of the Prices for Recurring Services in TDR A-D. The Contract version of the CWBS will use the negotiated version of the payment schedules as the CSWBS.**

- 1.1 Tenderers are to provide a draft Contract Work Breakdown Structure (CWBS) and CWBS Dictionary, in accordance with DID-SSM-CWBS based on the Contract Summary WBS (CSWBS) elements in Attachment M to the draft Contract (Support), including those below.

**Note to drafters: Drafters should amend this CSWBS (and the WBS Dictionary in Attachment M to the draft COC (Support)) to reflect the high-level breakdown of the required work. CSWBS definition below level 2 should be avoided to allow tenderers the latitude to express how they wish to structure work. Drafters should ensure that the CSWBS structure below is consistent with the price breakdown for Recurring Services in TDR A-D.**

- a. Support Services Management;
  - b. Operating Support;
  - c. Engineering Support;
  - d. Maintenance Support;
  - e. Supply Support;
  - f. Training Support; and
  - g. Support Resources.
- 1.2 The draft CWBS is to contain as much detail as is necessary to demonstrate an understanding of the work effort required to successfully achieve the end objective of any resultant Contract (Support) and to ensure that technical control is integrated with cost and schedule control.
- 1.3 The draft CWBS is to be prepared and provided in a tool such that it can be reviewed at any level of expansion (for instance using 'outline mode' in Microsoft Word or Excel).
- 1.4 The CWBS Dictionary is to be keyed to the CWBS index and is to define the scope of each CWBS element in the CWBS.

## 2. SUPPORT SERVICES MASTER SCHEDULE (OPTIONAL)

*Draft SOW reference: clause 3.2.2*

**Note to drafters: The Support Services Master Schedule (SSMS) is optional. If the draft Contract (Support) has no significant milestones, then an SSMS and this TDR may not be required and this requirement can be replaced with 'Not used'. Note also that a draft Phase In Plan and draft**

## ANNEX A TO ATTACHMENT C

**Ramp Up Management Plan (from TDR C-B-3) should address the activities and events required to establish Services, including the Operative Date.**

**Where the Services will support an annual work plan, fleet availability or deployment plan (or similar) details should be provided with the RFT to enable the draft SSMS to be developed.**

**Note to tenderers: The Commonwealth needs to:**

- a. **understand the tenderer's time-based sequence of activities;**
- b. **assess the level of schedule risk associated with the tenderer's proposal (including proposed Subcontractors (Support));**
- c. **ensure that time estimates and dependencies are realistic and consistent with the tenderers proposed staff/skills profile; and**
- d. **ensure that the proposed Subcontractors' (Support) time-based sequence of activities are realistic and consistent with the Support Services Master Schedule (SSMS).**

- 2.1 Tenderers are to provide a draft Support Services Master Schedule (SSMS) (in both hard copy and soft copy) in accordance with DID-SSM-SSMS (with sufficient detail to meet the requirement described in clauses 2.2 to 2.3) in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software.
- 2.2 The draft SSMS is to contain as much detail as necessary to demonstrate an understanding of the work effort and schedule control required to successfully complete any resultant Contract (Support).
- 2.3 The draft SSMS is to include a description of each Milestone (where applicable), identification of the organisation primarily responsible for its accomplishment (Contractor (Support), Subcontractor (Support) or Commonwealth), and a scheduled date for its accomplishment.

### 3. KEY STAFF POSITIONS (CORE)

*Draft COC reference: clause 3.12*

*Draft SOW reference: clause 9.1*

**Note to tenderers: The Commonwealth needs assurance that the tenderer understands the staff-related risks and risk drivers in the draft Contract (Support) and that the successful tenderer can fill the Key Staff Positions with Key Persons in the required timescale.**

**Key Staff Positions would normally include the Engineering Manager, Maintenance Manager, the Software Development Manager (for contracts containing a significant software component), and any key domain experts such as Safety experts, etc. Key Staff Positions would also apply to those capabilities for which there is an industry shortage.**

- 3.1 Tenderers are to identify Key Staff Positions for any resultant Contract (Support) based on the activities in the draft Contract (Support) and the perceived risks.
- 3.2 For each Key Staff Position identified in response to clause 3.1, tenderers are to provide, in the tenderer'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 Tenderers are to identify the numbers of staff meeting the person components of the position/person specifications for each Key Staff Position identified in response to clause 3.1 for the organisational entity (including proposed Subcontractors (Support)), and the numbers of staff actually executing the relevant tasks of the Key Staff Positions their current roles.

**Note to drafters: Choose an option based on the need to identify Key Persons, by name, in the tender response. Having named individuals can improve confidence in tender responses, but**

## ANNEX A TO ATTACHMENT C

**may have less relevance if Operative Date will not occur in the short term; for example, if the Contract (Support) commences several years after a Contract (Acquisition).**

**Option A: Include when potential Key Persons do not need to be identified by name.**

3.4 Tenderers are to describe their strategy to fill the Key Staff Positions identified in response to clause 3.1.

**Option B: Include when potential Key Persons are to be identified by name.**

3.5 Tenderers are to nominate the Key Persons proposed to fill the Key Staff Positions identified in clause 3.1. Tenderers 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.

3.6 Where the tenderers do not nominate personnel to fill the Key Staff Positions in response to clause 3.5, tenderers are to describe their strategy to fill the Key Staff Positions.

#### 4. RISK MANAGEMENT (CORE)

**Note to tenderers: The Commonwealth needs to understand the tenderer's assessment of the risks associated with the implementation of any resultant Contract (Support).**

- 4.1 Tenderers are to provide a detailed risk assessment for the performance of any resultant Contract (Support) which:
- a. identifies the risks associated with the tendered proposal, including technical, commercial, legal, financial, operational 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 (in response to clause 4.1a), indicates how the tenderer proposes to reduce, accept or otherwise manage that risk.

