BRIEF - PROGRAM SPECIALIST SERVICES

[*Remove prior to release - For use for embedded or non-embedded Financial Management, Communications, Procurement Planning and Support, Program Co-ordination and Scheduling Support, Risk Management, Contract Management or Reporting and Information Co-ordination services and ancillary services*]

1. **Background**

**[*COMMONWEALTH TO INSERT A HIGH-LEVEL OVERVIEW OF THE BACKGROUND TO THE ENGAGEMENT OF THE CONSULTANT. THIS SHOULD INCLUDE DETAILS OF THE DIRECTORATE AND PROJECT TEAM, THE RELEVANT PROJECTS OR PROGRAM AND PRIORITIES***]

1. **The Services**

The Commonwealth, as represented by Defence, engages the Consultant to provide [***INSERT DESCRIPTION OF SERVICES FROM THE MENU IN SECTION 3.3 OF THE SCOPE OF SERVICES - E.G. FINANCIAL MANAGEMENT SERVICES***] to:

* + 1. support the planning and delivery of [***DELETE AS APPLICABLE:*** the capital facilities and infrastructure projects referred to in section 1 / the program of capital facilities and infrastructure projectsreferred to in section 1]; and
    2. meet the Commonwealth's objectives in section 3,

(the **Services**).

1. **Objectives**

[***DELETE ANY OBJECTIVES THAT ARE NOT APPLICABLE TO THE SERVICES***]

The Commonwealth's objectives in engaging the Consultant to provide the Services are to:

* + 1. maintain the Commonwealth's ability to efficiently plan and deliver capital facilities and infrastructure projects to a high standard, on time and to budget;
    2. ensure that the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects] are delivered, and the objectives of the [***DELETE AS APPLICABLE:*** program / projects] are achieved with the efficient use of internal Commonwealth resources;
    3. ensure that the Commonwealth is provided with consistent and accurate advice on its [***DELETE AS APPLICABLE:*** program of works / projects];
    4. ensure that the Commonwealth is provided with effective support with respect to the Services and its [***DELETE AS APPLICABLE:*** program of works / projects];
    5. efficiently deliver the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects] within applicable regulatory, administrative and policy frameworks;
    6. maintain Consultant resources with the requisite level of expertise, experience, skills and qualifications and in sufficient numbers so as to provide the Services so as to support the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects];
    7. ensure that all procurements in connection with the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects] demonstrate and achieve value for money for the Commonwealth and comply with applicable standards, processes and policies;
    8. incorporate industry expertise, industry best practice, industry innovation and industry "smarts" into the development and delivery of the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects];
    9. implement appropriate cost planning and cost management controls to ensure value for money and all other budgetary objectives are achieved for the Commonwealth;
    10. implement appropriate program planning, optimal sequencing and time management to ensure that all timing objectives are achieved;
    11. effective management of risks, issues, opportunities, threats and other activities associated with the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects];
    12. ensure continuous innovation and improvement and further ensure that lessons learnt are captured and addressed for the benefit of the Commonwealth's [***DELETE AS APPLICABLE:*** program of works / projects]; and
    13. [***COMMONWEALTH TO INSERT ANY OTHER RELEVANT OBJECTIVES***].

1. **General Service Requirements**

The Consultant must ensure that all personnel engaged in providing the Services:

