1. RESPONSE VOLUME: GENERAL (CORE)
2. 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 and update the below clauses for any replacement program details as necessary.

Drafters may choose to insert the text below as a Note to tenderers for any approach to 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 RFT or as part of contract negotiations.”

Note to tenderers: The information requested in TDR E-1 will be used to assess each tenderer’s ability to perform any resultant Contract. 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 Performance Exchange 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 with few users (eg, only for Defence), the number of contracts will be small.

* 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 the contracts mentioned in clauses 1.1a and 1.1b.
  2. Tenderers should list their highest value contracts and should include 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 entity (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 Contract 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 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 the 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 Subcontractor’s Performance Exchange Scorecard, to the extent known to the tenderer, with strategies through which the tenderer will ensure that the Approved Subcontractor will implement performance improvements for any resultant Contract and the company’s performance overall. In addition, 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.
  6. 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.
  7. A tenderer is to provide a statement as to whether or not it, 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. CONTRACT WORK BREAKDOWN STRUCTURE AND DICTIONARY (optional)

Draft SOW reference: clause 3.2.3

Note to drafters: Include this requirement if a CWBS has been included in the draft SOW. The draft CWBS can be an important tender deliverable for confirming that the tenderer has fully understood the scope of work and for understanding the tendered price.

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

1. tenderers would have sound programmatic, cost and schedule control mechanisms in place under any resultant Contract; and
2. Subcontractors’ work activities would be consistent with and integrated into the CWBS.

Tenderers should note that DID-SSM-CWBS requires the CWBS to be derived from the Contract Summary WBS (CSWBS) breakdown at Attachment M to the Contract. The CWBS then forms the basis of the Prices for Recurring Services in Annex D to Attachment A of the COT.

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

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

* + 1. Operating Support;
    2. Engineering Support;
    3. Maintenance Support;
    4. Supply Support;
    5. Training Support;
    6. Support Resources; and
    7. Support Services Management.
  1. The draft CWBS is to contain as much detail as is necessary to demonstrate an understanding of the work effort required to successfully achieve the end objective of any resultant Contract and to ensure that program controls are integrated with cost and schedule controls.
  2. The draft CWBS is to be prepared and provided in a tool such that it can be reviewed at any level of expansion (for instance using ‘outline mode’ in Microsoft Word or Excel).
  3. The CWBS Dictionary is to be keyed to the CWBS index and is to define the scope of each CWBS element in the CWBS.

1. SUPPORT SERVICES MASTER SCHEDULE (optional)

Draft SOW reference: clause 3.2.2

Note to drafters: The Support Services Master Schedule (SSMS) is optional. If the draft Contract has no significant milestones, then an SSMS and this TDR may not be required and this requirement can be replaced with ‘Not used’. Note also that a draft Phase In Plan and draft Ramp Up Management Plan (from TDR G-3) should address the activities and events required to establish Services, including the Operative Date.

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

Note to tenderers: The Commonwealth needs to:

1. understand the tenderer’s time-based sequence of activities;
2. assess the level of schedule risk associated with the tenderer’s proposal (including proposed Subcontractors);
3. ensure that time estimates and dependencies are realistic and consistent with the tenderers proposed staff/skills profile; and
4. ensure that the proposed Subcontractors’ time-based sequence of activities are realistic and consistent with the Support Services Master Schedule (SSMS).
   1. Tenderers are to provide a draft Support Services Master Schedule (SSMS) (in both hard copy and soft copy) in accordance with DID-SSM-SSMS (with sufficient detail to meet the requirements described in clauses 3.2 to 3.3) in the form of a Gantt Chart in Microsoft Project, Open Plan Professional or other agreed scheduling software.
   2. The draft SSMS is to include a description of each Milestone (where applicable), identification of the organisation primarily responsible for its accomplishment (Contractor, Subcontractor or Commonwealth), and a scheduled date/period for its accomplishment.
   3. The draft SSMS is to contain as much detail as necessary to demonstrate an understanding of the work effort and schedule control required to successfully complete any resultant Contract.
5. KEY staff positions (CORE)

