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1 GENERAL

1.1 General

- 1.1.1 The Commonwealth through the Department of Defence (Defence) relies on a range of service providers to deliver essential maintenance and sustainment services across Defence Sites nationally (Base Services). Collectively, Base Services are a significant and fundamental sustainment requirement which ensures the continued organisational, operational and military capability of Defence.
- 1.1.2 The Commonwealth has allocated the individual Services into Packages to optimise overall effectiveness and efficiency in the delivery of the Base Services. A Package may consist of one or more Services which have been grouped into a Package according to aligned service characteristics.
- 1.1.3 The procurement process consists of two stages as described below:
- Stage 1 – Request for Proposal (RFP).** An approach to the market by this RFP to assess and shortlist respondents against the requirements of this RFT in accordance with clause 5.8.
 - Stage 2 – Request for Tender (RFT).** A release of the RFT to shortlisted respondents from Stage 1 – RFP.
- 1.1.4 Following conclusion of this RFP, shortlisted respondents will be invited to participate in a Co-Design Activity (CDA). The Commonwealth will provide further information on the CDA to shortlisted respondents prior to the commencement of CDA.
- 1.1.5 In conducting this RFP of the procurement process, the Commonwealth is seeking an outcome that will:
- provide the Commonwealth with value for money;
 - meet the Commonwealth's current and future Base Services requirements;
 - enable respondents to demonstrate a capability and the capacity to deliver all of the Services in any one or more of the Packages in the State or Territory designated by the Commonwealth; and
 - provide significant and sustainable benefits to the Commonwealth, Industry Partners and the respondents who are ultimately successful in the process.

1.2 Interpretation of Request for Proposal

- 1.2.1 The RFP comprises:
- Part 1 – Conditions of Proposal (COP), Proposal Data Requirements List (PDRL) and annexes;
 - Part 2 – Statement of Expectation (SOE) and annexes; and
 - Part 3 – Commercial Framework.
- 1.2.2 In this RFP, unless the contrary intention appears:
- headings are for the purpose of convenient reference only and do not form part of the RFP;
 - the singular includes the plural and vice-versa;
 - a reference to one gender includes the other;
 - a reference to a person includes a body politic, body corporate or a partnership;
 - 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 is to be done no later than the end of the next Working Day;
 - 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. words, abbreviations and acronyms have the meaning given to them by the Glossary at Attachment B to the conditions of proposal.
- 1.2.3 To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, or restitutionary 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 subsequent RFT or other procurement process.
- 1.2.4 The Commonwealth will not be responsible for any costs or expenses incurred by any respondent in preparation or lodgement of a proposal or taking part in the RFP process.
- 1.2.5 If there is any inconsistency between any part of this RFP, a descending order of precedence is to be accorded to the:
- a. Conditions of Proposal and the Glossary;
 - b. annexes to the Conditions of Proposal other than the Glossary;
 - c. the SOE;
 - d. annexes to the SOE; and
 - e. any document incorporated by express reference as part of the RFP,
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

1.3 Amendment of the Request for Proposal

Note to respondent: When an amendment to the RFP is issued by the Commonwealth it will be through AusTender. Refer to clause 3.1 for further information on AusTender.

- 1.3.1 The Commonwealth may amend this RFP upon giving respondents timely written notice of an amendment.
- 1.3.2 If the Commonwealth amends this RFP under clause 1.3.1 after proposals have been submitted, it may seek amended proposals.
- 1.3.3 The respondent will have no claim against the Commonwealth or its officers, employees or advisers in connection with either the exercise of, or failure to exercise, the Commonwealth's rights under this clause 1.3.

1.4 Termination, Suspension or Deferral of Request for Proposal Process

- 1.4.1 Without limiting its other rights under this RFP or at law or otherwise, the Commonwealth may suspend, defer or terminate this RFP process or not proceed with any further procurement process and the RFT, where the Commonwealth determines that:
 - a. it is in the public interest to do so;
 - b. the Commonwealth is required by law to do so;
 - c. no respondent represents value for money;
 - d. no respondent meets the Conditions for Participation, if any, at clause 5.5; or
 - e. no respondent meets the requirements, if any, identified as essential in a SOE,
 and the Commonwealth will notify the respondents to this effect.

1.5 Other Commonwealth Rights

- 1.5.1 Without limiting its other rights under this RFP or at law or otherwise, the Commonwealth may at any time during this RFP process, do all or any of the following:
- permit any person to participate as a respondent in the RFP process prior to the final date for submission of proposals;
 - shortlist a respondent without prior notice to any other respondent;
 - require additional information from any respondent;
 - change the structure and timing of the RFP process and subsequent stages of the procurement process and notify the respondents under clause 1.3;
 - conduct a subsequent procurement process and, subject to the Commonwealth's Intellectual Property (IP) and non-disclosure obligations, utilise information gained in this RFP process for that purpose;
 - negotiate with one or more respondents;
 - request, attend or conduct any site inspections; or
 - request, attend or observe any product, plant, equipment or other demonstration, trial or test.
- 1.5.2 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.

1.6 Australian Government Requirements

Note to respondent: Electronic copies of relevant Defence documents are available on the internet at:

<http://www.defence.gov.au/casg/DoingBusiness/ProcurementDefence/ContractingWithDefence/PoliciesGuidelinesTemplates/ContractingTemplates/asdefcon.aspx>

Any other documents required can be provided by the Contact Officer.

- 1.6.1 All respondents should familiarise themselves with the following Commonwealth policies:
- Defence and Industry policy as detailed in the *Defence Industry Policy Statement* and Australian Industry Capability policy available at:
<http://www.defence.gov.au/SPI/Industry/AIC.asp>;
 - Conflicts of interest; Gifts, hospitality and sponsorship; Notification of post separation employment; Required behaviours in Defence; Incident reporting and management; and ethical relationship policies as detailed in DI(G) PERS 25-6, DI(G) PERS 25-7, DI(G) PERS 25-4, Interim Defence Instruction PERS 35-3;;
 - Annex C, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual;
 - Public Interest Disclosure policy detailed at:
<http://www.ombudsman.gov.au/about/making-a-disclosure>;
 - Workplace Gender Equality policy as detailed at:
<https://www.wgea.gov.au/about-wgea/workplace-gender-equality-procurement-principles>;
 - Indigenous Procurement Policy as detailed at:
<http://www.dpmc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy>;
- 1.6.2 The respondent acknowledges that as a Commonwealth agency, the Department of 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. Any contract resulting from a subsequent RFT or other procurement 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.

- 1.6.3 The respondent agrees that the Defence may provide any information collected or provided during the course of this process to other Commonwealth agencies or regulatory bodies.

1.7 Defence Procurement Processes

- 1.7.1 The respondent and its officers, employees, agents and advisers are to, at all times during the RFP process, comply with the Annex C, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual.

1.8 Procurement Complaints

- 1.8.1 In the event a respondent wishes to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, the respondent must cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.

1.9 Statement of Tax Record (STR)

Note to respondent: The Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain from respondents satisfactory and valid STRs. Further information about the requirements arising under the Black Economy Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/publication/p2019-t369466>.

- 1.9.1 In accordance with the Black Economy Procurement Connected Policy, and subject to clause 1.9.2, a respondent is to include all of the satisfactory and value STRs required from a respondent under Table A-3.
- 1.9.2 If the respondent includes an STR receipt issued by the Australian Taxation Office confirming that the STRs required under Table A-3 were requested prior to the Closing Time, then the respondent may provide all of the required satisfactory and valid STRs to the Contact Officer within four Working Days after the Proposal Closing Time.
- 1.9.3 For the purposes of the RFP, an STR is taken to be:
- satisfactory if the STR states that the entity has met the conditions, as set out in the Black Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
 - valid if the STR has not expired as at the date on which the STR is required to be provided or held.