* + 1. understand the framework for the planning, development and delivery of the Commonwealth's capital facilities and infrastructure projects, including the following Commonwealth legislation, policies and requirements (as amended or replaced from time to time):
       1. *Public Governance, Performance and Accountability Act 2013* (Cth);
       2. Commonwealth Procurement Rules (December 2020);
       3. the APS Code of Conduct;
       4. *Code for the Tendering and Performance of Building Work 2016* (Cth)(Building Code 2016);
       5. *Building and Construction Industry (Improving Productivity) Act 2016* (Cth);
       6. *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* (Cth) (Work Health and Safety Accreditation Scheme);
       7. *Workplace Gender Equality Act 2012* (Cth);
       8. Commonwealth Property Management Framework;
       9. Estimates Memoranda as published by the Department of Finance;
       10. Indigenous Procurement Policy;
       11. Australian Industry Participation Policy;
       12. Procurement Connected Policies;
       13. the *Defence Act 1903* (Cth);
       14. the Protective Security Policy Framework;
       15. the Defence Capability Life Cycle;
       16. the Australian Defence Force Writing Manual;
       17. the Defence website including all elements relating to:
           1. Governance, Risk And Compliance;
           2. Estate & Infrastructure Life Cycle Phases; and
           3. all Supporting Tools;
       18. key Defence facilities and infrastructure requirements including:
           1. Estate Governance Integrity System (EGIS);
           2. Garrison Estate Management System (GEMS);
           3. Handover/Takeover (HOTO); and
           4. Defence financial management and reporting; and
       19. [***INSERT ANY OTHERS AS RELEVANT***];
    2. have the requisite level of expertise, experience, skills and qualifications to provide the Services to support the achievement of the Commonwealth's objectives in section 3;
    3. incorporate industry expertise, industry best practice, industry innovation and industry "smarts" into the performance of the Services; and
    4. [***INSERT ANY OTHERS AS RELEVANT***].

1. **Specific Service Requirements**

[***SPECIFIC REQUIREMENTS FOR THE SERVICES TO BE PROVIDED BY THE CONSULTANT SHOULD BE INSERTED. THE SCOPE OF SERVICES PROVIDES THAT THE SERVICES MAY INCLUDE ONE OR MORE OF THE FOLLOWING:***

* ***Financial Management Services - Services to support the Commonwealth's financial management and reporting obligations and requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***program and project budgeting, phasing and forecasting;***
    - ***cash flow and project funding management;***
    - ***development, management of and reporting against program and project financial estimates;***
    - ***legislative and policy compliance and reporting; and***
    - ***financial trend analysis, performance review and auditing.***
* ***Communications Services - Services to support the Commonwealth's communication requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***advice and support in respect of stakeholder, local industry and community liaison and communication;***
    - ***development of internal and external communications plans;***
    - ***preparation of reports and correspondence including internal to the agency and external from Government;***
    - ***support in obtaining Approvals; and***
    - ***advice and support in respect of the development and management of media matters.***
* ***Procurement Planning and Support Services - Services to support the Commonwealth's procurement planning and support requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***advice and support to assist in identifying, planning and scheduling anticipated procurement activities;***
    - ***development of procurement documentation and management of procurement processes;***
    - ***review and reporting in respect of procurement requirements, outcomes and trends; and***
    - ***advice and support in respect of systems to support procurement policy compliance and reporting.***
* ***Program Co-ordination and Scheduling Support Services - Services to support the Commonwealth's programming and scheduling requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***preparation of programs and providing strategic programing advice;***
    - ***program reporting, trend analysis and performance review; and***
    - ***program and scheduling co-ordination, compliance and controls.***
* ***Risk Management Services - Services to support the Commonwealth's risk management requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***advice in relation to risk management strategies and plans;***
    - ***risk analysis;***
    - ***advice in relation to risk management programs and standards;***
    - ***risk management reporting, trend analysis and performance review; and***
    - ***facilitating risk management workshops.***
* ***Contract Management Services - Services to support the Commonwealth's contract management requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***management of contracts on behalf of the Commonwealth where an external PMCA has not been appointed;***
    - ***advising in respect of contract management strategies and contractor/consultant performance;***
    - ***development of contract management performance assessment tools; and***
    - ***contract performance reviews, trend analysis and related reporting.***
* ***Reporting and Information Co-ordination Services - Services to support the Commonwealth's reporting and information co-ordination requirements in relation to the delivery of a program of works and individual projects including:***
  + - ***information collation and assessment;***
    - ***data entry;***
    - ***preparation of reports and correspondence;***
    - ***information trend analysis; and***
    - ***stakeholder liaison.***
* ***Ancillary Services - Services ancillary to those described above to support the Commonwealth's in relation to the delivery of a program of works and individual projects.***]

1. **Co-location of Consultant personnel**

[***THIS SECTION 6 SHOULD BE DELETED IF THE CONSULTANT'S PERSONNEL WILL NOT BE CO-LOCATED WITH DEFENCE'S PERSONNEL AT DEFENCE'S PREMISES***]