Draft COC reference: clause 3.12

Draft SOW reference: clause 9.1

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

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

* 1. Tenderers are to identify Key Staff Positions for any resultant Contract based on the activities in the draft Contract and the perceived risks.
  2. For each Key Staff Position identified in response to clause 4.1, tenderers are to provide, in the tenderer’s own format, a position/person specification. The position components of the position/person specifications are to include: position title, reporting relationships (both programmatic and technical), delegated authority levels, duties and responsibilities. The person components of the position/person specifications are to include: qualifications, training, essential experience, desirable experience, and other attributes required of the person filling the position.
  3. Tenderers are to identify the numbers of staff meeting the person components of the position/person specifications for each Key Staff Position identified in response to clause 4.1, for the organisational entity (including proposed Subcontractors), and the numbers of staff actually executing the relevant tasks of the Key Staff Positions their current roles.

Note to drafters: Choose an option based on the need to identify Key Persons, by name, in the tender response. Having named individuals can improve confidence in tender responses, but may have less relevance if Operative Date will not occur in the short term; for example, if the Contract (Support) commences several years after a Contract (Acquisition).

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| Option A: Include when potential Key Persons do not need to be identified by name.   * 1. Tenderers are to describe their strategy to fill the Key Staff Positions identified in response to clause 4.1. |

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| Option B: Include when potential Key Persons are to be identified by name.   * 1. Tenderers are to nominate the Key Persons proposed to fill the Key Staff Positions identified in response to clause 4.1. Tenderers are to also provide a brief description of the proposed Key Persons, explaining how their qualifications and experience will meet the requirements of that Key Staff Position.   2. Where the tenderers do not nominate personnel to fill the Key Staff Positions in response to clause 4.5, tenderers are to describe their strategy to fill the Key Staff Positions. |

1. STAFF/SKILLS PROFILE (OPTIONAL)

Draft SOW reference: DID-SSM-SSMP clause 6.2.4

Note to drafters: A staff/skills profile should be requested in medium-to-large support contracts (eg, more than $10m per year for Recurring Services).

Note to tenderers:  The Commonwealth needs to understand the tenderer’s proposed staff/skills profile to assess the staffing-related risks associated with the tenderer’s offer, including in relation to implementation and achieving the required Outcomes.

* 1. Tenderers are to provide aggregate, labour-category-based, time-phased plans for the use of human resources in the performance of any resultant Contract, which:
     1. identifies the staffing requirements on a month-by-month basis;
     2. is consistent with the work identified in the SSMS provided in response to TDR E-3; and
     3. breaks down the staff requirements into the labour categories identified by the tenderer, including those labour categories identified in response to TDR D‑5 (eg, support services management, commercial, and the various trades associated with each of the Support System Constituent Capabilities).
  2. Tenderers are to separately provide the information required by clause 5.1 for any proposed Approved Subcontractors that would undertaking significant elements of the required Services under any resultant Contract.
  3. Tenderers are to provide each of the staff/skills profiles in Microsoft Excel or the scheduling software used in response to TDR E-3.

1. RISK ASSESSMENT AND RISK REGISTER (Core)

Draft SOW reference: clause 3.7

Note to tenderers: The Commonwealth needs to understand the tenderer’s assessment of the risks associated with the implementation of any resultant Contract, particularly the budget and schedule allocated to treat risks and the residual risk exposure.

* 1. Tenderers are to provide a risk register prepared in accordance with DID-SSM-SSMP, which summarises the tenderer’s assessment of the risks associated with the performance of any resultant Contract, including in relation to technical, commercial, legal, financial, operational and schedule aspects, and risks relating to health, safety and the Environment.