#### 5. QUALITY STATEMENT (CORE)

*Draft SOW reference: clause 11*

**Note to tenderers: The successful tenderer will be required to have, at the Operative Date, a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2015 'Quality Management Systems – Requirements'. The QMS for any resultant Contract (Support) will require a Certification scope that is appropriate for the work to be undertaken.**

**If Software and firmware design changes are included in the draft Contract (Support) scope, the QMS will need to be structured to control software development by the application of suitable guidelines or development standards agreed by the Commonwealth. Examples of suitable software development guidelines include the 'Standards Association of Australia (SAA) Handbook HB 90.9 Software Development - Guide to ISO 9001:2000' or similar guidelines published by appropriate standards bodies and as agreed to by the Commonwealth Representative.**

**Tenderers may be required to undergo an assessment by the Commonwealth of their QMS if deemed necessary, as part of the tender evaluation.**

**The response to this Quality Statement should be no more than five pages of text (not including printed material, such as certificates, other relevant approvals and exclusions details). Tenderers should not provide a Quality plan or manual in their response as these will not be considered in the tender evaluation.**

- 5.1 Tenderers are to provide information on their QMS, including details of their Certification status, the current Certification level and scope, and the Certification body providing the Certification. Tenderers are to include copies of any certificates issued, and recognition by other organisations (ie, an ADF regulatory / assurance authority) relevant to the draft Contract (Support).

## ANNEX A TO ATTACHMENT C

- 5.2 If the tenderer's QMS is Certified to AS/NZS ISO 9001:2015, tenderers are to provide copies of those parts of their quality manual which describe and justify permissible exclusions under section 1.2 of the standard.
- 5.3 If the tenderer's QMS has not yet achieved Certification to AS/NZS ISO 9001:2015, tenderers are to describe arrangements to obtain Certification, including timescale, the proposed Certification body and the standard to be attained.
- 5.4 Tenderers are to provide a statement detailing how the scope of their Certified QMS is to be applied to the overall scope of work under any resultant Contract (Support). The statement should identify how any out-of-scope activities will be managed and verified (eg, by the development of new capabilities, by subcontracting, etc).
- 5.5 If Engineering Services are required under the draft Contract (Support), tenderers are to describe how the QMS is structured to control the design and development (ie, modification) of hardware and Software by the application of a suitable development or guidance standard to any resultant Contract (Support).
- 5.6 Tenderers are to identify each proposed Subcontractor (Support) (if any) expected to perform hardware or Software design, development, production or installation activities, or safety-critical Maintenance activities, and describe how the Quality of their work would be assured (eg, Subcontractor QMS, independent Quality assurance agents, or by other means).

## 6. PROBLEMATIC SUBSTANCES AND PROBLEMATIC SOURCES (CORE)

*Draft SOW (Support) reference: clause 12.1*

**Note to tenderers: Commonwealth policy on Problematic Substances is detailed in the Defence Safety Manual. Commonwealth policy on Problematic Sources is detailed in the Defence Radiation Safety Manual. Problematic Substances (that are required to be Approved Substances) and Problematic Sources to be used in providing Services will require the Approval of the Commonwealth Representative. Such Approval will not be granted if the use of the substance or source infringes any legislation of the Commonwealth, State or Territory of Australia.**

**Note to drafters: Identify significant example Problematic Substances that a contractor may be required to use in accordance with Product information (eg, Maintenance manuals) that will be supplied (ie, as GFI/GFD) or specified by the Commonwealth (eg, OEM manuals). Where the list is extensive, include a sample list spanning the different classes, or a listing of the applicable classes, for those Problematic Substances with higher risk categories (eg, 'flammable liquid 3, oxidising agent 5.1').**

- 6.1 Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract (Support) to manage the safe use, handling, storage and disposal of Problematic Substances, such as:
- [DRAFTER TO INSERT SUBSTANCE OR CLASS AND CATEGORY]; and
  - [DRAFTER TO INSERT SUBSTANCE OR CLASS AND CATEGORY].

**Note to drafters: Identify the Problematic Sources (eg, 'laser class 3R') that a contractor may be required to use and/or that are included in CMCA (eg, operative checks for repaired Products performed in accordance with specified Maintenance manuals) or that a contractor may be required to store (eg, radioactive material). If no Problematic Sources are applicable to the Services, replace the following clause with 'Not used'.**

- 6.2 Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract (Support) to manage the safe use, handling and/or storage of Problematic Sources, such as:
- [DRAFTER TO INSERT SOURCE OR CLASS]; and
  - [DRAFTER TO INSERT SOURCE OR CLASS].
- 6.3 Tenderers are to identify any known Problematic Substances that would require Approval under clause 12.1.1.1 of the draft SOW (Support), or any known Problematic Sources that would require Approval under clause 12.1.4 of the draft SOW (Support), but which are not addressed by clauses 6.1 or 6.2. If so, tenderers are to identify the Problematic Substances

**ANNEX A TO ATTACHMENT C**

and Problematic Sources, identify the purposes for which they will be used and describe the system(s) and processes that would be applied under any resultant Contract (Support) to manage the safe use, handling, storage and disposal of those Problematic Substances or Problematic Sources (as applicable) if not already addressed in the response to clauses 6.1 or 6.2.