2 PROPOSAL PREPARATION

2.1 Respondents to Inform Themselves

- 2.1.1 The Commonwealth makes no representations or warranties that the information in this RFP or any information communicated or provided to the respondent during the RFP process is, or will be, accurate, current or complete.
- 2.1.2 The respondent is responsible for:
- examining this RFP, any documents referenced in or attached to this RFP and any other information made available by the Commonwealth to the respondent in connection with the RFP process;
 - 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 its proposal(s); and
 - satisfying itself as to the accuracy and completeness of its proposal(s) including its indicative prices (if pricing is requested).
- 2.1.3 The respondent is to prepare and lodge its proposal based on the respondent's acknowledgment and agreement that it:

- a. does 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;
 - b. has relied entirely upon its own inquiries and inspection in respect of the subject of its proposal;
 - c. is aware of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) and Division 137 of the *Criminal Code* under which giving false or misleading information is a serious offence; and
 - d. is aware of the impact of the *Auditor-General Act 1997* on its participation in the RFP and any subsequent procurement process.
- 2.1.4 The requirements and information set out in Part 2 of this RFP are based on current and historical data requirements which have not been audited for the purpose of this RFP. Future events and requirements for the purpose of the RFT may differ significantly from the current and historical information that is contained in this RFP, which may be material. The respondent is to make its own independent assessment 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

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

2.3 Proposal Preparation

- 2.3.1 Unless otherwise agreed, the respondent is to complete and provide the information requested in the annexes to the Conditions of Proposal and is to 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 annex is to be indicated in the response to that annex.

2.4 Responsibility for Proposal Costs

- 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 the respondent in preparation or lodgement of a proposal or taking part in the RFP process.
- 2.4.2 In addition to clause 1.2.3, the Commonwealth is not liable to the respondent for any costs on the basis of 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

- 2.5.1 The Contact Officer for this RFP is:
- Base Services Transformation Program Contact Officer
 Base Service Transformation Program Office
 Email: bst.contactofficer@defence.gov.au

- 2.5.2 The respondent is to direct any questions or concerns regarding this RFP to the Contact Officer in writing.
- 2.5.3 The respondent may submit questions or concerns to the Contact Officer up until 12.00pm (noon) local time in the Australian Capital Territory (ACT) on Friday 2 December 2022.
- 2.5.4 Any question or concern submitted by a respondent is submitted on the basis that the Commonwealth may circulate it and the Commonwealth's response to all other respondents without disclosing the source of the question or concern, Confidential Information or the substance of the proposed proposal.

2.6 Preparation and Transmission of Classified Proposals

- 2.6.1 Not Used.

2.7 Defence Security Clearance Requirements

- 2.7.1 On request by the Commonwealth, the respondent is to comply with the Commonwealth security clearance and accreditation process as detailed in Principles 40, 72 and 73 of the Defence Security Principles Framework (DSPF) as amended from time to time, including obtaining the level of security clearance and accreditation required by the Commonwealth.

2.8 Industry Briefing

- 2.8.1 An industry briefing will be conducted virtually commencing at 2.00 pm local time in the ACT on 19 October 2022. Attendance at the industry briefing is not compulsory and there will not be a limit on the number of representatives of prospective respondent personnel for the briefing. Details for how to access the online Industry Briefing will be communicated through the AusTender website.
- 2.8.2 The virtual industry briefing will be recorded and the recording will be accessible on the Base Services Transformation Program website shortly after conclusion of the industry briefing. Details for how to access the virtual industry briefing session will be published on the AusTender website.
- 2.8.3 Industry briefings are conducted for the purpose of providing background information only. Respondents should note the effect of clauses 1.3.1 and 2.1.3. The respondent should not rely on any 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.

2.9 Data Room

- 2.9.1 The Commonwealth has established a virtual data room for this RFP (Data Room). The Commonwealth will make information available in the Data Room to assist all respondents in their due diligence in respect of the RFP.
- 2.9.2 The information available in the Data Room is Commonwealth Confidential Information for the purposes of this RFP.
- 2.9.3 The Commonwealth requires the respondent (and any of the respondent's proposed Subcontractors, partners or Related Bodies Corporate) to execute a Deed Poll of Confidentiality in the form at Attachment D to these Conditions of Proposal before respondent personnel (or personnel of any proposed Subcontractor, partner or Related Bodies Corporate) can access to the Data Room.
- 2.9.4 Respondents are required to email a scanned copy of the duly executed Deed Poll of Confidentiality to the Contact Officer.
- 2.9.5 If the Commonwealth is satisfied with the documentation required in clause 2.9.3, it will email the respondent instructions on how to access the Data Room.

3 PROPOSAL LODGEMENT

3.1 Lodgement of Proposals

Note to respondent: *The Proposal Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Proposal Closing Time (for more information please see AusTender Terms of Use). For the purposes of determining whether a proposal has been lodged before the Proposal Closing Time, the countdown clock will be conclusive.*

- 3.1.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFP (Approach to Market (ATM)), the respondent is to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- 3.1.2 All queries and requests for AusTender technical or operational support are to be directed to:
AusTender Help Desk,
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au

The AusTender Helpdesk is available between 9am and 5pm local time in the ACT, Monday to Friday (excluding ACT and national public holidays).
- 3.1.3 Proposals are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before 12.00pm (noon) local time in the ACT on **16 December 2022** (the 'Proposal Closing Time') in accordance with the proposal lodgement procedures set out in this RFP and on AusTender. Late submissions will not be accepted unless the submission is late as a consequence of mishandling by the Commonwealth in accordance with clause 1.8 of the AusTender Term of Use.
- 3.1.4 Proposals are to be lodged in either PDF or Microsoft Office compatible format. All file names should:
- sufficiently identify the respondent by including its full name; and
 - reflect the parts of the proposal it represents, where the proposal comprises multiple files.
- 3.1.5 The proposal is to include a PDF copy of the executed Declaration by the Respondent.
- 3.1.6 Proposal files should not exceed a combined file size of 500 megabytes per upload.

3.2 Period of Proposal

- 3.2.1 The Commonwealth requires that proposals submitted in response to this RFP remain valid for a period of not less than 12 months after the Proposal Closing Time.
- 3.2.2 If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the period identified in clause 3.2.1 is extended by the period of suspension, up to twice the period identified in clause 3.2.1.
- 3.2.3 Without limiting clause 3.2.2, the Commonwealth may request an extension of the period identified in clause 3.2.1.

3.3 Alterations, Erasures or Illegibility

- 3.3.1 Any alterations or erasures made to a proposal by a respondent 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.

3.4 Unintentional Errors of Form

- 3.4.1 If the Commonwealth considers that there are unintentional errors of form in a proposal, the Commonwealth may request the respondent to correct or clarify the error but will not permit any material alteration or addition to the proposal.

4 MATTERS CONCERNING PROPOSAL RESPONSE

4.1 Confidential Information

- 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 or not such a deed is required, and without limiting a respondent's obligations under the deed, respondents are to:
- treat the RFP and any information provided to the respondent by or on behalf of the Commonwealth in connection with the RFP process as confidential;
 - not disclose or use that information except as strictly required for the purpose of developing a proposal in accordance with the RFP; and
 - not disclose that information to another respondent.
- 4.1.2 In accordance with paragraph 7.22 of the Commonwealth Procurement Rules, the Commonwealth will treat proposals as confidential.

4.2 Collusive Bidding

- 4.2.1 The respondent and its officers, employees, agents and advisers are not to engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to:
- the preparation or lodgement of proposals; and
 - the evaluation and clarification of proposals,
- in respect of this RFP or RFP process or any other procurement process being 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) whether or not such information is confidential to the Commonwealth or any other respondent or any other person or entity.
- 4.2.3 In addition to any other remedies available under any law or any contract, the Commonwealth may 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 lodgement of proposals whether in respect of this RFP or RFP process or any other procurement process being conducted by the Commonwealth in respect of its defence capability requirements.

4.3 Unlawful Inducements

- 4.3.1 The respondent and Related Bodies Corporate, and their officers, employees, agents and advisers are to, at all times during the RFP process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their proposal. The Commonwealth may exclude a proposal from further consideration if in the opinion of the Commonwealth, a respondent or Related Body Corporate, or their officers, employees, agents or advisers fails to comply with this clause 4.3.1.

4.4 Improper Assistance

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

4.5 Use of Former Defence Personnel or Defence Service Providers in Proposal Preparation and Process

- 4.5.1 Without limiting the operation of clause 4.4, a respondent is not to, without prior written approval from the Commonwealth, permit any Defence Personnel or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the respondent's proposal or the RFP process, if:
- a. the person was involved at any time in the planning of the procurement to which this RFP relates, the preparation of this RFP, or the management of the RFP process; or
 - b. the person was, at any time during the 12 months immediately preceding the date of issue of this RFP, involved in a Defence procurement process or activity relevant or related to this RFP.
- 4.5.2 If the respondent fails to comply with this clause 4.5, the proposal may be excluded from further consideration.