1. QUALITY STATEMENT (Core)

Draft SOW reference: clause 11

Note to tenderers: The successful tenderer will be required to have, at the Operative Date, a Quality Management System (QMS) Certified to AS/NZS ISO 9001:2016 ‘Quality Management Systems – Requirements’, appropriate for the scope of work under any resultant Contract.

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

The tenderers QMS may be required to undergo an assessment by the Commonwealth as part of the tender evaluation.

Where a standard (approved by a recognised body) in relation to a Service is specified in the draft Contract, tenderers are to show in their response their capability to meet that standard.

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

* 1. Tenderers are to provide information on their QMS, including details of their Certification status, the current Certification level and scope, and the Certification body. Tenderers are to include copies of any certificates issued, and recognition by other organisations (ie, an ADF regulatory / assurance authority) relevant to the draft Contract.
  2. If the tenderer’s QMS is Certified to AS/NZS ISO 9001:2016, tenderers are to provide copies of those parts of their quality manual which describe and justify permissible exclusions under section 1.2 of the standard.
  3. If the tenderer’s QMS has not yet achieved Certification, tenderers are to describe arrangements to obtain Certification, including timescale, the proposed Certification body and the standard to be attained.
  4. Tenderers are to provide a statement detailing how the scope of their Certified QMS would be applied to the overall work of any resultant Contract. The statement should identify how any out-of-scope activities will be managed and verified (eg, by the development of new capabilities, by subcontracting, etc).
  5. If applicable, tenderers are to describe how the QMS is structured to control the design and development (ie, modification) of hardware and Software by the application of a suitable development or guidance standard to any resultant Contract.
  6. Tenderers are to identify each proposed Subcontractor (if any) expected to perform hardware or Software design, development, production or installation activities, or safety-critical Maintenance activities, and describe how the Quality of their work would be assured (eg, Subcontractor QMS, independent Quality assurance agents, or by other means).

1. Problematic SUBSTANCES and Problematic Sources (Core)

Draft SOW reference: clause 12.1

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

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

* 1. Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling, storage and disposal of Problematic Substances, such as:

* + 1. **[DRAFTER TO INSERT SUBSTANCE OR CLASS AND CATEGORY]**; and
    2. **[DRAFTER TO INSERT SUBSTANCE OR CLASS AND CATEGORY]**.

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

* 1. Tenderers are to describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling and/or storage of Problematic Sources, such as:
     1. **[DRAFTER TO INSERT SOURCE OR CLASS]**; and
     2. **[DRAFTER TO INSERT SOURCE OR CLASS]**.
  2. Tenderers are to identify any known Problematic Substances that would require Approval under clause 12.1.1.1 of the draft SOW, or any known Problematic Sources that would require Approval under clause 12.1.4 of the draft SOW, but which are not addressed by clauses 8.1 or 8.2. If so, tenderers are to identify the Problematic Substances and Problematic Sources, identify the purposes for which they will be used and describe the system(s) and processes that would be applied under any resultant Contract to manage the safe use, handling, storage and disposal of those Problematic Substances or Problematic Sources (as applicable) if not already addressed in the response to clauses 8.1 or 8.2.

1. DEFENCE INDUSTRY SECURITY PROGRAM PHYSICAL AND INFORMATION / CYBER SECURITY REQUIREMENT (Optional)

Draft COC reference: clause 11.10

Note to drafters: Include this clause if DISP membership at Level 1 or above has been specified in the Details Schedule in the draft COC, for the Physical Security and/or Information / Cyber Security elements. Classified information should not be included in an RFT, except in exceptional circumstances. If the RFT is to include classified information, drafters should consult their Security Officer.

Note to tenderers: Refer to the Details Schedule in the draft COC regarding the DISP membership level required for the Physical Security and Information / Cyber Security elements, and COMSEC material transmission requirements, as required, for the performance of any resultant Contract.