**7. FACILITY AND INFORMATION AND COMMUNICATIONS TECHNOLOGY SYSTEMS SECURITY ACCREDITATION (OPTIONAL)**

*Draft COC (Support) reference: clause 11.10*

**Note to drafters: Include this clause if any requirement for Facility or ICT Accreditation has been specified at Item 18 of the Details Schedule in the draft COC (Support). Classified information should not be included as part of an RFT, except in exceptional circumstances. If the RFT is to include classified information, drafters should consult with their Security Officer.**

**Note to tenderers: Refer to the Details Schedule in the draft COC (Support) for details regarding the security classification and categorisation of work, and the facility accreditations and Information and Communications Technology (ICT) system accreditations (if any) that are required for the performance of any resultant Contract (Support).**

**For further information on Communications Security (COMSEC), classification, categorisation and accreditations, and for access to the Defence Security Principles Framework (DSPF), tenderers should contact the Contact Officer specified in the Tender Details Schedule.**

- 7.1 Tenderers are to provide the following details for all premises proposed in their tender that will be used for the storage of classified documents, classified assets, or the housing of ICT systems for the processing of data, with a Security Classification or Business Impact Level up to and including the level identified in the Details Schedule in the draft COC (Support):
- a. physical address of facility;
  - b. facility accreditation(s) held (type and level), when granted and by whom; and
  - c. ICT system accreditation(s) held (type and level), when granted and by whom.
- 7.2 If appropriate accreditations are not held, then tenderers are to indicate their willingness to undergo the procedures for obtaining the requisite accreditations.
- 7.3 Tenderers are to provide the above information in relation to all Subcontractors who will require access to security classified information.

**8. GOVERNMENT FURNISHED SERVICES (OPTIONAL)**

*Draft COC reference: clause 3.9  
Attachment E to the draft COC (Support)*

**Note to drafters: Include this clause if clause 3.9 has been included in the draft COC (Support).**

**Option: For when the Commonwealth is mandating or proposing GFS.**

**Note to tenderers: All GFS that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft COC (Support).**

**Option: For when the Commonwealth will allow tenderers to propose GFS.**

**Note to tenderers: Additional GFS may be proposed by tenderers for the purposes of any resultant Contract (Support).**

- 8.1 Tenderers are to provide the following details:
- a. details of the proposed use of the GFS;
  - b. any assumptions (eg, cost, schedule etc) that tenderers have made in their tender relevant to use of that GFS; and
  - c. any other requirements or arrangements that tenderers would require relevant to use of that GFS.

**ANNEX A TO ATTACHMENT C**

**Note to tenderers: In relation to any Commonwealth or tenderer proposed GFS, tenderers are to specify in TDR A-D-2, the additional cost elements to be added to the tendered price should any or all of the GFS not be made available.**

8.2 Tenderers are to state their compliance with the dates and time periods proposed by the Commonwealth in Attachment E to the draft COC (Support) or provide an alternative proposal.

**9. PERFORMANCE MANAGEMENT (CORE)**

9.1 If a tenderer wishes to submit an alternative proposal in relation to any aspect of the performance management framework in the draft Contract (Support), the tenderer is to comply with clause 2.15 of the COT.

9.2 The aspects of the performance management framework that may be the subject of an alternative proposal may include:

- a. the Review Periods;
- b. the KPIs;
- c. the weightings for the KPIs;
- d. the Performance Implementation Period;
- e. Performance Incentives; and
- f. the OPMs.

**10. CONTINUOUS IMPROVEMENT AND EFFICIENCY (CORE)**

10.1 Tenderers are to provide an overview of how the Continuous Improvement and Efficiencies (CIE) Program will be managed, including:

- a. the program requirements for the analysis of potential Efficiencies and the preparation and processing of Efficiencies Analysis Implementation Reports (EAIRs);
- b. the methodology, systems, processes, and tools to be used for undertaking the CIE Program, including for managing the implementation of Approved Efficiencies;
- c. the mechanisms to be used to enable the Contractor (Support) to monitor the plan for implementing each Approved Efficiency and how deviations from the plan will be recognised and acted upon; and
- d. the mechanisms to be used to report implementation progress for an Approved Efficiency to all stakeholders, including the Commonwealth.

10.2 Tenderers are to provide a statement regarding the proposed CIE program for any resultant Contract (Support), including details of a proposed regime that would promote the ongoing identification and implementation of Efficiencies over the life of the Contract (Support), while achieving the Commonwealth's goals of reduced Total Cost of Ownership and, where necessary, enhancement of the Capability.

## ANNEX B TO ATTACHMENT C

## SUPPORT SERVICES MANAGEMENT (CORE)

**Note to drafters: Where a tender data requirement is not applicable to the draft Contract (Support) or is unlikely to discriminate between tenders, the heading should be retained and the details below the heading replaced with 'Not used' (to maintain cross-references and the TRDL structure).**

**Note to tenderers: Within this TDR C-B, reference in a DID to the Contractor, another entity or a particular document is to be read as a reference to the tenderer, the proposed entity or the proposed document.**

## 1. SUPPORT SERVICES MANAGEMENT (CORE)

**Note to tenderers: The Commonwealth needs to understand:**

- a. how the tenderer plans to manage and conduct the work defined in the draft SOW;
- b. the tenderer's proposed organisational structure, including proposed Subcontractors (Support);
- c. the tenderer's approach to risk management; and
- d. other topics to be addressed in the draft SSMP, as listed in Table C-B-1 below.

**The draft SSMP may include aspects of other plans that are identified as stand-alone plans in the draft Contract (Support); however, for tender purposes, the related planning is addressed through the draft SSMP. For the successful tenderer, responses to some TDRs (eg, TDR C-A-3, Key Staff Positions) will be relevant to the finalisation of the SSMP for any resultant Contract.**

**Note to drafters: Table 1 should be reviewed and tailored as required. Drafters should avoid overlap with other TDRs.**

- 1.1 Tenderers are to provide a draft SSMP in accordance with at least the sections of DID-SSM-SSMP listed in Table C-B-1.

