



Australian Government
Department of Defence

ASDEFCON

(Request for Proposal)

Incorporating:

Covering Letter

Conditions of Proposal

Statement of Requirement

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Australian Government
Department of Defence

FOREWORD

Australian Defence Contracting – Request for Proposal, *ASDEFCON (Request for Proposal)* is a proforma template used in staged procurement to break the procurement process into more manageable parts and refine the market testing process. It is used mostly for high value Complex and Strategic procurements.

ASDEFCON (Request for Proposal) is used to encourage suppliers to propose solutions, whether innovative or not, to achieve a desired outcome or resolve a specific problem. It seeks information from prospective suppliers about their capacities to ascertain what solutions exist to meet problems or needs.

Specifically, the *ASDEFCON (Request for Proposal)* Version 1.0 aims to:

- determine a preferred solution to an identified requirement;
- encourage suppliers to propose innovative solutions to meet the requirement and by doing so enable the Commonwealth to assess the range of options available in order to release a Request for Tender; and
- lead to better outcomes for the Australian Defence Force.

In addition, *ASDEFCON (Request for Proposal)* Version 1.0 incorporates options to allow drafters to tailor the template for procurements that are both covered and non-covered, in line with the requirements of the *Commonwealth Procurement Guidelines - January 2005*.

As with other *ASDEFCON* templates, Defence has consulted widely with industry, commercial and technical advisors and Defence procurement staff. A continuing program of active review in the development of *ASDEFCON (Request for Proposal)* will help ensure the template reflects lessons learned and incorporates best practice.

Future changes to *ASDEFCON (Request for Proposal)* will be managed through the issue of new versions of the template and Departmental Procurement Policy Instructions on an 'as required' basis. This process will ensure that template remains current with legislation, policy and procurement practices. Suggestions for changes to the document are welcomed and should be in the form of an *ASDEFCON* Document Change Proposal, referred to in the General Information for Users section.

I trust you find *ASDEFCON (Request for Proposal)* useful for your contracting needs.

A handwritten signature in black ink, appearing to read 'Gillian Marks', written in a cursive style.

Gillian Marks
General Counsel, DMO
September 2005

GENERAL INFORMATION FOR USERS

USE OF ASDEFCON (REQUEST FOR PROPOSAL)

1. *ASDEFCON (Request for Proposal)* is a proforma template used in staged procurement to break the procurement process into more manageable parts and refine the market testing process. It should be used mostly for high value Complex and Strategic procurements. An *ASDEFCON (Request for Proposal)* is used to encourage suppliers to propose solutions, whether innovative or not, to achieve a desired outcome or resolve a specific problem. It seeks information from prospective suppliers about their capacities to ascertain what solutions exist to meet problems or needs. It may be used to shortlist companies for subsequent tendering action.
2. An *ASDEFCON (Request for Proposal)* may be used:
 - a. if the project is unable to determine a preferred solution to an identified requirement;
 - b. if the entire specifications are not known at the start of a process and the Commonwealth requires the flexibility to further refine the specifications.
 - c. to encourage suppliers to propose innovative solutions to meet the requirement and by doing so enable the Commonwealth to assess the range of options available prior to release of a Request for Tender.
3. *ASDEFCON (Request for Proposal)* is designed to be used for procurements that are both covered and non-covered for the purposes of the Commonwealth Procurement Guidelines – January 2005. For information on whether a procurement is covered see the Defence Procurement Policy Manual (DPPM). The version of the DPPM referred to throughout *ASDEFCON (Request for Proposal)* is referenced in the Glossary at Annex H to the draft Conditions of Proposal.

STAGED PROCUREMENT

4. A staged procurement is a procurement conducted in a staged or structured acquisition strategy to break the procurement process into more manageable parts. *ASDEFCON (Request for Proposal)* governs one stage of a staged procurement. To ensure that the RFP is conducted consistently with other planned stages, drafters should ensure that the information requested from Respondents:
 - d. does not overlap or duplicate unnecessarily information requested in later stages;
 - e. is not so detailed or onerous that no value is obtained from conducting an initial screening process like an RFP;
 - f. is consistent with the level of detail provided in the Statement of Requirement on the Commonwealth's capability requirements; and
 - g. is sufficient to shortlist Respondents for a later procurement process.
5. Subsequent templates should:
 - a. reflect that the procurement process is restricted to the Respondents that participated in this RFP process, or to Respondents that meet the requirements of this RFP process;
 - b. allow evaluators to use and compare information provided and positions established by Respondents during this RFP process to analyse and evaluate the information provided in the later procurement process
 - c. allow evaluators to reject companies that modify or revise the position or information originally proposed or who provide information inconsistent with that provided in this RFP process; and
 - d. not request information (except supplementary information) provided in this RFP process, or used to shortlist Respondents for this RFP process.

6. Other ASDEFCON templates have been drafted as stand-alone procurement processes. If a subsequent procurement process (like a request for tender) is to be governed by an ASDEFCON template, guidance should be sought from a contracting specialist to modify that template accordingly.

STRUCTURE AND FORMAT OF ASDEFCON (REQUEST FOR PROPOSAL)

7. *ASDEFCON (Request for Proposal)* contains the following sections, which are also depicted in the attached flow chart:
 - a. Preliminary pages;
 - b. Covering Letter;
 - c. Part 1: Conditions of Proposal – including Annexes; and
 - d. Part 2: Statement of Requirement.
8. The clauses, Annexes and attachments constituting *ASDEFCON (Request for Proposal)* have been divided into two categories, 'Core' and 'Optional'. Any condition within *ASDEFCON (Request for Proposal)* described as:
 - a. 'Core' must be included in all RFPs; and
 - b. 'Optional' must be included in an RFPs if required for the particular project requirements.

All references to 'Core' and 'Optional' should be deleted prior to RFP release.

9. The structure of *ASDEFCON (Request for Proposal)* should be retained regardless of whether clauses have been modified or deleted or whether new clauses have been inserted.
10. If 'Optional' clauses in *ASDEFCON (Request for Proposal)* are not applicable to the particular purchase, the narrative should be replaced with 'Not Used' and the numbering sequence should be retained. If new clauses are added they should be included at the end of the most relevant section of the document. If new clauses must be inserted between existing clauses an alpha suffix (e.g. clause 4.1, 4.1.A.1, 4.2 etc) or equivalent regime should be used.
11. *ASDEFCON (Request for Proposal)* also contains 'Options' within clauses where the drafter is required to choose from two or more alternatives. A brief note describing the circumstances in which an 'Option' must be used precedes the clause. 'Options' not selected for use should be deleted in their entirety prior to RFP release and the narrative replaced with 'Not Used'.
12. *ASDEFCON (Request for Proposal)* contains notes to drafters and Respondents, which provide guidance during the preparation of the RFP and proposals. All notes to drafters should be deleted prior to release of the RFP to industry.
13. There are instances in the RFP where additional details are required prior to the release of the RFP to industry. These are marked in the document as follows:
[...BRIEF INDICATION OF INFORMATION REQUIRED TO BE INSERTED PRIOR TO RFP RELEASE...] i.e. square brackets.

FURTHER ADVICE

14. For further advice on the use of this template and the provisions included in this template, users should in the first instance contact a procurement officer in their Group or Division.
15. Where a procurement officer has not been assigned by the Group or Division, users may contact the General Counsel Division through the Contracting Help Desk email or phone number that is found on the internal Defence National Telephone Directory.

TAILORING OF ASDEFCON (REQUEST FOR PROPOSAL) CLAUSES

16. The aim of developing standard tendering and contract documents, such as *ASDEFCON (Request for Proposal)*, is to standardise, to the maximum extent practicable, the structure, and the terms and conditions used by Defence when acquiring goods and services. This has the benefit of reducing administrative costs for both Defence and tenderers and allows

Defence to adopt a standard portfolio approach to contracting for goods and services in line with best practice.

17. RFPs should be prepared in consultation with the relevant GCD desk officer. Users should also consult the *ASDEFCON (Request for Proposal) Handbook* which provides guidance against all parts of the template.
18. Wherever possible, the form of the template should be adhered to and project specific tailoring of *ASDEFCON (Request for Proposal)* should be kept to a minimum. However, when tailoring is necessary, clauses should only be added, modified or deleted after seeking advice in accordance with paragraphs 14 and 15.