4.6 Conflict of Interest

- 4.6.1 A respondent is not to, and is to ensure that its officers, employees, agents and advisers do not, place themselves 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 is to notify the Commonwealth immediately in writing and take such steps as the Commonwealth may 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

- 4.7.1 All proposal documents submitted in response to this RFP become the property of the Commonwealth and the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
- a. evaluation, shortlisting and selection of any response to this RFP and the preparation and conduct of any procurement process subsequent to this RFP;
 - b. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by the Commonwealth; and
 - c. the development of any other procurement process conducted by the Commonwealth.
- 4.7.2 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 for the purposes contained in clause 4.7.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.
- 4.7.3 Nothing in clause 4.7.1 affects the ownership of the IP in the information contained in the proposal documents.

4.8 Return of Information to the Commonwealth

- 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 any stage during or after the RFP process, require that all information (whether confidential or otherwise) provided to the respondent in any tangible form (including all copies of the information) be:
- a. returned to the Commonwealth, and that the respondent promptly returns all such information to the address identified by the Commonwealth; or
 - b. destroyed by the respondent, in which case the respondent is to promptly destroy all such information and provide the Commonwealth with written certification of such destruction.

4.9 Part, Joint and Alternative Proposals

- 4.9.1 The Commonwealth will not consider a proposal for only part of a Package. A response to a Package (or Packages as the case may be), must be for all of the Services in a Package within the State or Territory as designated by the Commonwealth.
- 4.9.2 Without limiting the Commonwealth's rights, if the Commonwealth were to contract at the conclusion of this procurement process, its intention at the time of this RFP is to enter into a contract with a single legal entity that will be the party responsible for the performance of a Package. If a respondent submits a consortium proposal for one or more Packages, the consortium proposal is to:
- include in the proposal the information sought in the RFP for each member of the consortium;
 - describe in detail in the proposal the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to the RFP;
 - 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
 - include such other information that the Commonwealth requires to undertake a risk assessment of the proposed consortium proposal.
- 4.9.3 The Commonwealth will not consider a joint proposal other than a proposal submitted in accordance with clause 4.9.2. A reference to respondent in this RFP is a reference to each member of the consortium.
- 4.9.4 The Commonwealth will not consider alternative proposals for this RFP.

4.10 Commonwealth May Rely on RFP Responses

- 4.10.1 By submitting a proposal, the respondent:
- 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;
 - acknowledges that the Commonwealth will rely on the above warranty and undertaking when evaluating the respondent's proposal; and
 - 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

- 5.1.1 Subject to clause 1.1, this RFP process will be followed by a RFT stage. It is intended that only shortlisted respondents will be requested to submit tenders in response to the proposed RFT. The preferred tender/s to any subsequent RFT process will be selected on the basis of value for money.
- 5.1.2 Subject to clause 5.1.3, 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.
- 5.1.3 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.
- 5.1.4 The respondent is advised that any subsequent RFT process will be governed by its own conditions of tender, including a draft contract and accompanying statement of work. The Commonwealth is considering the form of the proposed draft contract that will be used for RFT and subject to tailoring as considered appropriate by the Commonwealth, the contract will reflect the form of an appropriate ASDEFCON template.

5.2 Proposal Presentations

5.2.1 Not Used.

5.3 Proposal Evaluation

5.3.1 Proposals will not be evaluated on the basis of likelihood to result in best value for money. The Commonwealth will utilise the evaluation criteria set out in clause 6.1.

5.3.2 The Commonwealth will be evaluating future responses under RFT on the basis of likelihood to result in best value for money consistent with Commonwealth procurement policies.

5.3.3 Despite the Commonwealth's approach under clause 5.3.1 above, the Commonwealth may:

- a. consider information supplied as part of a proposal that is 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 confidentiality obligations, use material submitted by the respondent in other procurement processes, conducted by the Commonwealth for purposes consistent with the Commonwealth's procurement objectives.

5.3.4 If additional criteria are intended to be applied for the purposes of evaluation, the Commonwealth will notify all respondents in accordance with clause 1.3, who will be given an opportunity to respond.

5.3.5 The Commonwealth may exclude proposals which are incomplete or clearly non-competitive or do not meet any essential requirements in accordance with clause 5.6 from consideration at any time during the evaluation process, or may consider such proposals and seek clarification under clause 5.7.

5.3.6 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

5.4.1 Subject to clause 3.4, 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 5.6; 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

5.5.1 The Commonwealth will exclude a proposal from further consideration if the Commonwealth considers that the respondent does not comply with the requirements set out in clauses 1.9 and 2.7.

5.6 Essential Requirements

5.6.1 The Commonwealth will exclude a response from further consideration if the Commonwealth considers that the respondent does not comply with any requirements identified as essential in the SOE.

5.7 Clarification

5.7.1 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.

5.7.2 The Commonwealth may seek additional information in respect of any aspect of a proposal at any time. The Commonwealth may request to visit the facilities of respondents and their proposed Subcontractors to verify or clarify attributes of the proposed Services. The Commonwealth may use such information in interpreting the proposal and in evaluating the cost and risk to the Commonwealth of accepting the proposal.

5.7.3 The Commonwealth is not under any obligation to take into account additional information provided by a respondent in response to a request.

5.8 Shortlisting

- 5.8.1 The Commonwealth may 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.
- 5.8.2 Only shortlisted respondents will be requested to participate in any subsequent stages of the procurement process.
- 5.8.3 The Commonwealth, as part of the procurement process, will invite shortlisted respondents to participate in a CDA.
- 5.8.4 CDA will take the form of an interactive activity between the Commonwealth and shortlisted respondents which will seek to provide the following benefits:
- a. achieving a common understanding across the form of the Statement of Work, Performance Management Framework and any other elements for the purpose of RFT which are subject to the CDA between the Commonwealth and shortlisted respondents, in order to:
 - (i) increase the quality of RFT responses and reduce the number of assumptions made by tenderers, and
 - (ii) reduce the burden on the RFT evaluation process by lessening the range and number of matters that could give rise to clarification and/or require future negotiation,
 - b. improving the quality of the requirements including in the Statement of Work as a result of the expertise and contemporary industry practice contributed by shortlisted respondents during CDA.
- 5.8.5 CDA will be conducted in accordance with its own conditions of participation. CDA process documentation will be issued to all shortlisted respondents prior to CDA commencement. Sufficient notice will be given to all shortlisted respondents to allow for administrative arrangements for the purpose of participating in the CDA.
- 5.8.6 The Commonwealth may use information derived from the CDA for the purpose of developing the requirements for the RFT, including for any other purpose in this procurement process.

5.9 Debriefing of Respondents

- 5.9.1 All respondents will be notified whether they have been successful or unsuccessful and may request an oral or written debriefing. Respondents requesting a debriefing should contact the Contact Officer specified in clause 2.5.
- 5.9.2 Respondents will be debriefed against the evaluation criteria contained in clause 6.

6 PROPOSAL EVALUATION CRITERIA

6.1 Proposal Evaluation Criteria

- 6.1.1 Subject to clauses 5.3 to 5.6, the criteria to be applied for the purposes of evaluation of this RFP are as follows, not in any order of importance:
- a. the demonstrated experience and past performance of the respondent and any proposed Subcontractors and any Related Bodies Corporate, for the same or similar services;
 - b. the respondent's degree of overall compliance with the RFP;
 - c. the extent to which the respondent can demonstrate it has the capability and capacity to deliver the Base Services as described in the RFP;
 - d. the extent to which the respondent can demonstrate its ability to partner and collaborate and work in the Team of Teams operating environment;
 - e. the respondent's ability to support the Commonwealth Requirements; and
 - f. the proposed corporate structure and the financial and corporate viability of the respondent to deliver the Base Services as described in the RFP.

6.2 Subsequent Procurement Process Evaluation Criteria

- 6.2.1 Upon the completion of Stage 1 – RFP, the Commonwealth intends to undertake an RFT that is consistent with the Commonwealth Procurement Rules. The Commonwealth may develop a shortlist of one or more respondents to proceed to the next stage.
- 6.2.2 The proposed evaluation criteria for Stage 2 – RFT is not yet known, but will be provided to potential tenderers in subsequent approach to market documentation.

