GENERAL (CORE)

1. PAST PERFORMANCE (Core)

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

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

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

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

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

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

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

* 1. Tenderers are to provide a summary list of up to **[...INSERT NUMBER, EG, three...]** relevant and recent (ie completed within the last five years) or current contracts which may be:
     1. Australian Defence contracts (whether as prime contractor or as a subcontractor in relation to a Defence contract);
     2. contracts from reference sites nominated by tenderers; or
     3. a combination of contracts mentioned in 1.1a and 1.1b.
  2. Tenderers are to list their highest value contracts, including the following details:
     1. contract title and number, including details of the reference site (if any) to which the contract relates;
     2. contract (or project) name and number or procurement agency (if not Defence);
     3. responsibility as either prime contractor / subcontractor;
     4. description of product or service provided;
     5. contract (or subcontract) commencement and completion dates;
     6. dollar value of contract (initial and latest agreed value); and
     7. company division, the location and the nature of work.
  3. Tenderers who have Performance Exchange Scorecards held by Defence, are to refer to any ‘marginal’ or ‘unsatisfactory’ ratings in their Performance Exchange Scorecard and provide the Commonwealth with strategies through which they have or will implement performance improvements for any resultant Contracts and the company’s performance overall. In addition, tenderers are to indicate if they have been a contractor or subcontractor to a project that has been listed as a Project of Concern within the last three years
  4. Tenderers are encouraged to provide details of more highly rated Defence contracts, and of the factors relevant to the superior performance of those contracts, if such information is relevant to this RFT.
  5. Tenderers who have proposed Approved Subcontractors who have Performance Exchange Scorecards held by Defence, which are relevant to the performance of the draft Contract, are to provide the Commonwealth, in relation to any ‘marginal’ or ‘unsatisfactory’ ratings in the Approved Subcontractors Industry and Defence Scorecard, to the extent known to the tenderer, with strategies through which the tenderer will ensure that the Approved Subcontractors will implement performance improvements for any resultant Contracts and the company’s performance overall.
  6. Tenderers are to indicate if the proposed Related Bodies Corporate or Approved Subcontractors have been a contractor or subcontractor to a project that has been listed as a Project of Concern within the last three years.
  7. A tenderer may provide brief additional information on its or a proposed Approved Subcontractor’s past performance relevant to the tenderer demonstrating its ability to perform any resultant Contract. The Commonwealth may consider this information at its sole discretion.
  8. Tenderers are to provide a statement as to whether or not they, or any proposed Approved Subcontractors, have had any contracts with the Commonwealth terminated early for any reason in the last five years. The statement is to include a description of the circumstances of any terminations.

1. GOVERNMENT FURNISHED MATERIAL (Optional)

Draft COC (Acquisition) reference: clause 3.7

Draft COC (Support) reference: clause 3.6

Attachment E to the draft COC (Acquisition)

Attachment E to the draft COC (Support)

Draft SOW (Acquisition) reference: clause 3.13

Draft SOW (Support) reference: clause 3.11

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

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

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

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

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

* 1. Where tenderers propose changes to the quantities, dates, locations or time periods proposed by the Commonwealth at Attachment E to draft COC (Acquisition) and Attachment E to the draft COC (Support), these differences should be clearly identified in the tender response (ie, columns c to f of the Table A-F-1, GFM Tender Response Format).
  2. Tenderers are to specify in column h of Table A-F-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC (Acquisition) or clause 5.1.4 of the draft COC (Support):
     1. the tenderer or a proposed Subcontractor owns all of the IP in the proposed GFM (eg, if a proposed Subcontractor is an OEM: ‘Y – IP owned by [name of Subcontractor]’); or
     2. the tenderer (or its nominee) proposes to own the IP created in respect of the GFM under any resultant Contracts, and the reason for ownership (eg, ‘Y – [reason for ownership]’).

1. Table A-F-1: GFM Tender Response Format

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| 1. Item Description | 1. Reference / Part Number | 1. Quantity | 1. Delivery Date and Location | 1. Return Date and Location | 1. Time Period for Inspection | 1. Technical Data and Software Restrictions (if applicable) | 1. Tenderer owns or is to own new IP in GFM (Y/N) and reason if ‘Y’ | 1. Export Restrictions (if applicable) | 1. Comments / Intended Purpose |
| 1. a | 1. b | 1. c | 1. d | 1. e | 1. f | 1. g | 1. h | 1. i | 1. j |
| Commonwealth Mandated GFM - GFE |  |  |  |  |  |  |  |  |  |
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| Commonwealth Mandated GFM - GFD |  |  |  |  |  |  |  |  |  |
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| Non-mandated GFM - GFI |  |  |  |  |  |  |  |  |  |
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| All other non-mandated GFM |  |  |  |  |  |  |  |  |  |
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Notes: Table A-F-1

1. Item Description: A description of the item of GFM.
2. Reference / Part Number: A reference, part number, document number, or other identifier that clearly identifies the item of GFM.
3. Quantity: The quantity of the item of GFM to be delivered (or made available) by the Commonwealth.
4. Delivery Date and Location: The date on and location at which the item of GFM is to be delivered by the Commonwealth.
5. Return Date and Location: The date on and location at which the item of GFM is to be returned to the Commonwealth.
6. Time Period for Inspection: The period within which the Contractor, under any resultant Contract, is required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.13.1 of the SOW.
7. Technical Data and Software Restrictions: Any restrictions on the Technical Data or Software within an item of GFM that is in addition to the licence terms granted by the Commonwealth under clause 5.6 of the draft COC (if applicable).
8. Tenderer owns or is to own new IP in GFM: A declaration of whether or not the IP created under any resultant Contract (or a Subcontract) with respect to the item of GFM is to be owned by the Contractor pursuant to clause 5.1.4 of the COC. For evaluation purposes tenderers are to provide justification for any proposed ownership in new IP in GFM.
9. Export Restrictions: Any restrictions derived from Export Approvals to which an item of GFM is subject to (if applicable).
10. Comments/Intended Purpose: The purpose for which the item of GFM is provided to the Contractor, under any resultant Contract, and any comments that are supplementary to the information provided in columns (a) to (i).
11. GOVERNMENT FURNISHED FACILITIES (Optional)

Draft COC (Acquisition) reference: clause 3.8

Draft COC (Support) reference: clause 3.7

Attachment O to the draft COC (Acquisition)

Attachment O to the draft COC (Support)

Draft SOW (Acquisition) reference: clause 3.20

Draft SOW (Support) reference: clauses 3.19 and 9.6

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

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

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

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| Option: For when the Commonwealth will allow tenderers to propose GFF.  Note to tenderers: Additional Government Furnished Facilities (GFF) may be proposed by tenderers for the purposes of any resultant Contracts. |

* 1. Tenderers are to provide the following details:
     1. details of the proposed use of the Government Furnished Facilities (GFF) and any specific GFF Licensed Areas;
     2. any assumptions (eg, cost, schedule, maintenance obligations, access, services, attribution of Operating Expenses, etc.) that tenderers have made in their tender relevant to use of that GFF; and
     3. any other requirements or arrangements that tenderers would require relevant to use of that GFF.

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

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