**Table C-B-1: Tender Response Requirements for the draft SSMP**

Section	Name / subject and modifications to scope
6.2.3	Organisation (6.2.3.1 and 6.2.3.2 only)
6.2.5	Structure of Contractor Plans
6.2.8	Planning and Control
6.2.9	Recurring and Ad Hoc Services – Specific Management Mechanisms (6.2.9.1 and 6.2.9.3, and 6.2.9.2 if applicable to the draft COC (Support))
6.2.10	<b>Note to drafters: Delete this row if a draft V&amp;VP is required by TDR C-B-2.</b> Performance Measurement (6.2.10.1a and b only)
6.2.11	Risk Management (6.2.11.1 and 6.2.11.2a to 6.2.11.2d only) <b>Note: An initial risk assessment is required by TDR C-A-4.</b>
6.2.12	Risk Register (6.2.12.1 only)
6.2.15	Customer Interface
6.2.19	<b>Note to drafters: Delete this row if Surge Management is not a tender discriminator or if a draft SMP is required by TDR C-B-4.</b> Surge Management
6.2.20	Communications Management (6.2.20.1 and 6.2.20.3 only)
6.2.26	Technical Data Management (6.2.26.1a and 6.2.26.2 only)



## ANNEX B TO ATTACHMENT C

Section	Name / subject and modifications to scope
6.2.27	Commonwealth Assets Stocktaking Plan (6.2.27.1a, 6.2.27.1b and 6.2.27.2 only)
6.3.1	<b>Note to drafters: Delete this row if Operating Support management is not a tender discriminator, or if a draft OSP is required by TDR C-B-7</b> Operating Support Management (6.3.1.1b and c only)
6.3.2	<b>Note to drafters: Delete this row if Engineering management is not a tender discriminator, or if a draft CEMP is required by TDR C-B-8</b> Engineering Management (6.3.2.1c, d, e, h and j only)
6.3.3	<b>Note to drafters: Delete this row if Maintenance management is not a tender discriminator, or if a draft MMP is required by TDR C-B-13</b> Maintenance Management (6.3.3.1c, d and f only)
6.3.4	<b>Note to drafters: Delete this row if Supply management is not a tender discriminator, or if a draft SSP is required by TDR C-B-14.</b> Supply Management (6.3.4.1c and d only)
6.3.5	<b>Note to drafters: Delete this row if Training management is not a tender discriminator, or if a draft TSP is required by TDR C-B-15</b> Training Management (6.3.5.1b and c only)
	[INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER]

## 2. VERIFICATION AND VALIDATION (CORE)

**Note to drafters: For tender purposes the requirement for V&V planning is 'CORE' but it may be sought in one of two ways. Drafters can:**

- a. **request a draft V&VP by tailoring Table C-B-2 as required, and by deleting 'Performance Measurement' from Table C-B-1; or**
- b. **request that 'Performance Measurement' be addressed in the draft SSMP (in TDR C-B-1 above) even if the draft Contract (Support) requires a stand-alone V&VP, and replace this TDR C-B-2 with 'Not used'.**

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The objectives of seeking a draft Verification and Validation Plan (V&VP) are:**

- a. **to understand the tenderer's approach to measuring and reporting against the Key Performance Indicators and Other Performance Measures, if applicable;**
- b. **to ensure that the performance assessment process is clearly understood; and**
- c. **to ensure that both parties have a common understanding of the issues and risks with the performance measurement and assessment processes.**

**Refer to TDR C-A-9 in regards to Performance Management.**

- 2.1 Tenderers are to provide a draft V&VP in accordance with at least the sections of DID-V&V-V&VP listed in Table C-B-2.

**Table C-B-2: Tender Response Requirements for the draft V&VP**

Section	Name / subject and modifications to scope
6.2.2	V&V Organisation
6.2.3	V&V Management (6.2.3.1 to 6.2.3.3, and 6.2.3.6 if applicable to the draft COC (Support))
6.2.4	Performance Measurement (6.2.4.1 to 6.2.4.3 only)

## ANNEX B TO ATTACHMENT C

Section	Name / subject and modifications to scope
6.2.5	Time-Variant or Phase-Variant Performance Measures (if applicable to the draft COC (Support), 6.2.5.1a only)
	[INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER]

## 3. PHASE IN AND RAMP UP (OPTIONAL)

**Note to tenderers: The objectives of seeking a draft Phase In Plan (PHIP) are:**

- a. to understand the plans, methodologies, processes and activities proposed by the tenderer to ensure a coordinated phase-in, leading up to the commencement of Services, and a smooth transition from the outgoing service provider or acquisition contractor (as applicable); and
- b. to help to establish the ground rules for the Phase In of management responsibilities to the successful tenderer (including, for example from the outgoing contractor and subcontractors).

**For the successful tenderer, the draft Phase In Plan will be required to be updated with sufficient detail to enable it, subject to pre-contract work and Approval, to form part of the Contract (Support) at the Effective Date.**

**Note to drafters: Table C-B-3 and Table C-B-4 should be reviewed and tailored as required. Drafters should avoid overlap with other TDRs.**

- 3.1 Tenderers are to provide a draft PHIP in accordance with at least the sections of DID-SSM-PHIP listed in Table C-B-3.