ATTACHMENT A
PROPOSAL DATA REQUIREMENTS LIST

Proposal Data Requirement Number	Proposal Volume
	Overview
A-1	Executive Summary
A-2	Respondent's Profile
A-3	Schedule of Subcontractors
A-4	Package and Geographical Locations
A-5	Statement of Non-Compliance
	Declaration by Respondent
B-1	Declaration by Respondent
	Proposed Package Delivery Approach
C-1	Capability and Capacity to Deliver a Package
C-2	Scalable and Adaptable
C-3	Understanding the Packages
C-4	Management of Defence Data
	Partnering, Collaboration, Integration and Alignment with Defence Values and Behaviours
D-1	Partnering, Collaboration, Integration and Alignment with Defence Values and Behaviours
	Financial
E-1	Not Used
	Commercial
F-1	Financial Statements
F-2	Business Resource Planning
	Performance Management
G-1	Performance Management
	Commonwealth Requirements
H-1	Indigenous Procurement Policy
H-2	Australian Industry Capability
H-3	Veterans' Employment Program
H-4	ADF Partner/Spouse Employment
H-5	Corporate Social Responsibility
H-6	Environmental Sustainability
	Past Performance
I-1	Past Performance
	Continuous Improvement and Innovation (CII) Program
J-1	Continuous Improvement and Innovation(CII) Program

ATTACHMENT B

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
ARFF	Airfield Rescue and Firefighting
A.B.N	Australian Business Number
ACM	Asbestos Containing Material
A.C.N	Australian Company Number
ACVP	Approved Contractor Viability Program
ADF	Australian Defence Force
AEO	Authorised/Accredited Engineering Organisation
AIC	Australian Industry Capability
AMO	Authorised/Accredited Maintenance Organisation
AME	Aeromedical Evacuation
APS	Australian Public Service
A.R.B.N	Australian Registered Business Number
BSCC	Base Services Contact Centre
BST	Base Services Transformation
CASR	Civil Aviation Safety Regulation
CBR	Chemical, Biological or Radioactive
CASG	Capability Acquisition and Sustainment Group
CDA	Co-Design Activity
COP	Conditions of Participation
CPR	Commonwealth Procurement Rules
DASR	Defence Aviation Safety Regulation
DCAC	Defence Common Access Card
DEQMS	Defence Estate Quality Management System
DI(G)	Defence Instruction (General)
DSPF	Defence Security Principles Framework
EA	Estate Appraisal
EPBC Act	Environment Protection and Biodiversity Conservation Act 1999
EMOS	Estate Maintenance and Operations Services
EU	Estate Upkeep
EWP	Estate Works Program
FSPF	Financial Statements Presubmittal Program
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
GFM	Government Furnished Material

ATTACHMENT B

Abbreviation	Description
GST	Australian Goods and Services Tax
HVAC	Heating Ventilation and Air Conditioning
ICAO	International Civil Aviation Organization
ILUA	Indigenous Land Use Agreement
IPP	Indigenous Procurement Policy
IP	Intellectual Property
KRA	Key Result Area
KPI	Key Performance Indicator
LPI	Lead Performance Indicator
NOTAM	Notice to Airmen
NOTMAR	Notice to Mariners
PAN	Priority Aircraft Notification
PDRL	Proposal Data Requirement List
PFAS	Perfluoroalkyl and Polyfluoroalkyl Substances
PMP	Project Management Plan
PSS	Project Support Services
PTI	Physical Training Instructor
RFI	Request for Information
RFP	Request for Proposal
RFT	Request for Tender
SDD	Service Delivery Division
SEG	Security and Estate Group
SME	Small Medium Enterprise
SOE	Statement of Expectation
SPM	Strategic Performance Measures
SRFF	Structural Rescue and Firefighting
STR	Statement of Tax Record
WHS	Work Health and Safety
TAR	Training Areas and Ranges
TARM	Training Area and Range Management
WHS	Work Health and Safety

1. DEFINITIONS

Term	Status	Definition
Aerodrome	(Core)	means a defined area on land or water (including buildings, installations and equipment) intended to be used either wholly, or in part, used for the arrival,

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Term	Status	Definition
		departure and surface movement of fixed wing and rotary wing aircraft.
Asbestos Containing Material or ACM	(Core)	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Australian Defence Force	(Core)	means the Royal Australian Navy, the Australian Army and the Royal Australian Air Force.
Base Services	(Core)	means all of the individual Services collectively.
Base Services Transformation	(Core)	means a program of activity for procurement of the Base Services to Defence.
Black Economy Procurement Connected Policy	(Core)	means the Black Economy Procurement Connected Policy – Increasing the Integrity of Government Procurement – March 2019, as amended from time to time.
Built Landscape	(Core)	means the grounds (including trees, lawns and gardens) situated around cantonments.
Co-Design Activity	(Core)	means an activity between Defence and shortlisted respondents to refine requirements for Base Services.
Commonwealth	(Core)	means the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312.
Complies	(Core)	<p>in relation to a respondent's Statement of Non-Compliance, means:</p> <ul style="list-style-type: none"> a. in the case of a clause which specifies a characteristic or performance to be met by the Services to be provided, that the respondent meets the requirement as specified and agrees with the clause exactly as specified in the RFP; b. in the case of a clause which is of an informative nature only that the clause has been read, understood and is agreed; or c. in the case of a clause where information has been requested that the information has been provided in the required level of detail and in the required format.
Confidential Information	(Core)	<p>means information (whether or not owned by the Commonwealth) that meets all of the following criteria:</p> <ul style="list-style-type: none"> a. is commercially sensitive (ie, the information should not generally be known or ascertainable); b. disclosure would cause unreasonable detriment to the owner of the information or another party (eg, disclosure of a contractor's profit margin); and c. was provided with an express or implied understanding that it would remain confidential; <p>but does not include information which:</p> <ul style="list-style-type: none"> a. is or becomes public knowledge other than by a breach of confidence by the receiving party;

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Term	Status	Definition
		<p>b. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or</p> <p>c. has been independently developed or acquired by the receiving party.</p>
Criticality Rating	(Core)	means a criticality indicator for the ongoing operation of a Defence Site.
Critical Assets	(Core)	means facilities, systems, and equipment which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability, operability, or impact Defence Capability.
Critical Systems	(Core)	means any system that is critical to a Capability, supports life-sustaining infrastructure, maintains establishment or personnel security, or Defence Personnel wellbeing and morale.
Critical Systems Downtime Plan	(Core)	means a forward-looking five year plan of scheduled downtime for all Critical Systems.
day	(Core)	means a calendar day.
Defence	(Core)	means the Department of Defence and the Australian Defence Force.
Defence Common Access Card	(Core)	means a card authorising individuals access to a Defence Site.
Defence Personnel	(Core)	means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Data	(Core)	means technical data, know-how or information reduced to a material form (whether stored electronically or otherwise) produced, acquired or used by the contractor or subcontractors in relation to the Services and includes data, databases, manuals, guides, handbooks, designs, standards and specifications, design documentation, reports, writings, models, sketches, plans, drawings, calculations, simulation notes, instructions, training materials and test results of any kind and includes Source Code.
Defence Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by the Department of Defence or the Australian Defence Force.
Defence Site	(Core)	means a Defence base, establishment or premise located anywhere in Australia.
Defence Workforce	(Core)	<p>for the purpose of this RFP means:</p> <p>a. an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence;</p>

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Term	Status	Definition
		<ul style="list-style-type: none"> b. Commonwealth Officers being a Minister of State for the Commonwealth; c. a person employed or engaged under the <i>Public Service Act 1999</i> (Cth) or the <i>Members of Parliament (Staff) Act 1984</i> (Cth); and d. any other agents of the Commonwealth including a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide professional, administrative, contract management or project management services to Defence.
document	(Core)	<p>includes:</p> <ul style="list-style-type: none"> a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sounds, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Does Not Comply	(Core)	in relation to a respondent's Statement of Non-Compliance, means that the characteristic or performance requirement of the clause is not met by the respondent. If a respondent does not comply with a particular clause, the extent of and reason for non-compliance is to be stated. The respondent must include a specific proposed amendment or alternative and the reason for that approach.
Estate	(Core)	means the aggregate of Defence Sites.
Estate Appraisal	(Core)	means the process of regular assessment of buildings and structures on Defence Sites to assess their physical condition.
Exceeds Requirement	(Core)	in relation to a respondent's Statement of Non-Compliance, means the Services offered exceed the specified requirements. Full details of the extent of variation from the specified requirement are to be stated.
GST Act	(Core)	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
Handover/Takeover	(Core)	means the process which is a progressive assurance activity that commences in the project planning and development phase and concludes at the end of the defects liability period.
Hazardous Chemicals	(Core)	<p>has the meaning given in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth), and includes:</p> <ul style="list-style-type: none"> a. prohibited carcinogen, as defined in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth);