REPORTING OF VARIATIONS AND EXPERIENCE IN THE USE OF THE ASDEFCON SUITE

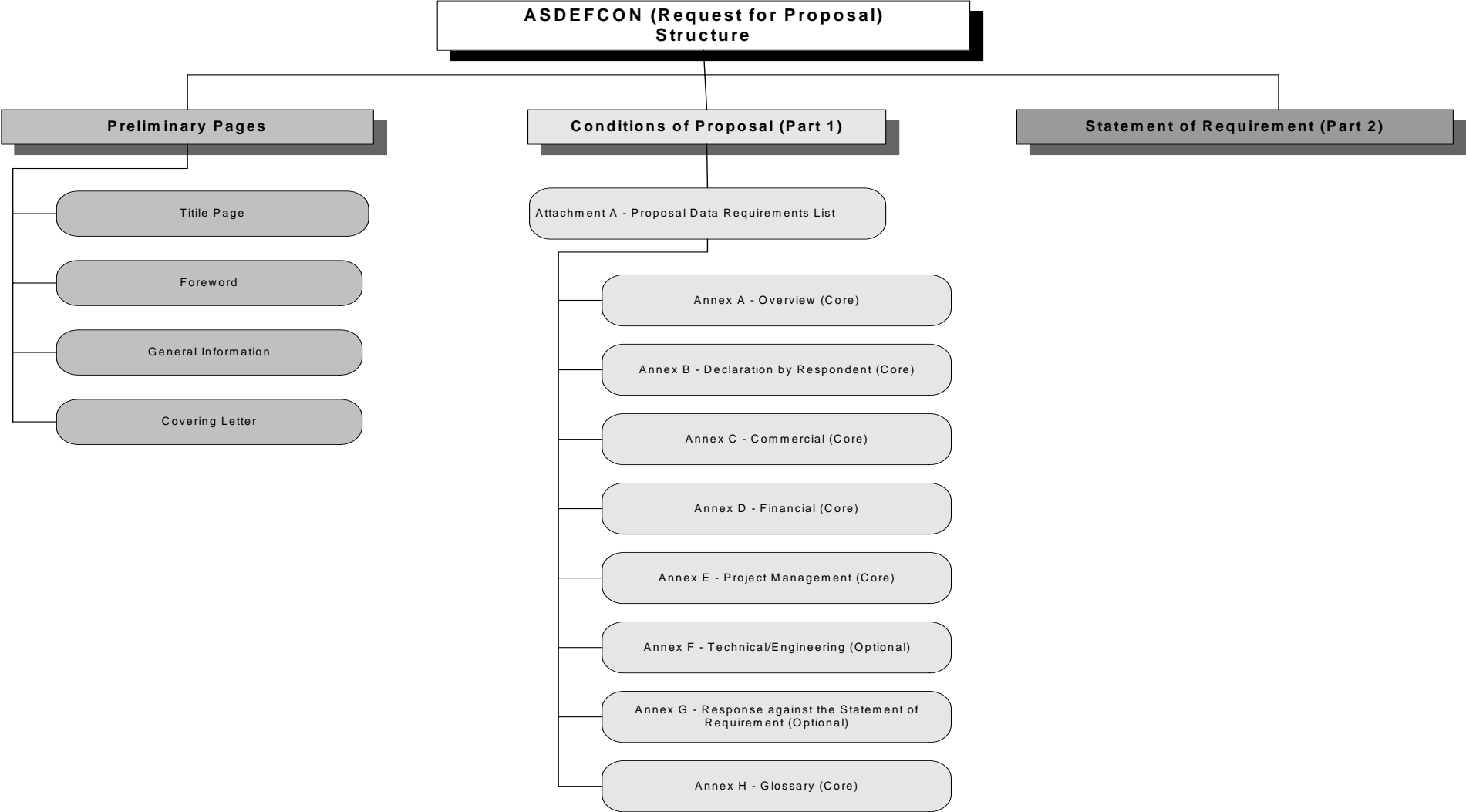
19. Prior to the *ASDEFCON (Request for Proposal)* being submitted to the Project Director for approval (or where no Project Director exists, to the delegate approving the RFP) a matrix of changes must be completed. The aim of a matrix of changes is to facilitate the internal review process and provide notification to industry of areas that vary from the standard *ASDEFCON (Request for Proposal)*.
20. The Project Director or delegate approving the RFP is then responsible for ensuring that the completed matrix of changes, documenting changes from template to RFP, is provided to GCD. The matrix of changes should be provided either directly to the contracting specialist who is assisting with RFP development or to the Contracting Help Desk.
21. Collectively this information will provide feedback on the use of the ASDEFCON templates and ensure that the suite is subject to continuous improvement and that it reflects best practice.

CHANGES TO ASDEFCON (REQUEST FOR PROPOSAL)

22. *ASDEFCON (Request for Proposal)* is a dynamic document that will be amended on an 'as required' basis to reflect changes in legislation, policy and procurement practices. Template users are also welcome to suggest changes to the template by using a Document Change Proposal (DCP) proforma. A copy of the form can be downloaded from the addresses specified at paragraph 24.
23. Changes to *ASDEFCON (Request for Proposal)* will be released through the issue of a new version of the template. All new versions of the template will be issued on the DEFWEB and internet sites listed in paragraph 24.

DISSEMINATION OF ASDEFCON (REQUEST FOR PROPOSAL)

24. *ASDEFCON (Request for Proposal)* can be downloaded from the DEFWEB via the 'Contracting – General Counsel Division' link on the DMO homepage at the following address:
<http://intranet.defence.gov.au/dmoweb>
or from the internet via the 'Contracting' link on the DMO homepage at the following address:
<http://www.defence.gov.au/dmo>
25. The *ASDEFCON (Request for Proposal) Handbook* can be downloaded from the same address as the template. The *ASDEFCON (Request for Proposal) Handbook* has been designated 'Commercial-In-Confidence – Defence Use Only'.
26. *ASDEFCON (Request for Proposal)* and its associated handbook is not available in hardcopy from GCD.





Australian Government
Department of Defence

[...INSERT DEFENCE GROUP...]
[...INSERT DIVISION...]

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

You are invited to submit a proposal in response to Request for Proposal (RFP) [...INSERT RFP NUMBER...] to provide [...INSERT DESCRIPTION OF SUPPLIES...].

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

This RFP comprises:

- a. this Covering Letter;
- b. Part 1 - Conditions of Proposal;
- c. Attachment A to Part 1 - Proposal Data Requirements List (including Annexes); and
- d. Part 2 - Statement of Requirement.

Proposals must be submitted by the proposal closing time specified in clause 3.1 of the conditions of proposal. Any questions in relation to this RFP should be directed to the Contact Officer specified in clause 2.5 of the conditions of proposal.

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

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

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

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

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

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

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

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

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

Yours sincerely

[...INSERT RELEVANT SIGNATORY...]

[...INSERT DATE...]

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1. GENERAL

1.1 General (Core)

Note to drafters: This clause should include a broad acquisition strategy, including indicative timings for key activities. The list in clause 1.1.3 is not exhaustive and is entirely dependent on the nature of the RFP. Project requirements should reflect the nature of the task, and highlight the relevant features of the required work.

- 1.1.1 This RFP is the first stage of a proposed procurement process for the acquisition of [...INSERT BRIEF DESCRIPTION OF REQUIREMENTS OF THE PROJECT...].
- 1.1.2 Following this RFP process, the Commonwealth intends to develop a shortlist of Respondents who will be invited to respond to a restricted RFT based upon their responses to this RFP. However, short listed Respondents may instead be asked to participate in a Project Definition Study.
- 1.1.3 In conducting this proposed two-stage procurement process, the Commonwealth is seeking an outcome that will:
- a. provide the Commonwealth with value for money;
 - b. meet the Commonwealth's current and future defence capability requirements;
 - c. provide significant and sustainable benefits to the Commonwealth, defence industry and the Respondent who is ultimately successful in the process; and
 - d. [...INSERT SPECIFIC OUTCOMES IF ANY...].
- 1.1.4 The Commonwealth may, at any time, alter its requirement, process or outcomes described in this clause 1.1 and notify the Respondents under clause 1.4.