**Table C-B-3: Tender Response Requirements for the draft PHIP**

Section	Name / subject and modifications to scope
6.2.1	General
6.2.2	Phase In Organisation
6.2.3	Phase In Overview
6.2.4	Detailed Phase In Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a to d and 6.2.4.3j only)
	[INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER]

**Note to drafters: If the draft Contract (Support) does not include Ramp Up (refer SOW (Support) clause 2.7) then the following note, clause and Table C-B-4 should be deleted. If Ramp Up is required but no Ramp Up events are included in Annex B to Attachment B to the draft COC (Support), then paragraph b in the following note to tenderers should be deleted.**

**Note to tenderers: The objectives of seeking a draft Ramp Up Management Plan (RUMP) are:**

- a. to understand the plans, methodologies, processes and activities proposed by the tenderer to ensure a coordinated ramp up of Services and a smooth transition from the outgoing service provider or acquisition contractor (as applicable); and
- b. to ensure that both parties have a common understanding of Ramp Up requirements, including requirements for specific Ramp Up events (eg, Milestones), if applicable.

**Refer to Annex B to Attachment B to the draft COC (Support) regarding potential Ramp Up events.**

- 3.2 Tenderers are to provide a draft RUMP in accordance with at least the sections of DID-SSM-RUMP listed in Table C-B-4.

**Table C-B-4: Tender Response Requirements for the draft RUMP**

Clause	Name
6.2.1	General
6.2.2	Ramp Up Overview

## ANNEX B TO ATTACHMENT C

Clause	Name
6.2.3	Ramp Up Management and Organisational Change
6.2.4	Detailed Ramp Up Activities (6.2.4.1, 6.2.4.2, 6.2.4.3a to e and 6.2.4.3j only)
6.2.8	Ramp Up Milestone Checklists (6.2.8.1a and b only, except that, for the tender version of the plan, separate annexes are not required)
	[INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER]

## 4. SURGE (OPTIONAL)

**Note to drafters:** If Surge management is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note, clause and Table C-B-5 can be replaced with 'Not used'. If Surge management is required in tenders, drafters can:

- a. request a draft Surge Management Plan (SMP) by tailoring the Table C-B-5; or
- b. request that Surge management to be addressed in the draft SSMP Table C-B-1 (TDR-C-B-1), even if the draft Contract requires a stand-alone SMP, and replace this TDR C-B-4 with 'Not used'.

The approach taken should be based on the detail required and avoid overlap with other TDRs.

Drafters are to ensure that Glossary definitions for Exigency and Contingency are updated and that any necessary supplementary information is provided.

**Note to tenderers:** The objective of seeking a draft Surge Management Plan (SMP) is to understand how the tenderer would meet Surge requirements under any resultant Contract (Support).

- 4.1 Tenderers are to provide a draft SMP in accordance with at least the sections of DID-SSM-SMP listed in Table C-B-5.

**Table C-B-5: Tender Response Requirements for the draft SMP**

Section	Name / subject and modifications to scope
6.2.2	Surge Management Organisation (except that, for the tender version, individuals are to be identified by position only)
6.2.3	Surge Management Systems and Processes (6.2.3.1 to 6.2.3.2 only)
6.2.6	Surge Limitations
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

## 5. ENVIRONMENTAL MANAGEMENT STATEMENT (OPTIONAL)

**Note to drafters:** If the draft Contract (Support) does not include environmental management requirements then the following clauses should be deleted and replaced with 'Not used'.

- 5.1 Tenderers are to briefly describe their environmental management policies and processes that would be applied to the scope of work defined in the draft Contract (Support).
- 5.2 Tenderers are to briefly describe their Environmental Management System (ENVMS), including details of its scope, with respect to the draft Contract (Support), and audit regime.
- 5.3 Tenderers are to identify any Authorisations relating to the Environment that will be required for the work proposed under the draft Contract (Support), if applicable, and describe how the tenderer proposes to obtain all Authorisations not currently held.

## 6. WORK HEALTH AND SAFETY MANAGEMENT STATEMENT (CORE)

- 6.1 Tenderers are to briefly describe how their WHS policies and processes, including safety risk assessment procedures, would be applied to the scope of work defined in the draft Contract (Support).

**ANNEX B TO ATTACHMENT C**

- 6.2 For work proposed under the draft Contract (Support) that will be performed in accordance with WHS Legislation, tenderers are to briefly describe their WHS Management System (WHSMS), including details of its scope, with respect to the draft Contract (Support), and audit regime. If the WHSMS is certified, tenderers are to provide copies of the applicable certificate(s).
- 6.3 For work proposed under the draft Contract (Support) that will be performed in accordance with WHS Legislation, tenderers are to identify any Authorisations relating to WHS that it will require for the work proposed under the draft Contract (Support), and describe how the tenderer proposes to obtain all applicable Authorisations not currently held.

**7. OPERATING SUPPORT (OPTIONAL)**

**Note to drafters: If Operating Support is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note, clause and Table C-B-6 should be replaced with 'Not used'. If Operating Support information is required in tenders, drafters can;**

- a. request a draft OSP by tailoring Table 6 as required, and by deleting 'Operating Support Management' from Table C-B-1; or
- b. request that 'Operating Support' be addressed in the draft SSMP from Table C-B-1 (TDR C-B-1), even if the draft Contract (Support) requires a stand-alone OSP, and replace this TDR C-B-7 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's strategy for the management of Operating Support, and any associated risks, using the draft plan specified.**

- 7.1 Tenderers are to provide a draft Operating Support Plan (OSP) in accordance with at least the sections of DID-OPS-OSP listed in Table 6.