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Term	Status	Definition
		<p>b. restricted carcinogen, as defined in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth);</p> <p>c. hazardous chemicals the use of which is restricted under regulation 382 of the <i>Work Health and Safety Regulations 2011</i> (Cth), including polychlorinated biphenyls; Schedule 11 Hazardous Chemical;</p> <p>d. Schedule 15 Chemical; and</p> <p>e. lead as defined in sub regulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).</p>
Hazardous Substances	(Core)	means a substance that meets the criteria specified in the National Occupational Health and Safety Commission (NOHSC) publications NOHSC: 1008 (2004); Approved Criteria for Classifying Hazardous Substances and Hazardous Substances Information System (HSIS) which can be accessed at http://hsis.ascc.gov.au/ .
Industry Partner	(Core)	means a contractor awarded a Base Services contract at the conclusion of the procurement process.
Indigenous Business	(Core)	means a business defined by the Commonwealth Indigenous Procurement Policy (IPP) at https://www.niaa.gov.au/indigenous-affairs/economicdevelopment/indigenous-procurement-policy-ipp
Intellectual Property or IP	(Core)	means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, 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.
Joint User Deed	(Core)	means a legal agreement between Defence and a third party enterprise to establish roles and responsibilities for the joint use of an agreed space.
Natural Resource Management	(Core)	means any broad acre land, such as a Training Areas and Ranges.
Notice to Airmen	(Core)	means a notice to airmen, being a notice filed with an aviation authority to alert aircraft pilots of potential hazards along a flight route or at a location that could affect the safety of the flight.
Notice to Mariners	(Core)	means notice to mariners, where a notice is issued for the prompt dissemination of textual permanent navigational information considered important to safe navigation and which is not of a complex nature.
Mess	(Core)	means a military dining and/or bar facility.
month	(Core)	means a calendar month.

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Term	Status	Definition
Package	(Core)	means a collection of Services (each Package contains either one or more Services).
Problematic Source	(Core)	means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Authority.
Problematic Substance	(Core)	means: <ul style="list-style-type: none"> a. any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; b. any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended); or c. any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Proposal Closing Time	(Core)	means the time and date specified in clause 3.1 of the Conditions of Proposal.
Range Control Officer	(Core)	means the lead officer responsible for a training and range area.
Related Body Corporate	(Core)	has the meaning given by section 9 of the <i>Corporations Act 2001</i> (Cth).
Remote Location	(Core)	means a remote locality which by an objective measure of climate, isolation and cost of living, limits local residential facilities and services.
Service	(Core)	means each individual service forming part of the Base Services.
Service Provider	(Core)	means a person, other than Defence Personnel, involved in Defence work or engaged by Defence.
Small Medium Enterprise	(Core)	means a business which has less than 200 full time equivalent employees.
Software	(Core)	means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware and applications, but excludes Source Code.
Source Code	(Core)	means the expression of Software in human readable form which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software.
Sponsor Funded Works	(Core)	means an ability for Defence Groups and Services to perform the following activities:

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Term	Status	Definition
		<ul style="list-style-type: none"> a. enable Defence Estate changes; b. introduce new or modify existing Capability; c. Conduct minor works within areas that will not be delivered through the estate works program.
Statement of Tax Record	(Core)	has the same meaning as given in the Black Economy Procurement Connected Policy.
Subcontractor	(Core)	means any person (not the Commonwealth) that, for the purposes of a contract, provides items or services directly or indirectly to the Contractor; and 'Subcontract' has a corresponding meaning.
Team of Teams	(Core)	means the collection of individual Industry Partners who in partnership with SEG will form the Base Services team and who will be expected to collaborate, coordinate and integrate contributions to ensure Defence Base Services outcomes are achieved.
Term	(Core)	means an indicative term of a resulting contract, if any as described in Attachment A of Part 3 of this RFP.
Veteran	(Core)	means a person who has served, or is still serving, as a member of the Permanent Forces or as a member of the Reserves.
Working Day	(Core)	<p>in relation to the doing of an action in a place, means any day in that place other than:</p> <ul style="list-style-type: none"> a. a Saturday, Sunday or public holiday; and b. any day within the two-week period beginning on the first Saturday that falls before Christmas Day (or from Christmas Day when it falls on a Saturday).

2. REFERENCED DOCUMENTS

Reference	Description
	2020 Defence Strategic Update
	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
	Australian Code for the Transport of Dangerous Goods by Road and Rail
Black Economy Procurement Connected Policy	means the Black Economy Procurement Connected Policy – Increasing the Integrity of Government Procurement – March 2019.
	<i>Corporations Act 2001</i> (Cth)
CPR	Commonwealth Procurement Rules – July 2022
	Criminal Code
	<i>Defence Act 1903</i> (Cth)
	Defence and Industry Policy Statement
	Defence and the Private Sector – An Ethical Relationship
DI(G) PERS 35-3	Managing and Reporting of Unacceptable Behaviour

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Reference	Description
CASR	<i>Civil Aviation Safety Regulation</i>
DASR	<i>Defence Aviation Safety Regulation</i>
DSFP	Defence Security Principles Framework
EPBC Act	<i>Environment Protection and Biodiversity Conservation Act 1999</i>
	<i>National Waste Policy 2018</i>
	<i>National Waste Policy Action Plan 2019</i>
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i>
	<i>Auditor-General Act 1977 (Cth)</i>
	Australian Consumer Law (Schedule 2 to the <i>Competition and Consumer Act 2010 (Cth)</i>)
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WHS Regulations	<i>Work Health and Safety Regulations 2011 (Cth)</i>

ATTACHMENT C - PROPOSAL CHECKLIST**1 GENERAL**

- 1.1. To assist respondents with the preparation of their proposal to this RFP, a checklist is provided below.

Note to respondent: This checklist is provided as guidance only for respondent to confirm that it has addressed all of the requirements in its proposal.

2 COMPLIANCE WITH MINIMUM CONTENT AND FORMAT REQUIREMENTS

Subject	To be provided	Compliance
Minimum Content and Format Requirements (refer to clause 5.4 of the COP)	Proposal, including all attachments, annexes and supporting documentation, are written in English.	<input type="checkbox"/> yes <input type="checkbox"/> no
	All measurements in the proposal are expressed in Australian legal units of measurement.	<input type="checkbox"/> yes <input type="checkbox"/> no
	The respondent has provided in its proposal a PDF copy of the Respondent's Declaration (substantially in the form of Annex B to Attachment A of the COP) duly signed by the respondent.	<input type="checkbox"/> yes <input type="checkbox"/> no

3 CONDITIONS FOR PARTICIPATION

Subject	To be provided	Compliance
Statement of Tax Record (STR)	The respondent is to provide: a. the required satisfactory and valid STRs for the respondent as required under Table A-3 of Annex A of Attachment A to the COP; or b. a STR receipt issued by the Australian Tax Office confirming that the respondent has requested the STR prior to the Closing Time.	<input type="checkbox"/> yes <input type="checkbox"/> no
Respondents Deed Poll of Confidentiality	The respondent is to provide a correct and duly executed Deed of Confidentiality in PDF format in the form contained at Attachment D of the COP.	<input type="checkbox"/> yes <input type="checkbox"/> no

ATTACHMENT C - PROPOSAL CHECKLIST

4 PROPOSAL VOLUME REQUIREMENTS

Reference to COP	To be completed	Compliance
Annex A: Overview	The respondent is to complete Annex A: Overview and provide the following: a. a current letter of compliance issued by the WGEA (if applicable); b. required satisfactory and valid STRs or STR receipts for the respondent only; and c. a Statement of Non-Compliance in the format at Table A-8 of Annex A of Attachment A to the COP.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex B: Declaration by Respondent	The respondent is to complete Annex B: Declaration by the Respondent. <i>Note to respondent: Submission of a signed Declaration by the respondent is a Minimum Content and Format Requirement.</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex C: Proposed Package Delivery Approach	The respondent is to provide its proposed approach to each of the questions contained in Annex C: Proposed Package Delivery Approach.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex D: Partnering, Collaboration, Integration and Alignment with Defence Values and Behaviours	The respondent is to provide its proposed approach to each of the questions contained in Annex D: Partnering, Collaboration, Integration and Alignment with Defence Values and Behaviours.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex E: Financial	Not Used.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex F: Commercial	The respondent is to provide the information sought in Annex F: Commercial.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex G: Performance Management	The respondent is to provide the information sought in Annex G: Performance Management.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex H: Commonwealth Requirements	The respondent is to provide the information sought in Annex H: Commonwealth Requirements.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex I: Past Performance	The respondent is to provide the information sought in Annex I: Past Performance.	<input type="checkbox"/> yes <input type="checkbox"/> no
Annex J: Continuous Improvement and Innovation (CII) Program	The respondent is to provide the information sought in Annex J: Continuous Improvement and Innovation (CII) Program.	<input type="checkbox"/> yes <input type="checkbox"/> no

ATTACHMENT C - PROPOSAL CHECKLIST**PROPOSAL LODGEMENT**

Subject	To be provided	Compliance
Proposal Documentation	Have the Proposal documents been uploaded to AusTender in the correct format?	<input type="checkbox"/> yes <input type="checkbox"/> no
	Have all requested requirements been included in the proposal?	<input type="checkbox"/> yes <input type="checkbox"/> no

ATTACHMENT D
DEED POLL OF CONFIDENTIALITY

Note to respondent:

Guidance on execution of the Deed Poll of Confidentiality is set out on the following page.