1.2 Interpretation of Request for Proposal (Core)

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

- 1.2.2 This RFP is an invitation to treat and must not be construed, interpreted, or relied upon, whether by expression or implication, as an offer capable of acceptance by any person, or as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds.
- 1.2.3 No binding contract (including a process contract) or other understanding (including, without limitation, any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a Respondent unless and until a contract is signed by the Commonwealth and the successful Respondent following any future RFT or other procurement process.

1.3 Inconsistency (Core)

- 1.3.1 If there is any inconsistency between any part of this RFP, a descending order of precedence must be accorded to the:
- a. conditions of proposal;
 - b. the Glossary in Annex H to the conditions of proposal;
 - c. Annexes A to G to the conditions of proposal;
 - d. Statement of Requirement, including annexes if any;
 - e. covering letter; and
 - f. any other document expressly incorporated by reference,
- so that the term in the higher ranked document, to the extent of the inconsistency, prevails.

1.4 Amendment of Request for Proposal (Core)

- 1.4.1 The Commonwealth may, at its discretion, add to, vary, modify or amend this RFP by:
- a. giving the Respondents timely written notice of such addition, variation, modification or amendment; or
 - b. if this RFP has been published through AusTender, issuing a formal amendment via AusTender.

Note to Respondents: If this RFP has been published through AusTender, Respondents should register with AusTender to receive notification of amendments to this RFP made through the AusTender internet site at <http://www.tenders.gov.au>.

- 1.4.2 Respondents will have no claim against the Commonwealth in connection with either the exercise of, or failure to exercise its discretion.
- 1.4.3 If the Commonwealth adds to, varies, modifies or amends this RFP under clause 1.4.1, after Proposals have been submitted, it may seek amended Proposals.
- 1.4.4 The Commonwealth accepts no responsibility if a Respondent fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender internet site, or fails to consider any written notice provided by the Commonwealth under clause 1.4.1.
- 1.4.5 Any amendment made to this RFP in accordance with clause 1.4.1 will take precedence over any other version of the RFP or amendment if there is any inconsistency.

1.5 Termination of Request for Proposal Process (Core)

Option A: For when the procurement is a non-covered procurement.

- 1.5.1 Without limiting its rights at law or otherwise, the Commonwealth may, at its discretion, suspend, defer or terminate this RFP process at any time. The Commonwealth will notify Respondents to this effect.

Option B: For when the procurement is a covered procurement.

1.5.2 Without limiting its rights at law or otherwise, the Commonwealth may, at its discretion, suspend, defer or terminate this RFP process or not proceed with any further procurement process where:

- a. it is in the public interest to do so;
- b. no Respondent represents value for money;
- c. no Respondent meets the Conditions for Participation, if any, at clause 5.5; or
- d. no Respondent meets the requirements, if any, identified as essential in the SOR, and

the Commonwealth will notify Respondents to this effect.

1.6 Other Commonwealth Rights (Core)

1.6.1 In addition to and without limiting its other rights in the RFP at law or otherwise, the Commonwealth may, at its discretion and at any stage of the RFP process, do all or any of the following:

Option: For when the procurement is a non-covered procurement.

- a. consider and accept or reject any Proposal that is nonconforming or consider alternative Proposals;
- b. terminate further participation in the RFP process by any Respondent for any reason, regardless of whether the Proposal submitted conforms with the requirements of this RFP;
- c. negotiate with a Respondent and enter into a contract outside this RFP process;
- d. consider any late Proposal;
- e. permit any person to participate as a Respondent in the RFP process prior to the final date for submission of Proposals;
- f. shortlist a Proposal without prior notice to any other Respondent;
- g. require additional information from any Respondent;
- h. change the structure and timing of the RFP process and notify the Respondents under clause 1.4;
- i. conduct a subsequent procurement process, including a Project Definition Study, and, subject to the Commonwealth's IP and non-disclosure obligations, utilise information gained in this RFP process for that purpose;
- j. alter or defer any activity in the RFP process including clarification discussions, offer definition activities or negotiations being conducted at any time with any Respondent by written notice;
- k. negotiate with one or more Respondents;
- l. request, attend or conduct any site inspections; or
- m. request, attend or observe any product, plant, equipment or other demonstration, trial or test.

1.6.2 Any time or date in this RFP is for the convenience of the Commonwealth. The establishment of a time or date in this RFP does not create an obligation on the part of the Commonwealth to take any action or exercise any right established in the RFP or otherwise. The Commonwealth will notify affected Respondents of any changes to the RFP or the RFP process in accordance with clause 1.4, but will not be obliged to provide any reasons for its actions.

1.7 Australian Government Requirements (Core)

Note to drafters: Prior to any RFP release the Glossary at Annex H should be updated to reflect the version of the following documents and policies current at the time of RFP release. Version numbers should not be included in this clause as they are set out in the Glossary at Annex H.

Note to Respondents: The Glossary at Annex H lists the version of the following documents and policies current at the time of RFP release.

1.7.1 Respondents should familiarise themselves with the following Commonwealth policies:

- a. Australian Government Policy and Guidance on Industry Development and Local Purchasing as detailed in the DPPM, Section 3, Chapter 3.12;

Option: For proposed acquisition contracts valued at or in excess of \$10 million dollars.

- b. Company ScoreCard policy as detailed in the Defence *Company ScoreCard Policy Statement*;
- c. Conflict of Interest policy as detailed in the DPPM, Section 3, Chapter 3.13;
- d. Contract Publication policy as detailed in the DPPM, Section 5, Chapter 5.8;
- e. Defence Equity and Diversity policy as detailed in: the *Defence Plain English Guide to Managing and Reporting Unacceptable Behaviour*; DPI 1/2001; and DI(G) PERS 35-3;
- f. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM, Section 3, Chapter 3.10;
- g. Freedom of Information policy as detailed in the DPPM, Section 5, Chapter 5.7;
- h. Hazardous Substances policy as detailed in the DPPM, Section 3, Chapter 3.10;
- i. Industry Capability Network policy as detailed in the DPPM, Section 3, Chapter 3.12;

Option: For proposed acquisition contracts valued at or in excess of \$5 million dollars.

- j. Maximising Employment Opportunities for Aboriginal and Torres Strait Islanders policy as detailed in the DPPM, Section 3, Chapter 3.10; and
- k. Ozone Depleting Substances and Synthetic Greenhouse Gases policy as detailed in the DPPM, Section 3, Chapter 3.16.

Note to Respondents: An electronic version of the DPPM can be accessed in the Contracting section of the DMO website at www.defence.gov.au/dmo. An electronic version of the Defence Equity and Diversity policy can be accessed at the Publications section of the DPE web site at www.defence.gov.au/equity. An electronic version of the Company ScoreCard policy can be accessed at the 'Business' section via the 'Industry Resources' link on the DMO internet site at <http://www.defence.gov.au/dmo/>. The AusTender internet site may be found at <http://www.tenders.gov.au/>.

1.7.2 Respondents acknowledge that as a Commonwealth agency, Defence is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFP process on the successful Respondent on the AusTender internet site. Any contract resulting from a subsequent RFT process will also be subject to these requirements, including that contractual provisions (and related matters) may be disclosed to Ministers, other Government representatives, Parliament and its Committees.

2. PROPOSAL PREPARATION

2.1 Respondents to Inform Themselves (Core)

- 2.1.1 The Commonwealth makes no representations or warranties that the information in this RFP or any information communicated or provided to Respondents during the RFP process is, or will be, accurate, current or complete.
- 2.1.2 Respondents are responsible for:
- a. examining this RFP, any documents referenced in or attached to this RFP and any other information made available by the Commonwealth to Respondents in connection with the RFP process;
 - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Proposals; and
 - c. satisfying themselves as to the accuracy and completeness of their Proposals including their indicative prices.
- 2.1.3 Respondents prepare and lodge a Proposal based on the Respondents' acknowledgment and agreement that:
- a. they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by the Commonwealth in writing in accordance with clause 1.4;
 - b. they have relied entirely upon their own inquiries and inspection in respect of the subject of their Proposal; and
 - c. they are aware of Part V of the *Trade Practices Act 1974*, and Division 137 of the *Criminal Code* under which giving false or misleading information is a serious offence.