**Table C-B-6: Tender Response Requirements for the draft OSP**

Section	Name / subject and modifications to scope
6.2.1	OSP Outline
6.2.4	Operating Support Management System (6.2.4.1 only)
6.2.5	Operating Support Activities
6.2.7	Skills Acquisition and Retention
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

**8. CONTRACTOR ENGINEERING MANAGEMENT (OPTIONAL)**

**Note to drafters: If Engineering Support is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note, clauses and Table C-B-7 should be replaced with 'Not used'. If Engineering Support information is required in tenders, drafters can;**

- a. request a draft CEMP by selecting Option A below, tailoring Table C-B-7 as required, and by deleting Option B and deleting 'Engineering Management' from Table C-B-1;
- b. request a sample CEMP by selecting Option B below, and by deleting Option A and deleting 'Engineering Management' from Table C-B-1; or
- c. request that 'Engineering Management' be addressed in the draft SSMP (TDR C-B-1), even if the draft Contract (Support) requires a stand-alone CEMP, and replace Attachment C, TDR C-B-8 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's engineering strategy, management and approach, along with any associated risks, through the plans, procedures,**

## ANNEX B TO ATTACHMENT C

**methods and processes documented in the [...INSERT 'draft Contractor Engineering Management Plan' OR 'sample Contractor Engineering Management Plan'...] (CEMP).**

**If the tenderer plans to Subcontract significant Engineering Support activities, the response should include plans for monitoring Subcontractors (Support) and the integration and control of the Engineering Support Services provided by Subcontractors (Support).**

**Option A: For when the tenderer is to provide a draft CEMP for tender purposes.**

- 8.1 Tenderers are to provide a draft CEMP in accordance with at least the sections of DID-ENG-CEMP listed in Table C-B-7.

**Note to drafters: Table C-B-7 forms part of Option A.**

**Table C-B-7: Tender Response Requirements for the draft CEMP**

Clauses	Name
6.2.2	Introduction
6.2.3	Engineering Organisation Structure
6.2.4	Engineering Support Management (6.2.4.1, 6.2.4.2 and 6.2.4.7 only)
6.2.5	Engineering Information System
6.2.8	Personnel (6.2.8.1, 6.2.8.2 and 6.2.8.4 (if applicable))
6.2.9	Subcontractor and Support Network Management
6.2.10	Data and Records Management (6.2.11.2 only)
6.3.2	Software Support (6.3.2.1a(ii), b and c only)
6.3.3	In-Service Materiel Safety (System Safety) Program
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

**Option B: For when the tenderer is to provide a sample engineering management plan.**

- 8.2 Tenderers are to provide a sample CEMP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

## 9. ENGINEERING ORGANISATION AND SYSTEM COMPLIANCE (OPTIONAL)

**Note to drafters: This clause should be included when, under any resultant Contract (Support), the Contractor (Support) will need to demonstrate that their engineering organisation and systems comply with an ADF regulatory / assurance framework. Refer to clause 5.4 of the draft SOW (Support) when considering this requirement. If not required, the clause should be replaced with 'Not used'.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's ability to comply with the ADF regulatory / assurance framework, applicable to the required Engineering Services, based on current and previous compliance with ADF and/or similar regulatory / assurance regimes.**

- 9.1 Tenderers are to provide details of any formal recognitions, by a Defence authority (eg, DASA, DTR-A or NMSwAA) or applicable industry regulatory body or accreditation agency, of the organisation's capability to provide Engineering Services including:
- recognitions of compliance with regulatory, assurance or other industry standards frameworks applicable to the required Engineering Services and relevant to the ADF regulatory / assurance framework identified at clause 5.4 of the draft SOW (Support);
  - the regulatory / standards organisation from which a statement of formal recognition (eg, authorisation, certification or licence) was issued; and
  - the applicability of the tenderer's formally recognised capabilities to the ADF regulatory / assurance framework requirements identified at clause 5.4 of the draft SOW (Support).

## ANNEX B TO ATTACHMENT C

## 10. MAINTENANCE ORGANISATION AND SYSTEM COMPLIANCE (OPTIONAL)

**Note to drafters:** *This clause should be included when, under any resultant Contract (Support), the Contractor (Support) will need to demonstrate that their Maintenance organisations and systems comply with an ADF regulatory / assurance framework. Refer to clause 6.4 of the draft SOW (Support) when considering this requirement. If not required, the clause should be replaced with 'Not used'.*

**Note to tenderers:** *The Commonwealth intends to assess the tenderer's ability to comply with the ADF regulatory / assurance framework, applicable to the required Maintenance Services, based on current and previous compliance with ADF and/or similar regulatory / assurance regimes.*

- 10.1 Tenderers are to provide details of any formal recognitions, by a Defence authority (eg, DASA, DTR-A or NMSwAA) or applicable industry regulatory body or accreditation agency, of the organisation's capability to provide Maintenance Services including:
- a. recognitions of compliance with a regulatory, assurance or other industry standards frameworks applicable to the required Maintenance Services and relevant to the ADF regulatory / assurance framework identified at clause 6.4 of the draft SOW (Support);
  - b. the regulatory / standards organisation from which a statement of formal recognition (eg, authorisation, certification or licence) was issued; and
  - c. the application of the tenderer's formally recognised capabilities to the ADF regulatory / assurance framework requirements identified at clause 6.4 of the draft SOW (Support).