Note to Confidants:

This Deed Poll is designed to be used for Commonwealth Confidential Information and for any Relevant Third Parties whose confidentiality requirements are consistent with or the same as this confidentiality Deed Poll. If disclosing information in future, the Commonwealth may notify Confidants in writing:

- a. of the identity of the rights holder (i.e. the Relevant Third Party) in relation to the new information;***
- b. that the new information is covered by the terms of this Deed Poll; and***
- c. that Confidants are to acknowledge the above additions in writing.***

If a Relevant Third Party or another third party has confidentiality requirements in addition to that contemplated by this Deed Poll, it will be necessary for Confidants to execute additional confidentiality deeds specific to that third party.

ATTACHMENT D**GUIDANCE NOTE – EXECUTING A DEED POLL OF CONFIDENTIALITY****1. BACKGROUND**

- 1.1 The Commonwealth will make a range of documents available in the Data Room to assist Respondents understanding in respect of the RFP. The documents available in the Data Room may belong to the Commonwealth or a Relevant Third Party and are classified as Confidential Information for the purposes of the RFP.
- 1.2 The Commonwealth will only grant access to the Data Room following receipt by the Contact Officer of a duly executed Deed Poll of Confidentiality, as explained below.
- 1.3 The laws of ACT apply to the Deed Poll of Confidentiality.

2. WHO SHOULD EXECUTE A DEED POLL OF CONFIDENTIALITY?

- 2.1 The Respondent (and any of the Respondent's proposed Subcontractors, partners or Related Bodies Corporate) is required to execute a Deed Poll of Confidentiality and email it to the Contact Officer for the Respondent's personnel (or personnel of any proposed Subcontractor, partner or Related Bodies Corporate) to obtain access to the Data Room.
- 2.2 The Respondent is also responsible for ensuring that any proposed Subcontractor, partners or Related Bodies Corporate with whom the Respondent proposes to share the information in the Data Room executes a copy of the Deed Poll of Confidentiality and submits it to the Contact Officer.
- 2.3 The Deed Poll of Confidentiality is in a form suitable to be executed by an entity (and not an individual). However, if the Respondent proposes to share the information in the Data Room with any proposed Subcontractor, partner or Related Bodies Corporate who is an individual (e.g. a sole trader), the Respondent should contact the Contact Officer to obtain an amended form of the Deed Poll of Confidentiality for execution.
- 2.4 To avoid doubt, the Commonwealth does not require individual personnel of the Respondent (or personnel of any of the Respondent's proposed Subcontractors, partners or Related Bodies Corporate) to execute a Deed Poll of Confidentiality.

3. HOW TO EXECUTE A DEED POLL OF CONFIDENTIALITY

- 3.1 The Deed Poll of Confidentiality is in the form at Attachment D to the COP. It must not be amended or altered in any way by the entity executing the Deed Poll of Confidentiality.
- 3.2 The Commonwealth acknowledges that the COVID-19 pandemic may affect the ability of the Respondent (or proposed Subcontractor, partner or Related Bodies Corporate) to execute a Deed Poll of Confidentiality and / or have the execution witnessed. However, the ACT jurisdiction does not permit the electronic execution of deeds by an individual.
- 3.3 It is the Commonwealth's position that deeds executed by companies under section 127 of the *Corporations Act 2001* (Cth) (the Corporations Act) must be executed physically using 'wet ink'.
- 3.4 Under the revised Corporations Act, directors and secretaries executing a deed under section 127 of the Corporations Act do not need to sign the same physical deed, and the deed does not need to include the signature of any other person signing the deed, though each signer and counterparty should receive a copy of each counterpart where a signature appears. For example:
 - a. one director or secretary may electronically sign or print and sign the full deed, scan and send the full deed to the other director or secretary who then electronically signs or prints and signs the full deed; or
 - b. each director or secretary may separately electronically sign or print and sign the full deed.

Where electronic signatures have been used, the signatory must personally confirm by email to the Contact Officer (and attaching a complete copy of the relevant document) that they have personally

electronically signed the document in their relevant capacity as director or company secretary of the company.

- 3.5 If it is impractical to execute the Deed Poll of Confidentiality under section 127 of the Corporations Act, or the Respondent (or proposed Subcontractor, partner or Related Bodies Corporate) is a foreign corporation, then the Commonwealth may accept execution under power of attorney or by an authorised representative. The Respondent should consult first with the Contact Officer if it intends to submit a Deed Poll of Confidentiality executed under power of attorney or by an authorised representative as there may be additional requirements to satisfy.
- 3.6 The Commonwealth will return any Deed Poll of Confidentiality which has not been properly executed to the relevant entity for re-execution. This includes any Deed Poll of Confidentiality which has been amended or altered in any way.

4. HOW TO WITNESS THE EXECUTION OF A DEED POLL OF CONFIDENTIALITY

- 4.1 No witness is required to the signatures of the director/secretary when an Australian company executes under section 127(1) of the Corporations Act (without the use of a common seal).
- 4.2 If a Deed Poll of Confidentiality is signed by a company other than under section 127 of the Corporations Act (e.g. using a power of attorney or authorised representative), or a Deed Poll of Confidentiality is signed by an individual executing on his or her own behalf, the signature must be witnessed by a person who is not a party to the deed. In such circumstances, an individual must sign the Deed Poll of Confidentiality physically using 'wet ink' in the presence of a witness, as the ACT jurisdiction does not allow remote or 'virtual' witnessing of deeds.

ATTACHMENT D**DEED POLL OF CONFIDENTIALITY**

This Deed Poll is made on **(INSERT DATE)** by:

[INSERT NAME OF CONFIDANT AND ACN/ARBN AND ABN AS APPLICABLE] ('the Confidant') in favour of the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312 ('the Commonwealth') and the Relevant Third Parties.

RECITALS:

- A. The Commonwealth through the Department of Defence utilises a range of services providers to deliver Base Services across the Defence Estate (**Base Services**).
- B. The Commonwealth is conducting a two-stage procurement process to explore a range of delivery models and commercial contracting arrangements for the retender of the provision of the Base Services.
- C. As part of the procurement process, the Commonwealth may provide the Confidant with access to Confidential Information belonging to the Commonwealth or a Relevant Third Party.
- D. The Confidant agrees that:
 - 1. Confidential Information may be provided to the Confidant for the Permitted Purposes; and
 - 2. it is necessary to take all necessary steps (including the execution of this Deed Poll for the benefit of the Commonwealth and any Relevant Third Party) to ensure that the Confidential Information is kept confidential, is not disclosed to any party that is not authorised to receive it and is only used for the Permitted Purposes.

OPERATIVE PROVISIONS**1. ACKNOWLEDGEMENT**

- 1.1 The Confidant acknowledges the truth and accuracy of the statements in the Recitals in every particular.

2. DEFINITIONS

- 2.1 In this Deed Poll, unless the contrary intention appears:

'**Confidential Information**' means information (whether or not owned by the Commonwealth or a Relevant Third Party) that:

- a. is described in Attachment A to this Deed Poll;
 - b. is by its nature confidential; and
 - c. the Confidant knows or ought to know is confidential,
- but does not include information which:
- d. is or becomes public knowledge other than by breach of this Deed Poll;
 - e. is in the lawful possession of the Confidant without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - f. has been independently developed or acquired by the Confidant.

'**Deed Poll**' means this deed poll of confidentiality.

‘Permitted Purposes’ means:

- a. the purposes described in Annex A to this Deed Poll; and
- b. any other purpose that may be approved in writing by the Commonwealth from time to time.

‘Personnel’ means any officer, employee, agent, adviser or independent contractor of the Confidant and each individual nominated in Annex B to this Deed Poll.