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

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

2.2 Language and Measurement (Core)

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

2.3 Proposal Preparation (Core)

- 2.3.1 Unless otherwise agreed, Respondents must complete and provide the information requested in the Annexes to these conditions of proposal and must do so in the manner requested in the Annexes to the conditions of proposal.
- 2.3.2 Supporting documentation may be provided to enhance the Proposal. Supporting documentation relevant to a particular volume must be indicated in that volume.

2.4 Responsibility for Proposal Costs (Core)

- 2.4.1 The Respondent's participation in any stage of the RFP process, or in relation to any matter concerning the RFP, is at the Respondent's sole risk, cost and expense. The Commonwealth will not be responsible for any costs or expenses incurred by any Respondent in preparation or lodgment of a Proposal or taking part in the RFP process.
- 2.4.2 In addition to clauses 1.2.2 and 1.2.3, the Commonwealth is not liable to the Respondent for any costs on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Respondent's participation in the RFP process, including without limitation, instances where:
- a. a Respondent is not engaged to undertake the performance of any resultant contract;
 - b. a Respondent is not shortlisted to participate in any subsequent procurement process;
 - c. the Commonwealth decides not to proceed with the RFP process;
 - d. the Commonwealth's defence capability requirements change; or
 - e. the Commonwealth exercises any other right under the RFP or at law.

2.5 Contact Officer for Request for Proposal Inquiries (Core)

- 2.5.1 The Contact Officer for this RFP is:
[...INSERT CONTACT OFFICER DETAILS...]
- 2.5.2 Respondents must direct any questions regarding this RFP to the Contact Officer in writing.
- 2.5.3 Respondents submit questions or requests for clarification on the basis that the Commonwealth may circulate the Respondent's inquiry and the Commonwealth's answers to all other Respondents without disclosing the source of the inquiry or revealing Commercial-in-Confidence Information or the substance of the proposed Proposal.

2.6 Preparation and Transmission of Classified Proposals (Optional)

- 2.6.1 Classified content in Proposals must be avoided if possible. If this cannot be achieved, Respondents must seek advice from the Contact Officer in clause 2.5 on how Proposals containing classified content must be prepared and transmitted.

2.7 Defence Security Clearance Requirements (Core)

- 2.7.1 On request by the Commonwealth, the Respondent must comply with the Commonwealth security clearance process, including obtaining the level of security clearance required by the Commonwealth.

2.8 Industry Briefing (Optional)

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

Option: For when a classified industry briefing is required.

- 2.8.2 Representatives of prospective Respondents must hold a current security clearance at a minimum of [...INSERT CLASSIFICATION LEVEL...] level. Prospective Respondents must provide the following additional details for their representatives:
- a. nationality;

- | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">b. date and place of birth; andc. level of current security clearance, the date it was granted and the Department/agency which issued the clearance. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2.8.3 Industry briefings are conducted for the purpose of providing background information only. Respondents should note the effect of clauses 1.4.1 and 2.1.3. Respondents should not rely on a statement made at an industry briefing as amending or adding to this RFP unless that amendment or addition is confirmed by the Commonwealth in writing.

3. PROPOSAL LODGEMENT

3.1 Lodgement of Proposals (Core)

- 3.1.1 Proposals must be lodged in accordance with the Tender Lodgment Procedures and Late Tenders policy detailed in Annex 5C of the DPPM, on or before 12.00 pm local time on [...INSERT DATE...] (the 'Proposal Closing Time') at:
[...INSERT TENDER BOX ADDRESS...].
- 3.1.2 The Respondent must include [...INSERT RFP NUMBER...] on the packaging of the Proposal.

3.2 Period of Proposal (Core)

- 3.2.1 The Commonwealth requires that Proposals submitted in response to this RFP remain valid for a period of not less than [...INSERT NUMBER OF MONTHS...] months after the Proposal Closing Time.
- 3.2.2 The Commonwealth may request an extension of the period identified in clause 3.2.1.

3.3 Copies of Proposal (Core)

- 3.3.1 The Respondent must lodge the original and [...INSERT NUMBER OF COPIES...] copies of the Proposal and any supporting documentation (such as brochures, handbooks and sample drawings). The original must be marked as the original and each copy sequentially marked with a copy number. In the event of any discrepancy between any copy and the original, the original must take precedence.
- 3.3.2 The Respondent must, in addition to lodging the hard copies required by clause 3.3.1, lodge with the original Proposal one electronically stored copy of the Proposal and supporting documentation, with read only access which is, unless otherwise specified, machine readable in [...INSERT FORMAT...] format. In the event of any discrepancy between any electronically stored copy and the original, the original must take precedence.

3.4 Alterations, Erasures or Illegibility (Core)

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

4. MATTERS CONCERNING PROPOSAL RESPONSE

4.1 Commercial-in-Confidence Information (Core)

- 4.1.1 The Commonwealth may require a Respondent to execute a deed of confidentiality before being provided with some or all of the information included in the RFP. Whether such a deed is required, and without limiting a Respondent's obligations under the deed, Respondents must:
- a. treat the RFP and any information provided to Respondents by or on behalf of the Commonwealth in connection with the RFP process as Commercial-in-Confidence Information;
 - b. not disclose or use that information except as strictly required for the purpose of developing a Proposal in accordance with the RFP; and
 - c. not disclose that information to another Respondent unless that Respondent is a member of a consortium or proposed subcontractor which is preparing a Proposal in accordance with clause 4.9.

4.2 Collusive Bidding (Core)

- 4.2.1 Respondents must not engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to:
- a. the preparation or lodgment of Proposals; and
 - b. the evaluation and clarification of Proposals;
- in respect of this RFP or RFP process or any other procurement process being conducted (or proposed to be conducted) by the Commonwealth in respect of its defence capability requirements.
- 4.2.2 For the purposes of clause 4.2.1, collusive bidding, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) unless the disclosure, exchange or clarification is otherwise permitted by this RFP.
- 4.2.3 In addition to any other remedies available under any law or any contract, the Commonwealth may, at its discretion, immediately reject any Proposal lodged by a Respondent that, in the Commonwealth's reasonable opinion, has engaged in any collusive bidding, anti-competitive conduct, or any other similar conduct with any other Respondent or any other person in relation to the preparation or lodgment of Proposals whether in respect of this RFP or RFP process or any other procurement process being conducted (or proposed to be conducted) by the Commonwealth in respect of its defence capability requirements.

4.3 Unlawful Inducements (Core)

- 4.3.1 Respondents must, at all times during the RFP process, comply with any applicable laws or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their Proposal.

4.4 Improper Assistance (Core)

- 4.4.1 Proposals that, in the opinion of the Commonwealth, have been compiled:
- a. with the improper assistance of employees of Defence or former employees of Defence or contractors or former contractors of Defence;
 - b. with the utilisation of information unlawfully obtained from the Commonwealth;
 - c. in breach of an obligation of confidentiality to the Commonwealth; or
 - d. contrary to the conditions of proposal in this RFP,
- may be excluded from further consideration.

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

- 4.5.1 Without limiting the operation of clause 4.4, a Respondent must not, in the absence of written approval from the Commonwealth, permit a person to contribute to, or participate in, any process relating to the preparation of the Respondent's Proposal or the RFP process, if the person:
- a. at any time during the six months immediately preceding the date of issue of this RFP, was an employee of, service provider to, or otherwise engaged by Defence ('Employee of Defence');
 - b. at any time during the 12 months immediately preceding the date of issue of this RFP, was an Employee of Defence involved in the planning or performance of the project or activity to which the RFP relates; or
 - c. at any time, was an Employee of Defence involved in the preparation of this RFP or management of the RFP process.

4.6 Conflict of Interest (Core)

- 4.6.1 A Respondent must not place itself in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Respondent's interests during the RFP process.
- 4.6.2 If during the RFP process a conflict of interest arises, or appears likely to arise, the Respondent must notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict. If the Respondent fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Proposal may be excluded from further consideration.