## 11. SOFTWARE SUPPORT (OPTIONAL)

**Note to drafters:** *If Software support is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note and clauses should be replaced with 'Not used'. If Software support information is required in tenders, drafters can:*

- a. *request a draft SWSP by selecting Option A below, tailoring as required, and by deleting Option B and deleting 'Software Support' from Table C-B-7 (the draft CEMP);*
- b. *request a sample SWSP by selecting Option B below, and by deleting Option A and deleting 'Software Support' from Table C-B-7; or*
- c. *request that 'Software Support' be addressed in the draft CEMP (TDR C-B-8), even if the draft Contract (Support) requires a stand-alone SWSP, and replace TDR C-B-11 with 'Not used'.*

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers:** *The Commonwealth intends to assess the tenderer's Software support strategy, management and approach, along with any associated risks, through the procedures,*

## ANNEX B TO ATTACHMENT C

**methods and processes documented in the [...INSERT 'draft Software Support Plan' or 'sample Software Support Plan'...] (SWSP).**

**Option A: For when the tenderer is to provide a draft SWSP for tender purposes.**

- 11.1 The tenderer is to provide a draft SWSP that addresses the following sections of Appendix B to MIL-HDBK-1467 (where the 'Life Cycle Software Engineering Environment User's Guide' is to be read as the 'Software Support Plan'):
- a. introduction;
  - b. applicable documents (including government and non-government documents);
  - c. general description (of the Life Cycle Software Engineering Environment);
  - d. Software structure;
  - e. a summary of the following sections (from the functional operating instructions):
    - (i) Software performance evaluation;
    - (ii) system and Software generation;
    - (iii) change development and testing; and
    - (iv) Software integration; and
  - f. [INSERT ANY ADDITIONAL REQUIREMENTS FOR TENDER].
- 11.2 If a tenderer plans to Subcontract significant Software support activities, the draft SWSP is to include plans for monitoring Subcontractor (Support) and the integration and control of the Software support services provided by those Subcontractors (Support).

**Option B: For when the tenderer is to provide a sample SWSP (or equivalent).**

- 11.3 The tenderer is to provide a sample SWSP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

## 12. SYSTEMS SAFETY PROGRAM (OPTIONAL)

**Note to drafters: If an in-service Materiel Safety / systems safety program is not required under the draft Contract (Support) (refer DSD-ENG-SERV), or is unlikely to discriminate between tenders, the following note, clauses and Table C-B-8 should be replaced with 'Not used'. If Materiel Safety program information is required in tenders, drafters can;**

- a. request a draft IMSP by selecting Option A below, tailoring Table C-B-8 as required and by deleting Option B and deleting 'In-Service Materiel Safety (System Safety) Program' from Table C-B-7;
- b. request a sample IMSP by selecting Option B below, and by deleting Option A and deleting 'In-Service Materiel Safety (System Safety) Program' from Table C-B-7; or
- c. request that 'In-Service Materiel Safety' be addressed in the draft CEMP (TDR C-B-8), even if the draft Contract (Support) requires a stand-alone IMSP, and replace TDR C-B-12 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's system safety program management and approach, along with any associated risks, through the procedures, methods**

## ANNEX B TO ATTACHMENT C

**and processes documented in the [...INSERT 'draft In-service Materiel Safety Plan' or 'sample In-service Materiel Safety Plan'...] (IMSP).**

**If the tenderer plans to Subcontract significant Materiel Safety-related activities, the response should include plans for monitoring Subcontractors (Support) and the integration and control of Materiel Safety Services provided by Subcontractors (Support).**

**Option A: For when the tenderer is to provide a draft IMSP for tender purposes.**

- 12.1 The tenderer is to provide a draft IMSP in accordance with at least the sections of DID-ENG-IMSP listed in Table C-B-8.

**Note to drafters: Table 8 forms part of Option A.**

**Table C-B-8: Tender Response Requirements for the draft IMSP**

Clause	Name
6.2.2	Applicable Documents (only documents not listed in the draft Contract)
6.2.4	System Safety Organisation and Roles
6.2.5	System Safety Program Integration
6.2.6	System Safety Program Activities (6.2.6.1, 6.2.6.3 and 6.2.6.4 only)
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

**Option B: For when the tenderer is to provide a sample IMSP (or equivalent).**

- 12.2 The tenderer is to provide a sample IMSP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

### 13. MAINTENANCE MANAGEMENT (OPTIONAL)

**Note to drafters: If Maintenance Support is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note, clauses and Table C-B-9 should be replaced with 'Not used'. If Maintenance Support information is required in tenders, drafters can:**

- a. request a draft MMP by selecting Option A below, tailoring Table C-B-9 as required, and by deleting Option B and deleting 'Maintenance Management' from Table C-B-1
- b. request a sample MMP by selecting Option B below, and by deleting Option A and deleting 'Maintenance Management' from Table C-B-1; or
- c. request that 'Maintenance Management' be addressed in the draft SSMP (TDR C-B-1), even if the draft Contract (Support) requires a stand-alone MMP, and replace TDR C-B-13 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Maintenance management strategy and approach, along with any associated risks, through the procedures, methods and processes documented in the [...INSERT 'draft Maintenance Management Plan' or 'sample Maintenance Management Plan'...] (MMP).**

**If the tenderer plans to Subcontract significant maintenance activities, the response should include plans for the monitoring of Subcontractors (Support) and the integration and control of Maintenance Services provided by Subcontractors (Support).**

**Option A: For when the tenderer is to provide a draft MMP for tender purposes.**

- 13.1 The tenderer is to provide a draft MMP in accordance with at least the sections of DID-MNT-MMP listed in Table C-B-9.