‘Procurement Documentation’ means any procurement documents released on AusTender as part of the Procurement Process.

‘Procurement Process’ means the procurement process to engage contractors to provide the Base Services to Defence.

‘Project’ means the Base Services Transformation program.

‘Relevant Third Party’ means each entity, if any, described in Annex A to this Deed Poll, or as notified to the Confidant by the Commonwealth from time to time.

‘Working Day’ in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

3. INTERPRETATION

3.1 In this Deed Poll, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed Poll;
- b. the singular includes the plural and vice versa;
- c. a reference to a person includes a body politic, body corporate or a partnership;
- d. 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 next Working Day;
- e. 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;
- f. a reference to a clause includes a reference to a subclause of that clause;
- g. the word ‘includes’ in any form is not a word of limitation; and
- h. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that party novates any part of this Deed Poll.

4. UNDERTAKINGS OF NON DISCLOSURE

4.1 The Confidant:

- a. acknowledges and agrees that this Deed Poll is for the benefit of the Commonwealth and any Relevant Third Party and is directly enforceable by the Commonwealth and any Relevant Third Party, even though they are not parties to this Deed Poll;
- b. shall ensure that the Confidential Information is kept confidential and secure from disclosure to any person not authorised to receive the Confidential Information;
- c. shall only use the Confidential Information for the Permitted Purposes;
- d. shall not without the prior written consent of the Commonwealth, disclose or permit any person to disclose any of the Confidential Information to any person, other than its Personnel who:
 - (i) have a need to know and access the Confidential Information in order for the Confidant to carry out the Permitted Purposes; and
 - (ii) where required by the Commonwealth, have executed a similar undertaking to this Deed Poll in favour of the Commonwealth and each Relevant Third Party,

and the Commonwealth may grant or withhold its consent in its discretion; and

- e. shall promptly notify the Commonwealth of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed Poll, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

4.2 The Confidant or its Personnel may disclose any Confidential Information which the Confidant is required to be disclosed by law or court order, but only if:

- a. the extent and manner of the disclosure is strictly limited to what is required by law; and
- b. the Confidant has:
 - (i) given the Commonwealth sufficient notice to enable the Commonwealth to seek a protective order or other relief from disclosure; and
 - (ii) provided all assistance and co-operation which the Commonwealth reasonably requires for that purpose.

4.3 The Confidant acknowledges that it may be provided with the ability to access Commonwealth-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to Commonwealth information technology systems. Without limiting the Confidant's other obligations under this Deed Poll or otherwise at law, the Confidant shall not seek to access or use Commonwealth-held information except to the extent strictly required to undertake the Permitted Purposes.

5. CONFIDANT'S REPRESENTATIVES

5.1 The Confidant shall ensure that its Personnel (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Confidant, would be a breach of the Confidant's obligations under this Deed Poll.

5.2 The Confidant shall give the Commonwealth all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertaking contained in clause 5.1.

6. RETURN OF PROTECTED INFORMATION

6.1 Without limiting the Confidant's obligations at law, the Confidant shall deliver to the Commonwealth, or destroy or erase, as required by the Commonwealth, all documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information.

6.2 The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 6 as if personally bound by it.

6.3 Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Deed Poll.

7. CONSEQUENCES OF BREACH

7.1 Without limiting the Commonwealth's rights under this Deed Poll or otherwise at law, the Confidant agrees that if it fails to comply with its obligations under this Deed Poll (including clause 4.2) the Commonwealth may, in its discretion, do any one or more of the following:

- a. immediately revoke the Confidant's ability to access information held by the Commonwealth, including information which is accessible using the Commonwealth's information technology systems;
- b. terminate for default, or otherwise, any contract or other arrangement with the Confidant in connection with the Permitted Purposes; and
- c. require the Confidant to take such further steps (including the provision of further undertakings) as the Commonwealth reasonably considers necessary to seek to avoid, or minimise, the impacts on the Commonwealth of the Confidant's breach of this Deed Poll.

8. INDEMNITY

- 8.1 The Confidant indemnifies the Commonwealth and the Relevant Third Party, their officers, employees and agents against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses (including the cost of settling any action) arising or incurred in connection with:
- a. any breach by the Confidant of this Deed Poll; or
 - b. any act or omission by any of the Confidant's Personnel which, if done or omitted to be done by the Confidant, would breach the Confidant's obligations under this Deed Poll.
- 8.2 The Commonwealth holds the benefit of the indemnity under clause 8.1 in trust for each Relevant Third Party, and the Confidant acknowledges and agrees that each Relevant Third Party may also enforce the indemnity against the Confidant in its own name.

9. INJUNCTIVE RELIEF

- 9.1 The Confidant acknowledges that damages may not be a sufficient remedy for the Commonwealth or a Relevant Third Party for any breach of this Deed Poll and that the Commonwealth and each Relevant Third Party is entitled to injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

10. WAIVER

- 10.1 Failure by the Commonwealth or a Relevant Third Party to enforce a provision of this Deed Poll shall not be construed as in any way affecting the enforceability of that provision or this Deed Poll as a whole.

11. REMEDIES CUMULATIVE

- 11.1 The rights and remedies provided under this Deed Poll are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy provided under any other deed or agreement.

12. APPLICABLE LAW

- 12.1 The laws of the Australian Capital Territory shall apply to this Deed Poll. The courts of this Territory shall have non-exclusive jurisdiction to decide any matter arising out of this Deed Poll.

13. NOTICES

- 13.1 Unless the contrary intention appears, any notice under this Deed Poll shall be effective if it is in writing and sent from and delivered to the Commonwealth or Confidant, as the case may be, at the following address:

Confidant Corporate Name	
Confidant's Postal Address	
Confidant's Contact Name	
Confidants Email Address	
Confidant's Telephone Number	

- 13.2 A notice shall be deemed to have been delivered:
- a. if hand delivered, when received at the address by the addressee;
 - b. if sent by prepaid post, in three Working Days when sent within Australia and in eight Working Days when sent by air mail from one country to another;

- c. If sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the recipient,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Working Day.

14. TERMINATION AND AMENDMENT

- 14.1 This Deed Poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Commonwealth.

EXECUTED AS A DEED POLL

Note to respondent: Execution clause to be selected depending on the capacity in which the Confidant will execute this Deed.

Execution block for Australian companies

EXECUTED by [insert full corporate name of
Confidant

.....

.....] in

accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Secretary

Name (printed)

Name (printed)

Date

Date

Execution block for entities other than Australian companies

SIGNED, SEALED AND DELIVERED for

[insert full corporate name of Confidant

.....]

.....], by its duly
authorised officer, in the presence of:

Signature of duly authorised officer

Signature of witness

Name (printed)

Name (printed)

Date

Date

ANNEX A TO ATTACHMENT D**1. CONFIDENTIAL INFORMATION**

The following information provided by the Commonwealth to the Confidant (in writing or verbally) in relation to the Project:

- any reports and studies;
- draft documents and draft strategies; and
- other documents identified by the Commonwealth as confidential.

2. PERMITTED PURPOSES

Participating in the Procurement Process in relation to the Project, including:

- preparing responses to the Request for Proposal including any resulting Request for Tender; and
- discussions or interactions with the Commonwealth with respect to the Project, including during the Co-Design Activity, if any.

3. RELEVANT THIRD PARTY

Any third party advised by the Commonwealth to the Confidant in writing.

ANNEX B TO ATTACHMENT D
Confidant Personnel request for access to ArcGIS Portal

Applicant Details					
First Name	Surname	Company	Position in Company	Email Address	Contact Number

ANNEX A TO ATTACHMENT A

PROPOSAL VOLUME: OVERVIEW

1. EXECUTIVE SUMMARY

- 1.1 The respondent is to provide an executive summary of its proposal. The length of the executive summary is limited to 5,000 words.
- 1.2 The purpose of the executive summary is to provide an opportunity for the respondent to summarise its proposal and to highlight any of its main elements. It will also serve as a brief introduction to each respondent.
- 1.3 The executive summary should not introduce any information not covered elsewhere in the respondent's proposal and should not contain pricing information.

2. RESPONDENT'S PROFILE

- 2.1 Respondents are to complete the Tables A-1 to A-2.

Table A-1: Respondent details

Name of respondent:	
Name of contact person:	
Position of contact person:	
Email of contact person:	
Telephone of contact:	()
Business street address of respondent:	
Business postal address of respondent:	

Note to respondents: The contact person must be authorised to represent the respondent in relation to this RFP.