4.7 Use of Proposal Documents (Core)

- 4.7.1 All Proposal documents submitted in response to this RFP become the property of the Commonwealth. Respondents submit documents in response to this RFP on the basis that the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
- a. evaluation, shortlisting and selection of responses to this RFP or any future RFT process, including preparation of any contract;
 - b. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by the Commonwealth; and
 - c. subject to its IP and Commercial-in-Confidence obligations, the development of any other procurement process conducted by the Commonwealth.
- 4.7.2 In addition to clause 4.7.1, the Commonwealth may disclose all or part of the Proposal documents to a third party for the purposes of assisting the Commonwealth in the conduct of the RFP process and any future RFT process, including evaluation, negotiation and preparation of any resultant contract. The Commonwealth may, at its discretion, obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 4.7.3 Nothing in clause 4.7 affects the ownership of the IP in the information contained in the Proposal.

4.8 Return of Information to the Commonwealth (Core)

- 4.8.1 Without limiting the provisions of any deed of confidentiality that may be required by the Commonwealth under clause 4.1, the Commonwealth may, at its discretion and at any stage during or after the RFP process, require that all information (whether Commercial-in-Confidence Information or otherwise) provided to Respondents in any tangible form (including all copies of the information) be:
- a. returned to the Commonwealth, and that Respondents promptly return all such information to the address identified by the Commonwealth; or

- b. destroyed by the Respondent, in which case the Respondent must promptly destroy all such information and provide the Commonwealth with written certification of such destruction.

4.9 Part, Joint and Alternative Proposals (Core)

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

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

Option B: For when part Proposals will be considered.

- 4.9.2 The Commonwealth will consider a Proposal for part of the Supplies.

- 4.9.3 Without limiting the Commonwealth's rights, if the Commonwealth were to contract at the conclusion of this procurement process, its intention is to enter into a contract with a single legal entity that will be the party responsible for the performance of the contract. If Respondents submit a consortium Proposal for the Supplies, the consortium Proposal must:
- a. include in the Proposal the information sought in the RFP for each member of the consortium;
 - b. describe in detail in the Proposal the relationship between each member of the consortium and the structure proposed for management of the consortium;
 - c. provide in the Proposal that each member of the consortium is jointly and severally liable for the performance of all members of the consortium under any resultant contract or that one member of the consortium is fully liable for the performance of all members of the consortium; and
 - d. include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium Proposal.
- 4.9.4 The Commonwealth will not consider a joint Proposal other than a Proposal submitted in accordance with clause 4.9.3.
- 4.9.5 The Commonwealth may, at its discretion, consider Proposals proposing alternative solutions to those requested in this RFP if the Respondent:
- a. demonstrates that such alternative solutions may be more beneficial to the Commonwealth than the requirements specified in this RFP and will deliver the outcomes sought by the Commonwealth;
 - b. proposes a solution which satisfies the Statement of Requirement;
 - c. provides a complete Proposal for the alternative solution;
 - d. fully identifies in detail the proposed alternative solution;
 - e. justifies, with explicit reasons and supporting verifiable data, the proposed alternative solution including the advantages, disadvantages, limitations and capabilities of the proposed solution;
 - f. explains in detail the financial impact on the indicative price of the Proposal, the schedule impact and any other consequences of the proposed alternative solution; and
 - g. includes sufficient information to allow a comparison of the alternative Proposal with Proposals that fully address the Statement of Requirement.
- 4.9.6 If the Commonwealth decides to evaluate an alternative Proposal, it will be evaluated in accordance with this RFP.

4.10 Commonwealth May Rely on Request for Proposal Responses (Core)

- 4.10.1 By submitting a Proposal, the Respondent:

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

5. COMPETITIVE EVALUATION PROCESS

5.1 Subsequent Procurement Process (Core)

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

Option A: For when the procurement is a non-covered procurement.

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

Option B: For when the procurement is a covered procurement.

- 5.1.3 Subject to clause 5.1.4, the Commonwealth may invite additional tenderers to submit a tender in response to any subsequent RFT at any time during the tender process, irrespective of whether or not such additional tenderers submitted an RFP response.
- 5.1.4 The Commonwealth will not invite additional tenderers unless in the Commonwealth's opinion, those potential tenderers have satisfied the requirements for being shortlisted under this RFP.

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

5.2 Proposal Presentations (Optional)

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

5.3 Proposal Evaluation (Core)

- 5.3.1 Proposals will be evaluated on the basis of likelihood to result in best value for money consistent with Commonwealth purchasing policies, utilising the Proposal evaluation criteria at clause 6. Neither the lowest priced Proposal nor any Proposal will necessarily be short listed by the Commonwealth.
- 5.3.2 The Commonwealth may:
- a. consider additional information related to any evaluation criteria;
 - b. use material submitted in response to one evaluation criterion in the evaluation of other criteria; or
 - c. subject to its IP and Commercial-in-Confidence obligations, use material submitted by the Respondent in other procurement processes conducted by the Commonwealth for purposes consistent with the Commonwealth's procurement objectives.
- 5.3.3 If additional criteria are intended to be applied for the purposes of evaluation, the Commonwealth will notify Respondents in accordance with clause 1.4, who will be given an opportunity to respond.

5.3.4 Proposals which are incomplete or clearly non-competitive may be either excluded from consideration at any time during the evaluation process at the Commonwealth's discretion or the Commonwealth may consider such Proposals and seek clarification under clause 5.6.

5.3.5 If a Respondent is found to have made a false, misleading or deceptive claim or statement, the Commonwealth may exclude the Proposal from further consideration at any time.

5.4 Minimum Content and Format Requirements (Optional)

Note to drafters: This clause should be used when the procurement is a covered procurement.

5.4.1 Subject to the Respondent being allowed to correct any unintentional errors of form, the Commonwealth will exclude a Proposal from further consideration if the Commonwealth considers that:

- a. the Proposal does not meet the requirements set out in clause 2.2; or
- b. the Respondent has not provided a signed Declaration by Respondent in the form required at Annex B to the conditions of proposal.

5.5 Conditions for Participation (Optional)

Note to drafters: This clause should be used when the procurement is a covered procurement.

5.5.1 The Commonwealth will exclude a Proposal from further consideration if the Commonwealth considers that the Respondent does not comply with:

- a. the Commonwealth's security requirements set out in clause 2.6 and 2.7; or
- b. the requirements, if any, identified as essential in the Statement of Requirement.

5.6 Clarification (Core)

5.6.1 The Commonwealth may, at any time during the RFP process, seek clarification from, and enter into discussions with, any or all of the Respondents in relation to their Proposal.

5.6.2 The Commonwealth may seek additional information in respect of any aspect of a Proposal at any time, including through a request for the Commonwealth to visit the facilities of Respondents and their subcontractors to verify or clarify attributes of the proposed Supplies. The Commonwealth may use such information in interpreting the Proposal and in evaluating the cost and risk to the Commonwealth of accepting the Proposal.

5.6.3 The Commonwealth is not under any obligation to take into account additional information provided by a Respondent in response to a request or consider additional information which would result in a Respondent obtaining an unfair advantage over other Respondents.

5.6.4 Subject to clause 2.5, tenderers may seek clarification of the meaning of the content of the RFP, or request additional information beyond that contained in the RFP or industry briefings, if any, from the Contact Officer up until five Working Days prior to the Proposal Closing Time.

5.7 Shortlisting (Core)

5.7.1 The Commonwealth may set aside or develop a shortlist of one or more Respondents at any time during the evaluation process. Shortlisting will be conducted on the basis of an assessment of the Proposals against the requirements of this RFP and Respondents that are not included on any shortlist will not generally be considered further.

5.7.2 Participation in this RFP process does not entitle the Respondent to participate in any subsequent process. Participation in any subsequent process is not limited to Respondents who participate in this RFP process.

5.7.3 If the Commonwealth decides to proceed to a select RFT stage, Respondents shortlisted to proceed to this stage will be notified. The RFT will be governed by its own separate conditions of tender, including a draft contract.

5.7.4 Prior to deciding to proceed to a select RFT stage, the Commonwealth may request shortlisted Respondents to participate in a Project Definition Study to further refine their

Proposal. The Commonwealth will determine the basis on which any Project Definition Study will be undertaken.

- 5.7.5 The Commonwealth may use the results of the Project Definition Study for the purpose of developing the draft Statement of Work for any subsequent procurement process.

5.8 Debriefing of Respondents (Core)

- 5.8.1 Following the announcement of a shortlist in relation to this RFP, unsuccessful Respondents will be notified, and may request a debriefing. Respondents requiring a debriefing should contact the Contact Officer specified in clause 2.5.1.