* 1. All Consultant personnel engaged in the provision of the Services will be "co-located" with the Commonwealth's personnel.
  2. For the purposes of this Brief, the word "co-located" is synonymous with "embedded". All personnel engaged in providing the Services must be located within the ***[INSERT DEFENCE LOCATION]*** region and, unless otherwise directed by the Commonwealth's Representative, capable of working from the Commonwealth's offices in the ***[INSERT DEFENCE LOCATION]*** region.
  3. In order to appropriately protect confidential information and manage actual and potential conflicts of interest, the Consultant must ensure that the personnel engaged in providing the Services:
     1. only attend the Consultant's offices with the prior approval of the Commonwealth's Representative and on the basis approved by the Commonwealth's Representative; and
     2. do not remove any information or documents (in any form) from the Commonwealth's offices, or take such information to the Consultant's offices, without the prior approval of the Commonwealth's Representative.
  4. The Consultant must:
     1. ensure any co-located personnel engaged in providing the Services comply at all times with the Commonwealth's work health and safety policies and procedures (as advised to the Consultant or its personnel from time to time);
     2. ensure the co-located personnel promptly notify the Consultant and the Commonwealth of any work health or safety incidents occurring or arising from the co-location of the personnel (including at any premises managed or controlled by the Commonwealth at which they are co-located);
     3. comply with all reasonable directions of the Commonwealth's Representative regarding work health and safety whilst co-located at any premises managed or controlled by the Commonwealth; and
     4. ensure it consults, co-operates and co-ordinates with the Commonwealth regarding the work health and safety management of any co-located personnel.
  5. Without limiting clause 4 of the Terms of Engagement, except to the extent otherwise agreed by the Commonwealth's Representative, if the Consultant proposes to replace any of its personnel who are engaged in providing the Services and the proposed replacement person is not located within the ***[INSERT DEFENCE LOCATION]*** region, the Consultant must procure the relocation of the relevant person to the ***[INSERT DEFENCE LOCATION]*** region at the Consultant's cost before the relevant person engages in the provision of the Services.

1. **Confidentiality and management of conflicts of interest**

Without limiting clauses 6 and 15 of the Panel Conditions and clauses 2.8 and 15 of the Terms of Engagement:

* + 1. the Consultant must ensure that all personnel engaged in the provision of the Services behave consistently with the APS Code of Conduct;
    2. to the extent the Consultant is given access to the Commonwealth's information technology environments, comply with all requirements advised by the Commonwealth in relation to that access;
    3. the Consultant must implement and maintain arrangements to ensure that any information gained by the Consultant and its personnel in the provision of the Services is maintained as confidential and is quarantined from the Consultant's broader business activities, including so as not to be inappropriately acquired or used by the Consultant to obtain an unfair advantage when tendering for other Commonwealth work;
    4. without limiting paragraph (c), the Consultant acknowledges that:
       1. in the course of providing the Services its personnel may have access to AusTender and as a result have access to information that is not generally available, including Confidential Information;
       2. all information accessed by its personnel on AusTender in the course of providing the Services:
          1. constitutes Confidential Information for the purposes of the Panel Agreement and the Terms of Engagement;
          2. must be treated as confidential by the Consultant and its personnel in accordance with clause 15 of the Panel Conditions and clause 15 of the Terms of Engagement; and
          3. is information to which paragraph (c) applies; and
       3. it must ensure that its personnel:
          1. comply with all Commonwealth and AusTender requirements in relation to access to, and use of, information obtained from AusTender;
          2. only access AusTender for purposes strictly and directly necessary in connection with the project in respect of which the person is working, and not access areas of AusTender or review information unrelated to their particular project; and
          3. maintain a written log of all instances of access to AusTender in the course of providing the Services including the time of, and reason for, such access; and
    5. [***INSERT ANY OTHER CONFIDENTIALITY OR CONFLICT OF INTEREST MANAGEMENT REQUIREMENTS***]

1. **AGSVA Clearances**

The Consultant must ensure that all personnel engaged in the provision of the Services:

* + 1. hold [Baseline or ***INSERT OTHER RELEVANT CLEARANCE***] clearance under the Australian Government Security Vetting Agency criteria (as a minimum);
    2. have been issued prior to the Award Date with a Contractor Defence Common Access Card sponsored by the Consultant; and
    3. [***INSERT ANY OTHER SECURITY REQUIREMENTS***].