For information on COMSEC, classification, categorisation, DISP membership, and access to the DSPF, tenderers should refer to the Security Classification and Categorisation Guide attached to the draft Contract or contact the Contact Officer specified in the Tender Details Schedule.

* 1. Tenderers are to provide the following details for all premises proposed in their tender that will be used for the storage of classified documents, classified assets, or the housing of ICT systems for the processing of data, up to and including the Physical Security and Information / Cyber Security DISP membership levels identified in the Details Schedule in the draft COC:
     1. physical address of facility;
     2. facility accreditation(s) held (type and level), when granted and by whom; and
     3. ICT system accreditation(s) held (type and level), when granted and by whom.
  2. If appropriate DISP membership levels are not held, then tenderers are to indicate their willingness to undergo the procedures for obtaining the requisite DISP membership.
  3. Tenderers are to provide the above information in relation to all Subcontractors who will require access to security classified information.

1. GOVERNMENT FURNISHED MATERIAL (Optional)

Draft COC reference: clause 3.6

Attachment E to the draft Contract

Draft SOW reference: clause 3.11

Note to drafters: GFE provided to the Contractor is to be accompanied by related information sufficient to enable safety risk assessments to be performed. For further information refer to the CASG Safety Management System (CASSafe) Requirement 10.2 – ‘Supply safe plant, substances, structures and radiation sources’. To the extent that safety related information is not contained in Technical Data, that information will need to be provided to the Contractor as GFI or GFD (as applicable).

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 COC. Additional GFM may be proposed by tenderers for the purposes of any resultant Contract. Clause 5.1.4 of the draft COC provides that the tenderer will own newly created IP in GFM, if it already owns all the IP in that GFM. The tenderer may also propose that it own newly created IP in GFM, in accordance with clause 5.1.4 of the draft COC.

* 1. Tenderers are to provide the requested detail, including the intended purpose of the GFM (whether the GFM is to be used to assist in the provision of the Services or is to be included in the Services), in accordance with the GFM Tender Response Format at Table E-1 below.

Note to tenderers: In relation to any Commonwealth or tenderer proposed GFM, tenderers are to identify in TDR 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. If tenderers propose changes to the quantities, dates, locations or time periods proposed by the Commonwealth at Attachment E to the draft Contract, these differences should be clearly identified in the tender response (ie, columns c to f of the Table E-1, GFM Tender Response Format).
  2. Tenderers are to specify in column h of Table E-1, GFM Tender Response Format, whether, in accordance with clause 5.1.4 of the draft COC:
     + 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 Contract, and the reason for ownership (eg, ‘Y – [reason for ownership]’).

Table E-1: GFM Tender Response Format

| Item description | Reference / part number | Quantity | Delivery date and location | Return date and location | Time Period for Inspection | Technical Data and Software Restrictions (if applicable) | Tenderer owns or is proposed to own new IP in GFM (Y/N) and reason if ‘Y’ | Export restrictions (if applicable) | Remarks/ Intended Purpose |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| a | b | c | d | e | f | g | h | i | 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 E-1: GFM Tender Response Format

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 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 a successful tenderer will be required to inspect the item of GFM and notify the Commonwealth in accordance with clause 3.12.1 of the SOW.
7. TD and Software Restrictions: Indicates if there are restrictions on the Technical Data or Software within an item of GFM that are in addition to the licence terms granted by the Commonwealth under clause 5.5 of the COC (if applicable).
8. Tenderer to Own New IP in GFM: A declaration of whether or not the IP created under the Contract or a Subcontract with respect to the item of GFM is to be owned by the Tenderer 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 Approvals 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 tenderer and any comments that are supplementary to the information provided in columns (a) to (i).
11. GOVERNMENT FURNISHED FACILITIES (Optional)

Draft COC reference: clause 3.7

Attachment O to the draft Contract

Draft SOW reference: clauses 3.19 and 9.6

Note to drafters: Include this clause if clause 3.7 has been included in the draft COC. If GFF will not be offered for any resultant Contract, 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 draft Contract. |

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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 Contract. |

* 1. Tenderers are to provide the following details:
     1. details of the proposed use of the 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 should include in the response to TDR 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 Attachment O to the draft Contract (if any) or provide an alternative proposal.