- 5.8.2 If a debriefing is requested under clause 5.8.1, Respondents will be debriefed against the evaluation criteria contained in clause 6 of these conditions of proposal. In accordance with Commonwealth policy a Respondent will not be provided with information concerning other Proposals, except for publicly available information. No comparisons with other Proposals will be made.

6. EVALUATION OF PROPOSALS

6.1 Proposal Evaluation criteria (Core)

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

Option A: For when the procurement is a covered procurement.

6.1.1 Subject to clauses 5.3 to 5.5, the criteria to be applied for the purposes of evaluation are as follows, not in any order of importance:

Option B: For when the procurement is a non-covered procurement.

6.1.2 Subject to clause 5.3, the criteria to be applied for the purposes of evaluation will include the following, not in any order of importance:

- a. the past performance of contractual obligations of the Respondent;
- b. the Respondent's degree of overall compliance with the RFP;
- c. the extent to which the proposed solution meets the requirements stated in the Statement of Requirement, including any specifications;
- d. the nature and extent to which the Proposal identifies risks to the Commonwealth or to the Respondent's capacity to meet the Commonwealth's requirements;
- e. the proposed financial viability and technical, corporate and managerial capability of the Respondent to provide the Supplies; and
- f. the indicative prices and pricing structure.

ATTACHMENT A

PROPOSAL DATA REQUIREMENTS LIST

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

Proposal Data Requirement Number	Proposal Volume and Section
	Response Volume 1 Overview
A-1	Company Profile/Respondent's Ability to Supply (Core)
A-2	Schedule of Subcontractors (Core)
A-3	Statement of Non-compliance (Core)
B-1	Declaration By Respondent (Core)
	Response Volume 2 Commercial
C-1	Business Resource Planning (Optional)
C-2	Compliance With ASDEFCON Templates (Core)
	Response Volume 3 Financial <i>Note to Respondents: indicative pricing information should be included in this volume only</i>
D-1	Indicative Price Schedule (Core)
D-2	Price Assumptions (Core)
D-3	Financial Viability (Core)
	Response Volume 4 Project Management
E-1	Past Performance (Core)
E-2	Draft Schedule (Optional)
E-3	Key Staff Positions (Optional)
E-4	Draft Project Management Plan (Core)
E-5	Risk Assessment and Strategy (Core)
	Response Volume 5 Technical/Engineering
F-1	[...INSERT APPLICABLE PDR...]
F-X	[...INSERT SUBSEQUENT PDRs...]
	Response Volume 6 Technical
G-1	Response Against the Statement of Requirement (Core)

ANNEX A TO ATTACHMENT A**OVERVIEW (CORE)****1. COMPANY PROFILE/RESPONDENT'S ABILITY TO SUPPLY (CORE)**

1.1 Respondents must provide the following information:

- a. the Respondent's background, experience and resources relevant to its ability to meet the requirement (including design and development aspects);
- b. details of any other matters relating to commercial, technical or financial capability of the Respondent which may materially affect the Respondent's ability to perform the obligations under any resultant contract;
- c. details of any orders, contracts, joint ventures, collaborations with other firms or companies or any other commitments relevant to the Respondent's ability to meet the requirement;
- d. the following details of the Respondent, as applicable:
 - (i) the full name of the Respondent;
 - (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 Respondent;
 - (vii) related companies within the meaning of Section 50 of the Corporations Act 2001;
 - (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 A.B.N. (if any); and
 - (ix) if an Australian company, its A.C.N./A.R.B.N. and A.B.N as applicable.
- e. identification of any trust or fiduciary capacity in which the Respondent proposes to perform any resultant contract;
- f. particulars of any civil or criminal litigation or proceeding, actual or threatened involving either the Respondent or its directors, or the existence of any breach or default of any agreement, order or award binding on the Respondent or any judgement or decision which is likely to adversely affect the Respondent's performance of any resultant contract; and
- g. copies of Annual Statement of Financial Position and Statement of Financial Performance with the appropriate accompanying notes for the three previous financial years. If the Respondent is a part of a group of companies, those documents or the equivalent information relating to the Respondent as a single entity.

ANNEX A TO ATTACHMENT A

2. SCHEDULE OF SUBCONTRACTORS (CORE)

- 2.1 Respondents must provide details of proposed subcontractors in the format at Table 1.
- 2.2 In addition, for each of the proposed subcontractors, Respondents must provide the details set out in clause 1.1d of this Annex.

Table 1: Schedule of Subcontractors Format

Proposed Subcontractor	Work To Be Subcontracted Including Technical Significance	Supplies

3. STATEMENT OF NON-COMPLIANCE (CORE)

- 3.1 If Respondents are non-compliant with any clause of the RFP they must state their non-compliances in accordance with the Statement of Non-Compliance Format at Table 1. Proposals must be in the order in which the clauses appear and refer to the relevant clause number, Annex or Attachment.

Note to Respondents: Failure to indicate all non-compliances in Table 1 may constitute false, misleading or deceptive conduct for the purposes of Part V of the Trade Practices Act 1974 or Division 137 of the Criminal Code.

Table 1: Statement of Non-Compliance Format

	Clause No. (Note 1)	Comments	Location in Proposal (Note 2)
conditions of proposal			
Annexes to the conditions of proposal			
Statement of Requirement			
Annexes to Statement of Requirement			

Notes to Respondents:

1. *If appropriate, non-compliance may be indicated against groups of clauses, e.g. clause 6.1 to 6.3 inclusive.*
2. *If a Proposal does not comply with a particular clause, the Respondent must state:*
 - a. *the extent, justification and impact of non-compliance; and*
 - b. *provide the location (by volume number, section, clause or page number, etc.) where supporting non-compliance details or comments can be found.*

ANNEX B TO ATTACHMENT A

DECLARATION BY RESPONDENT (CORE)

1. DECLARATION BY RESPONDENT (CORE)

1.1 Respondents must provide a declaration in the following format:

(...INSERT NAME OF RESPONDENT AND A.C.N./A.B.N./A.R.B.N...) submits its Proposal to provide the Supplies solicited by the RFP [...INSERT RFP NUMBER...]. In preparing this Proposal, the Respondent acknowledges that it is aware of Part V of the *Trade Practices Act 1974* and Division 137 of the *Criminal Code* and that its Proposal does not contain any false, misleading or deceptive misrepresentations, claims or statements.

By submitting its Proposal, the Respondent acknowledges and agrees:

- a. to the Commonwealth’s rights in the RFP;
- b. that Proposals are prepared in accordance with the RFP and are accurate, complete and not misleading;
- c. that the Commonwealth can utilise all relevant information about the Respondent’s performance on Commonwealth procurement activities;
- d. that the Respondent conducted itself in a manner that is 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; and
- e. that the Commonwealth can rely on the Proposal in accurately assessing compliance with the RFP, risks and risk management options and value for money in accordance with the RFP; and
- f. that representations made in the Proposal when incorporated in any resultant contract, will be fully complied with by the Respondent.

2. RESPONSE VALIDITY (CORE)

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

3. IMPROPER ASSISTANCE (CORE)

3.1 This Proposal has been compiled without the improper assistance of employees or former employees of the Commonwealth, and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth.

REGISTERED OFFICE OR OTHER ADDRESS OF RESPONDENT:	POSTAL ADDRESS:
---------------------------------------------------	-----------------

.....
.....
.....

TELEPHONE NUMBER:	FACSIMILE NUMBER:
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.....
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Signature of Respondent or person authorised to sign the Proposal on behalf of the Respondent:

SIGNATURE:	DATE OF SIGNATURE:
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.....
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ANNEX B TO ATTACHMENT A

NAME (Block Letters):

POSITION HELD:

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

NAME (Block Letters):

Company executive nominated to receive correspondence/inquiries

NAME (Block Letters):

TELEPHONE NUMBER:

FACSIMILE NUMBER:

ANNEX C TO ATTACHMENT A

COMMERCIAL (CORE)

1. BUSINESS RESOURCE PLANNING (OPTIONAL)

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

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

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

2. COMPLIANCE WITH ASDEFCON TEMPLATES (CORE)

Note to drafters: Do not insert any technical, operational or work issues or references in the following clause. Delete any sub-clauses which have not yet been resolved, which are not applicable or where alternatives to the standard template approach will be considered if nominated in any Proposal.