ANNEX A TO ATTACHMENT A

Table A-2: Corporate information

Details Required	Response
Full legal name of the respondent The respondent's full name, i.e. the legal entity which would enter into the resultant Base Services contract with the Commonwealth, if successful following the later procurement stages.	
Description of legal entity Include the date and place of incorporation, where applicable. If trustee, please complete the details at "Trustee Status" field.	
Trustee status (If the respondent is responding in respect of a business carried on by it as a trustee, then trust details must be provided including the name and A.B.N. of the relevant trust, and a description of the trust type.) <i>Note to respondent: Should the Commonwealth decide to accept such a proposal, the Base Services contract will contain additional clauses to protect the Commonwealth's interests.</i>	
Registered Business Name If the respondent's business is carried out under a name registered on the business names register kept under the law of a State or Territory of Australia, then that name must be given.	
Major shareholders Provide details of any individual shareholders holding 20 percent or more of any share capital issued by the respondent.	
Related Bodies Corporate Include details of any Related Bodies Corporate.	
Australian Business Number If an Australian company, A.C.N./A.R.B.N./A.B.N. (as applicable).	
Foreign firm or company For a foreign firm or company, details of its registration, incorporation and place of business in Australia and the name of any Australian representative and its A.B.N./A.R.B.N. (if any).	
Principal business address – physical	
Principal business address – postal	
Address for Notices This needs to be the address the respondent primarily wishes to be used for notices to be given under any resultant Base Services contract (if different to the registered business address).	

ANNEX A TO ATTACHMENT A

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

<https://www.finance.gov.au/government/procurement/clubbank/workplace-gender-equality-procurement-principles>

- 2.2 If the respondent is a Relevant Employer, the respondent is to:
- provide a current letter of compliance issued by the Workplace Gender Equality Agency (WGEA) as part of its Proposal; or
 - advise that it is a Relevant Employer as part of its Proposal and provide a current letter of compliance issued by WGEA prior to executing any resultant Base Services contract with the Commonwealth.
- 2.3 For the purposes of clause 2.2, Relevant Employer means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The preferred respondent will continue to be obligated as a Relevant Employer until the number of its employees falls below 100.

Note to respondent: The Black Economy Procurement Connected Policy imposes obligations on the Commonwealth to obtain satisfactory and valid STRs from a respondent and any entity that the respondent proposes to engage as a Subcontractor, if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST).

The respondent should apply for a Statement of Tax Record only within sufficient time to meet the Conditions for Participation. There is no requirement for a STR to be provided in respect of a Subcontractor for the purpose of this RFP.

- 2.4 The respondent is to provide as part of its proposal any of the following STRs that are applicable to the respondent only. There is no requirement to furnish a STR for any Subcontractor listed in this Annex A for the purpose of this RFP:

Table A-3: Respondent STR requirements

If the respondent is:	STRs required:
(a)	(b)
a. a body corporate or natural person;	a satisfactory and valid STR in respect of that body corporate or person;
b. a partner acting for and on behalf of a partnership;	a satisfactory and valid STR: <ol style="list-style-type: none"> on behalf of the partnership; and in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract or Subcontract (as applicable);
c. a trustee acting in its capacity as trustee of a trust;	a satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> trustee; and the trust;
d. a joint venture participant;	a satisfactory and valid STR in respect of: <ol style="list-style-type: none"> each participant in the joint venture; and

ANNEX A TO ATTACHMENT A

If the respondent is:	STRs required:
(a)	(b)
	(ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator;
e. a member of a Consolidated Group;	a satisfactory and valid STR in respect of: (i) the relevant member of the Consolidated Group; and (ii) the head company in the Consolidated Group;
f. a member of a GST Group;	a satisfactory and valid STR in respect of the: (i) the GST Group member; and (ii) the GST Group representative.

2.5 If a respondent has requested the STR required under clause 2.4 but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the respondent is to provide as part of its proposal the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

2.6 Respondents are to provide the following information:

- a. details of 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 the commercial, technical or financial capability of the respondent which may materially affect the respondent's ability to meet the requirement;
- 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 proposed corporate structure and the financial and corporate viability of the respondent to meet the requirement;
- e. identification of any trust or fiduciary capacity in which the respondent proposes to perform any resultant contract; and
- 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.

ANNEX A TO ATTACHMENT A**3. SCHEDULE OF SUBCONTRACTORS**

- 3.1 The respondent is to provide details set out in Table A-4 for proposed Subcontractors, or if a list of Subcontractors is not available at the time of this proposal, allocate a percentage of work that is expected to be subcontracted under a resultant Base Services contract.
- 3.2 In addition, for each of the proposed Subcontractors, the respondent is to provide the details set out in Table A-4.

Table A-4: Schedule of Subcontractors Format

Full legal name of proposed Subcontractor (if known)	A.B.N/A.R.B.N (if any)	Percentage of Work To Be Subcontracted	Service(s) to be subcontracted	Comments / Entity Type

4. PACKAGE AND GEOGRAPHICAL LOCATION

- 4.1 The respondent is requested to nominate each Package (or Packages if more than one) in the spreadsheet to which it is responding at Appendix A to this Annex A.

ANNEX A TO ATTACHMENT A

5. STATEMENT OF NON-COMPLIANCE

5.1 If a respondent does not fully comply with any clause of the annexes to the conditions of proposal or a SOE, it is to state its non-compliances in a Statement of Non-Compliance in the format at Table A-7. Proposals are to be in the order in which the clauses appear and refer to the relevant clause number, annex or attachment. Proposals are to be limited to the following expressions which are defined in the Glossary at Attachment B:

- a. 'Complies';
- b. 'Does Not Comply'; or
- c. 'Exceeds Requirements'.

5.2 Proposals to the effect of 'Partially Complies' will be evaluated by Defence as 'Does Not Comply'. If the Respondent fails to state its level of compliance for a particular clause, then the Respondent will be deemed to have responded as 'Complies' for that requirement.

Note to respondent: Failure to indicate all non-compliances in Table 2 may constitute false, misleading or deceptive conduct for the purposes of Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) or Division 137 of the Criminal Code.

Table A-5: Statement of Non-Compliance Format

Document and requirement reference (Example for quoting a reference in this column: COP, Annex A, A-1)	Nature of non-compliance (partially complies / does not comply)	Reasons for non-compliance or partial compliance

Notes to respondent:

1. If appropriate, non-compliance may be indicated against groups of clauses, e.g. clause 6.1 to 6.3 inclusive – 'Does not Comply'.
2. If a proposal does not comply with a particular clause, the respondent is to state:
 - a. the location in the proposal where non-compliance details and / or comments can be found (column 1);
 - b. the non-compliance identified by the respondent (column 2); and
 - c. the extent, justification and impact of non-compliance (column 3).

Insert Company Name

Service Package	Living and Working Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate which State and Territory it is expressing an interest to deliver this package.	Package offered by State and Territory only	No	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	

Service Package	Property and Asset Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate which State and Territory it is expressing an interest to deliver this package.	Package offered by State and Territory only	No	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	

Service Package	National Program Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate if it is expressing an interest to deliver this national package	Package only offered as a National solution	Make Selection	N/A	N/A	N/A	N/A	N/A	N/A	

Service Package	Project Delivery Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate which State and Territory it is expressing an interest to deliver this package.	Package offered by State and Territory only	No	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	

Service Package	Waste Management and Resource Recovery Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate which State and Territory it is expressing an interest to deliver this package.	Package offered by State and Territory only	No	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	

Service Package	Base Security Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate which State and Territory it is expressing an interest to deliver this package.	Package offered by State and Territory only	No	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	Make Selection	

Service Package	Firefighting Services	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate if it is expressing an interest to deliver this national package	Package only offered as a National solution	Make Selection	N/A	N/A	N/A	N/A	N/A	N/A	

Service Package	Base Services Contact Centre	National Solution Yes/No	NSW / ACT	VIC / TAS	QLD	SA	NT	WA	Respondent notes
Respondent to indicate if it is expressing an interest to deliver this national package	Package only offered as a National solution	Make Selection	N/A	N/A	N/A	N/A	N/A	N/A	

Service Package (Optional)	Remote Operations	National "Remote" Solution Yes/No	Remote NT RAAF Tindal	Remote SA Woomera	Remote WA Learmonth				Respondent notes
Respondent to indicate if it is expressing an interest in delivering a "Remote" Package/Packages	Either a "National" or "Remote Location" solution is offered (Note: not part of the State and Territory Solution)	Make Selection	Make Selection	Make Selection	Make Selection				