1. GOVERNMENT FURNISHED SERVICES (Optional)

Draft COC reference: clause 3.9

Attachment E to the draft Contract

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

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| Option: For when the Commonwealth is mandating or proposing GFS.  Note to tenderers: All GFS that has been mandated or proposed by the Commonwealth (if any) is detailed in Attachment E to the draft COC. |

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| Option: For when the Commonwealth will allow tenderers to propose GFS.  Note to tenderers: Additional GFS may be proposed by tenderers for the purposes of any resultant Contract. |

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

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

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

1. ALTERNATIVE PERFORMANCE Management PROPOSAL (CORE)

Draft COC reference: clauses 6.1, 6.3 & 7.16

Attachments B, P & Q to the draft Contract

Draft SOW reference: clause 3.2.5

* 1. If a tenderer wishes to submit an alternative proposal in relation to any aspect of the performance management framework in the draft Contract, the tenderer is to comply with clause 2.15 of the COT.
  2. The aspects of the performance management framework that may be the subject of an alternative proposal may include:
     1. the Review Periods;
     2. the KPIs;
     3. the weightings for the KPIs;
     4. the Performance Implementation Period;
     5. Performance Incentives; and
     6. the OPMs.

1. CAPABILITY INNOVATIONS AND EFFICIENCIES (CORE)

Draft COC reference: clause 3.19

Draft SOW reference: clause 13

Note to drafters: Amend the following Note to tenderers to align with other TDRs (eg, if TDR G‑4 has not been included or add reference to the applicable TDR if the Commonwealth is seeking opportunities to enhance Capability through technology evolution).

Note to tenderers: The Commonwealth is keen to investigate opportunities that have the potential to reduce the Total Cost of Ownership (TCO) to the Commonwealth in maintaining and, where required, enhancing the Capability over the life of the Capability. To this end, the Commonwealth is keen to seek tenderers’ proposals for Innovations / Efficiencies (IEs) that could realise reductions in TCO. Tenderers are advised that, while IEs address three different outcomes (ie, achieving reductions in TCO, enhancing Australian Industry Capability (AIC), and enabling Capability innovations in relation to technology evolution and technology insertion), this TDR E‑14 is only addressing opportunities to reduce TCO. TDR G‑4 addresses opportunities to enhance AIC, while the Commonwealth is not currently seeking opportunities to enhance Capability through this tender.

The Commonwealth reserves the right to use ideas put forward by any tenderer in relation to proposed IEs for the purposes of any resultant Contract and, more generally, for the purposes of the Commonwealth.

The responses to this requirement are not assessed as alternative proposals in accordance with clause 2.15 of the COT, but the Commonwealth will include any identified opportunities in its assessment of the tenderer’s offer.

* 1. Tenderers are to provide a draft Innovation / Efficiency (IE) Implementation Plan (IEIP) in accordance with the clauses of DID-SSM-IEIP shown in Table E-2.

Table E-: Required Clauses from DID-SSM-IEIP

| Section | Name |
| --- | --- |
| 1. 6.2.1 | 1. IE Program Management |
| 1. 6.2.4 | 1. Overview of Approved IEs |
| 1. 6.2.5 | 1. IE Implementation Planning 2. (6.2.5.2 only) |

* 1. For clause 14.1, references in the DID to ‘Approved IE’ and ‘Contract’ are to be read as references to ‘proposed IE’ and the ‘draft Contract’.
  2. Tenderers are to ensure that the draft IEIP identifies any provisions of the draft Contract (including the draft SOW) that tenderers consider will unnecessarily impede the achievement of the outcomes being sought through the CIE Program.