Note to Respondents: Definitions for the following issues can be found in Attachment M to the conditions of contract for the nominated template.

- 2.1 Respondents must indicate how their Proposal departs in any material way from the Commonwealth's approach in the template nominated in clause 5.1.5 of the conditions of proposal for the following clauses or issues:
- a. if any Contractor Managed Commonwealth Assets are provided to the contractor by the Commonwealth, the contractor must make good any loss of or damage to the Contractor Managed Commonwealth Assets while the property is in its care, custody or control, or while the risk in any property to be delivered to the Commonwealth as part of any resultant contract resides with the contractor;
 - b. any resultant contract must achieve [...INSERT ANY IDENTIFIED INDUSTRY REQUIREMENTS...] as part of its All program;
 - c. [...INSERT EITHER 'the Commonwealth will own all or some of the IP and the contractor must licence the remainder' OR 'the contractor must licence all IP'...] under

ANNEX C TO ATTACHMENT A

- any resultant contract to the Commonwealth for the purposes specified in clause 5 and subject to any limitations specified in that clause;
- d. ownership of and risk in any Supplies provided under any resultant contract will pass to the Commonwealth on [...INSERT DETAILS...];
 - e. any resultant contract will be subject to adjustment according to the Commonwealth's nominated rate for [...INSERT 'the cost of labour and materials' AND/OR 'exchange rate'...];
 - f. the contractor must secure its performance of any resultant contract through a performance security or deed of substitution and indemnity;
 - g. liquidated damages or equivalent compensation must be payable to the Commonwealth if the contractor delays achievement of certain specified objectives or the requirements however described of any resultant contract;
 - h. the contractor must indemnify the Commonwealth to the extent specified in clause [...INSERT CLAUSE REFERENCE...] of the conditions of contract [...INSERT 'up to extent of any proposed limitation of liability' IF RELEVANT...];
 - i. before commencing work under any resultant contract, the contractor must be insured for death or injury to persons employed by the Contractor [...INSERT 'and for NOMINATE ANY SPECIFIC INSURANCE REQUIRED IF ANY...];
 - j. the contractor must provide warranty coverage for any Supplies provided under any resultant contract for [...INSERT PERIOD...];
 - k. the contractor must provide latent defect coverage for [...INSERT PERIOD IN YEARS...];
 - l. the Commonwealth's termination rights will be those specified in clause 12 of the conditions of contract;
 - m. any resultant contract will be measured against the following KPIs [...INSERT DETAILS...] such that satisfaction of the KPIs by the contractor will result in incentive payments by the Commonwealth; and
 - n. [...INSERT ANY COMMERCIAL OR LEGAL ISSUES COVERED BY THE NOMINATED TEMPLATE WHICH REQUIRE PARTICULAR EMPHASIS...].
- 2.2 For any of the issues identified above, Respondents must indicate:
- a. the benefits if any of the alternative approach proposed; and
 - b. any concessions or reductions if any (including to final contract price or acceptance of additional risk) the Respondent will offer to the Commonwealth in exchange for departing from the standard approach indicated in its template.
- 2.3 Respondents may be excluded from participation in any subsequent RFT if the information or position established in their Proposal changes in any material way prior to or during any subsequent RFT process for any reason from that provided to the Commonwealth in this RFP process.

ANNEX D TO ATTACHMENT A**FINANCIAL (CORE)****1. INDICATIVE PRICE SCHEDULE (CORE)**

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

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

- 1.2 Indicative prices must be stated in Australian dollars except for any portion of Supplies to be imported from overseas, which must be stated in foreign currency. All indicative prices must be set at a date (the 'Base Date') one month prior to the Proposal Closing Time specified in clause 3.1 of the conditions of proposal.
- 1.3 Indicative prices must be inclusive of all costs of complying with the conditions of proposal and associated with providing the Supplies and carrying out all matters and doing all things necessary for the due and proper performance and completion of any resultant contract. These include license fees, royalty payments, arranging customs clearance and services of representatives. Respondents must not include any contingency for exchange rate fluctuations in their indicative prices.

Note to Respondents: In any resultant contract, the successful Respondent will be responsible for ensuring that it is registered in accordance with the requirements of the GST Act (as amended). Respondents 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.

- 1.4 Respondents must submit indicative prices inclusive of all overseas taxes, duties and charges and all Australian (Federal, State and Local Government) taxes, duties and charges that are applicable at the Base Date, including GST and customs duty.

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2. PRICE ASSUMPTIONS (CORE)

Note to Respondents: The information provided below should be cross-referenced against the items specified in PDR D-1 if relevant.

2.1 In addition to providing its indicative prices in accordance with PDR D-1, the Respondent should specify:

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

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

- b. any variables the prices are subject to (other than changes to the requirements or scope of work or to the Respondent's liability and risk resulting from the negotiation and finalisation of any resultant contract) including:
 - (i) rates the Respondent intends to apply to adjustments for fluctuations in the cost of labour and materials;
 - (ii) the rate(s) the Respondent intends to apply to adjustments for fluctuations in exchange rate; or
 - (iii) the success or failure of other bidding activities being conducted by the Respondent or the conduct or successful completion of other contracts possessed by the Respondent; and
- c. details of the payment regime proposed for any resultant contract including the mix of milestones and earned value payments, service payments if any and any percentage of contract price to be paid as a mobilisation payment or final acceptance payment.

3. FINANCIAL VIABILITY (CORE)

3.1 Respondents are required to demonstrate that they have the financial viability to provide the required Supplies and provide information to allow an assessment of the risk associated with their Proposal.

3.2 The following financial details must be provided as a minimum:

- a. details of the method of financing of the legal entity that proposes to contract with the Commonwealth for the Supplies, sufficient to enable an assessment to be made of the financial viability of the Respondent to undertake the required Supplies;

Note to drafters: The form of consent for the following clause must be included as a Schedule to this Annex prior to release of the RFP.

- b. a signed consent authorising the Commonwealth or its nominee to undertake confidential reference, financial and credit checks. The Commonwealth may seek additional financial information or to appoint external advisers for the conduct of its own due diligence investigation regarding the financial standing of the Respondents;
- c. the paid up capital, accumulated reserves and net tangible asset backing of the legal entity that proposes to contract with the Commonwealth, its parent entities (if the proposed legal entity represents a consortium) and for each proposed subcontractor that will deliver the Supplies; and
- d. name, organisation and contact telephone number of a bank referee.

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- 3.3 If the information provided pursuant to this clause 3 is not considered sufficient to allow an assessment of financial viability, the Commonwealth may wish to conduct a further financial investigation of a Respondent. In such a circumstance, a Respondent will be required to cooperate fully with such investigation.
- 3.4 Failure to provide the required information to allow the Commonwealth to fully assess the Respondent's financial viability may result in from the Respondent being excluded from further consideration.

ANNEX E TO ATTACHMENT A**PROJECT MANAGEMENT (CORE)****1. PAST PERFORMANCE (CORE)**

Note to Respondents: Respondents should refer to the Defence Company ScoreCard Policy Statement. The information requested in this clause will be used during the evaluation of Proposals to assess each Respondent's ability to perform any resultant contract. Additional supporting information relating to a Respondent's past performance may also be obtained by the Commonwealth from other sources for use during the evaluation. If the Respondent proposes to utilise the skills or resources of a related body corporate within the meaning of Section 9 of the Corporations Act 2001, or if the Respondent proposes to secure its performance through a related body corporate including a parent company, the Commonwealth will consider past performance of contractual obligations as obtained by the Commonwealth in relation to any contracts between the related body corporate and the Commonwealth. Information contained in a Company ScoreCard relating to a Respondent or a proposed subcontractor will be considered by the Commonwealth during the evaluation. Information regarding Reference Sites is set out in the Guidance for Reviewing the Performance of Nominated Reference Sites located in the Company ScoreCard Policy Statement.

- 1.1 Respondents must provide a summary list of up to 10 recent (i.e. completed within the last three years) or current contracts which may be:
- a. Australian Defence contracts (whether as prime contractor or as a subcontractor in relation to a Defence contract);
 - b. contracts from Reference Sites nominated by Respondents; or
 - c. a combination of contracts mentioned in clauses 1.1a and 1.1b.
- 1.2 Respondents should list their highest value contracts and should include the following details:
- a. contract title and number, including details of the Reference Site (if any) to which the contract relates;
 - b. project name and number or procurement agency (if not Defence);
 - c. responsibility as either prime contractor/subcontractor;
 - d. description of product or service provided;
 - e. contract (or subcontract) date;
 - f. dollar value of contract (initial and latest agreed value); and
 - g. company division, the location and the nature of work.