**Note to drafters: Table C-B-9 forms part of Option A.**

**Table C-B-9: Tender Response Requirements for the draft MMP**



## ANNEX B TO ATTACHMENT C

Clause	Name
6.2.2	Introduction
6.2.3	Maintenance Organisation Structure
6.2.4	Maintenance Support Management (6.2.4.1 and 6.2.4.2 only)
6.2.5	Maintenance Management System (6.2.5.1 and 6.2.5.4 only)
6.2.6	Maintenance Activities
6.2.7	Personnel (6.2.7.1 to 6.2.7.3 and 6.2.5.7 only)
6.2.9	Subcontractor and Support Network Management
6.2.10	Maintenance Technical Data and Documentation (6.2.10.1 only, except prepared as a summary when referring to Technical Data in draft SOW (Support) Annex D)
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

**Option B: For when the tenderer is to provide a sample MMP (or equivalent).**

- 13.2 The tenderer is to provide a sample MMP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

#### 14. SUPPLY SUPPORT (OPTIONAL)

**Note to drafters: If Supply Support is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note, clauses and Table C-B-10 should be replaced with 'Not used'. If Supply Support information is required in tenders, drafters can:**

- a. request a draft SSP by selecting Option A below, tailoring Table C-B-10 as required, and by deleting Option B and deleting 'Supply Management' from Table C-B-1;
- b. request a sample SSP by selecting Option B below, and by deleting Option A and deleting 'Supply Management' from Table C-B-1; or
- c. request that 'Supply Management' be addressed in the draft SSMP (TDR C-B-1), even if the draft Contract (Support) requires a stand-alone SSP, and replace TDR C-B-14 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Supply Support management strategy, and approach, along with any associated risks, through the procedures, methods and processes documented in the [... INSERT 'draft Supply Support Plan' or 'sample Supply Support Plan'...] (SSP).**

**If the tenderer plans to subcontract significant Supply Support activities, the response should include plans for the monitoring of Subcontractors (Support) and the integration and control of Supply Support Services provided by Subcontractors (Support).**

**Option A: For when the tenderer is to provide a draft SSP for tender purposes.**

- 14.1 The tenderer is to provide a draft SSP in accordance with at least the sections of DID-SUP-SSP listed in Table C-B-10.

**Note to drafters: Table 10 forms part of Option A.**

**Table C-B-10: Tender Response Requirements for the draft SSP**

Clause	Name
6.2.1	SSP Outline
6.2.2	Supply Support Organisation
6.2.3	Supply Support Management (6.2.3.1 and 6.2.3.2 only)

## ANNEX B TO ATTACHMENT C

Clause	Name
6.2.4	Supply Management System (6.2.4.1 and 6.2.4.2 only)
6.2.6	Subcontractor Management
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

**Option B: For when the tenderer is to provide a sample SSP (or equivalent).**

- 14.2 The tenderer is to provide a sample SSP (or equivalent) developed and used by the tenderer for another support contract of similar type, scope and complexity.

**15. TRAINING SUPPORT (OPTIONAL)**

**Note to drafters: If Training Support is not required under the draft Contract (Support), or is unlikely to discriminate between tenders, the following note, clauses and Table C-B-11 should be replaced with 'Not used'. If Training Support information is required in tenders, drafters can:**

- a. request a draft TSP by selecting Option A below, tailoring Table C-B-11 as required, and by deleting Option B and deleting 'Training Management' from Table C-B-1;
- b. request a sample TSP by selecting Option B below, and by deleting Option A and deleting 'Training Management' from Table C-B-1; or
- c. request that 'Training Management' be addressed in the draft SSMP (TDR C-B-1), even if the draft Contract (Support) requires a stand-alone TSP, and replace TDR C-B-15 with 'Not used'.

**The approach taken should be based on the detail required and avoid overlap between TDRs.**

**Amend the note to tenderers as appropriate.**

**Note to tenderers: The Commonwealth intends to assess the tenderer's Training Support management strategy and approach, along with any associated risks, through the procedures, methods and processes documented in the [...INSERT 'draft Training Support Plan' OR 'sample Training Support Plan'...] (TSP).**

**Option A: For when the tenderer is to provide a draft TSP for tender purposes.**

- 15.1 The tenderer is to provide a draft TSP in accordance with at least the sections of DID-TNG-TSP listed in Table C-B-11.

**Note to drafters: Table C-B-11 forms part of Option A.**

**Table C-B-11: Tender Response Requirements for the draft TSP**

Clause	Name
6.2.1	TSP Outline
6.2.2	Training Support Organisation
6.2.3	Training Support Management (6.2.3.1, 6.2.3.2, and 6.2.3.4 (if applicable))
6.2.4	Training Management System (6.2.4.1 and 6.2.4.2 only)
6.2.6	Subcontractor Management
6.2.7	Training Staff Qualifications and Experience (6.2.7.1 only)
	[INSERT ANY ADDITIONAL DATA REQUIRED FOR TENDER]

## ANNEX B TO ATTACHMENT C

**Option B: For when the tenderer is to provide a sample TSP (or equivalent).**

- 15.2 The tenderer is to provide a sample TSP (or equivalent) developed and used by the tenderer for another contract of similar type, scope and complexity.

**16. STATEMENT OF RELEVANT EXPERIENCE (CORE)**

***Note to tenderers: The Commonwealth intends to assess the tenderer's recent experience in conducting similar support programs of equivalent type, scope and technical complexity in order to assist with the assessment of risk associated with the tenderer's proposal.***

- 16.1 Tenderers are to outline recent relevant experience in conducting similar support programs of equivalent type, scope and technical complexity.
- 16.2 Tenderers are to describe for at least one, but preferably three, reference contracts and the type, scope and technical complexity of the support programs undertaken. The details should describe the reference contracts in terms of the services being provided and the mission, functionality, safety criticality, technology and other characteristics of the products being supported. Where relevant, comparisons between reference contracts and the draft Contract (Support) should be drawn.
- 16.3 Tenderers are to identify a point of contact in the customer organisation for each reference contract to enable the Commonwealth to verify claims of experience in conducting support programs of equivalent type, scope and technical complexity to the draft Contract (Support).