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- 1.3 Respondents who have Company ScoreCards held by Defence, are to refer to any Marginal or Unsatisfactory ratings in their Company ScoreCard and provide the Commonwealth with strategies through which they will implement performance improvements for any resultant contract and the company's performance overall.
- 1.4 Respondents are encouraged to also provide details of more highly rated Defence contracts, and of the factors relevant to the superior performance of those contracts, if such information is relevant to this RFP.
- 1.5 Respondents who have proposed subcontractors who have Company ScoreCards held by Defence which are relevant to the performance of any resultant contract are to provide the Commonwealth, in relation to any Marginal or Unsatisfactory ratings in the subcontractor's Company ScoreCard, to the extent known to the Respondent, with strategies through which the Respondent will ensure that the subcontractor will implement performance improvements for any resultant contract and the company's performance overall.
- 1.6 A Respondent may provide brief additional information on its or a proposed subcontractor's past performance relevant to the Respondent demonstrating its ability to perform any resultant contract. The Commonwealth may consider this information at its sole discretion.

2. DRAFT SCHEDULE (OPTIONAL)

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

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

3. KEY STAFF POSITIONS (OPTIONAL)

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

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

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

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

4. DRAFT PROJECT MANAGEMENT PLAN (CORE)

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

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

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

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

5. RISK ASSESSMENT AND STRATEGY (CORE)

- 5.1 Respondents must provide a draft risk assessment for the delivery of the Supplies which:
- a. identifies the risks associated with the Proposal, including technical, commercial, legal, financial, operational aspects and schedule risks;

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- b. categorises those risks according to the likelihood and consequence of their occurrence; and
- c. in relation to each risk identified indicates whether the Respondent proposes to:
 - (i) reduce that risk, and if so through what mechanism;
 - (ii) accept that risk; or
 - (iii) transfer that risk, and if so to whom.

ANNEX F TO ATTACHMENT A**TECHNICAL/ENGINEERING (OPTIONAL)**

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

1. QUALITY MANAGEMENT (OPTIONAL)

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

2. HAZARDOUS SUBSTANCES AND OZONE DEPELETING SUBSTANCES (OPTIONAL)

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

3. VERIFICATION AND VALIDATION STRATEGY (OPTIONAL)

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

4. AEO/AMO STATUS (OPTIONAL)

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

5. AUSTRALIAN INDUSTRY INVOLVEMENT (OPTIONAL)

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

6. SUPPORT SYSTEM SOLUTION (OPTIONAL)

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

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

7. GFM/GFS/GFF REQUIREMENTS (OPTIONAL)

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

8. ENVIRONMENTAL MANAGEMENT (OPTIONAL)

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

9. HEALTH AND SAFETY MANAGEMENT (OPTIONAL)

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

ANNEX G TO ATTACHMENT A**RESPONSE AGAINST THE STATEMENT OF REQUIREMENT (CORE)**

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

Note to Respondents: Respondents should provide details of the Respondent's Proposal to meet the Statement of Requirement, including its annexes in this Annex excluding any financial, commercial, project management aspects or technical/engineering information specifically identified in the preceding annexes.

ANNEX H TO ATTACHMENT A**GLOSSARY**

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

1. ACRONYMS AND ABBREVIATIONS (CORE)

Abbreviation	Description
A.B.N	Australian Business Number
A.C.N	Australian Company Number
ADF	The Australian Defence Force
A.E.O	Authorised/Accredited Engineering Authority
A.M.O	Authorised/Accredited Maintenance Authority
A.R.B.N	Australian Registered Business Number
CPGs	Commonwealth Procurement Guidelines – January 2005
DI(G)	Defence Instruction General
DPPM	Defence Procurement Policy Manual, Version 5.0, Update 5.6
DPI	Departmental Personnel Instruction
GFF	Government Furnished Facility
GFM	Government Furnished Material
GFS	Government Furnished Services
GST	Australian Goods and Services Tax
IP	Intellectual Property
PDR	Proposal Data Requirement
PDRL	Proposal Data Requirement Line
PMP	Project Management Plan
RFT	Request for Tender
RFP	Request for Proposal
SOR	Statement of Requirement

2. DEFINITIONS (CORE)

Term	Definition
Annex	means an Annex to attachment A to this RFP and includes any document expressly incorporated by reference as part of the Annex.
Commercial in Confidence Information	means information that: <ul style="list-style-type: none"> a. is by its nature confidential; or b. the receiving party knows or ought to know is confidential; but does not include information which: <ul style="list-style-type: none"> c. is or becomes public knowledge other than by a breach of confidence by the receiving party;

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Term	Definition
	<p>d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or</p> <p>e. has been independently developed or acquired by the receiving party.</p>
Commonwealth	means the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312.
Contact Officer	means the person named in clause 2.5 of the conditions of proposal.
Defence	means the Department of Defence, the Australian Defence Force and its agencies including the Defence Materiel Organisation.
Glossary	means this document.
Key Persons	means a person filling a Key Staff Position.
Key Staff Positions	means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of any proposed contract.
Intellectual Property	means all copyright (including moral rights) and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know how), and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Project Definition Study	a Project Definition Study involves short-listed Respondents undertaking research and development activities to further refine their Proposals prior to release of a RFT. A Project Definition Study may be either funded or unfunded.
Proposal	means a formal response to this RFP.
Proposal Closing Time	means the time and date specified in clause 3.1 of the conditions of proposal
Respondent	means any person who submits or is considering whether to submit a Proposal to the RFP.
Request for Proposal	means this request for proposal, RFP [... INSERT NUMBER ...] .
Supplies	means the services and goods including deliverables, Intellectual Property and technical data required to be supplied under any resultant contract as identified in the Statement of Requirement.
Statement of Requirement	means the information, requirements and guidelines set out in Part 2 of this RFP, and includes any annexes.
Working Days	means in relation to the doing an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

3. REFERENCED DOCUMENTS

Reference	Description
	Corporations Act 2001
CPGs	Commonwealth Procurement Guidelines – January 2005

ANNEX H TO ATTACHMENT A

Reference	Description
	Criminal Code
	Defence Company ScoreCard Policy Statement, May 2004
DID-PM-MGT-PMP	Project Management Plan
DI(G) PERS 35-3	Managing and Reporting of Unacceptable Behaviour
DPI 1/2001	Defence Plain English Guide to the Managing and Reporting Unacceptable Behaviour
DPPM	Defence Procurement Policy Manual Version 5.0, Update 5.6
DSM	Defence Security Manual
	Privacy Act 1988
	Trade Practices Act 1974

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

1. GENERAL

1.1 Overview (Core)

- 1.1.1 [...INSERT AN OVERVIEW OF THE REQUIRED DEFENCE CAPABILITY...]
- 1.1.2 [...INSERT AN OVERVIEW OF THE DESIRED OUTCOMES/OBJECTIVES OF THE REQUIREMENTS]
- 1.1.3 [...INSERT AN OVERVIEW OF THE PROPOSED SCHEDULE...]
- 1.1.4 [...IF APPROPRIATE, INSERT AN OVERVIEW OF THE PROPOSED CONCEPT OF OPERATIONS IN RELATION TO WHICH THE CAPABILITY IS REQUIRED. THIS COULD BE DONE BY SUMMARISING THE OPERATIONAL CONCEPT DOCUMENT (OCD), OR ATTACHING THE OCD TO THE DESCRIPTION OF REQUIREMENTS...]

2. SCOPE OF REQUIREMENT

2.1 Overview (Core)

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

2.2 Essential Requirements (Optional)

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

2.3 Other Requirements (Optional)

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

3. SPECIFICATIONS

3.1 Overview (Core)

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

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

4. TASK DESCRIPTION

4.1 Overview (Core)

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

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

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

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

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

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

4.4 Review And Reporting Requirements (Core)

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

5. PERFORMANCE MEASUREMENT

5.1 Overview (Core)

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