



**Australian Government**  
**Department of Defence**

# Minute

s47E(d)

Objective ID: s47E(d)

s47E(d)

s47E(d)

Approved / ~~Not Approved~~

## APPROVE THE APPROACH TO MARKET FOR THE COMMERCIAL SALE OF F/A-18 AIRCRAFT AND ASSOCIATED INVENTORY

### References:

- A. Approve Amendment to F/A-18 Disposal Strategy to Included Commercial Sale (Objective ID: s47E(d))
- B. Information Day F/A-18 Classic Hornet Presentation, s33(a)(iii) (Objective ID: s47E(d))
- C. Information Day F/A-18 Classic Hornet Presentation, s33(a)(iii) (Objective ID: s47E(d))

1. This minute seeks your approval for a limited Approach to Market (ATM) for the commercial sale of F/A-18A/B aircraft and associated available inventory for the s33(a)(iii)

2. At Reference A, the F/A-18 Classic Hornet Disposal Strategy (DS), was amended, approved by CAF, to include the commercial sale of aircraft and inventory for the s33(a)(iii)

3. The Commonwealth received Expressions of Interest (EOI) from s33(a)(iii) companies s33(a)(iii) to purchase F/A-18A/B and associated available inventory. Subsequently, all s33(a)(iii) companies that submitted EOIs were invited to attended Information Days as listed below:

- a. s33(a)(iii) at s33(a)(i) s33(a)(iii)
- b. s33(a)(iii) at s33(a)(i) s33(a)(iii) and
- c. s33(a)(iii) at s33(a)(i) s33(a)(iii)

4. s33(a)(iii) to attended the Information Days and withdrew their interest to purchase F/A-18A/B aircraft and associated inventory.

5. s33(a)(iii) Information Days as listed above. s33(a)(iii) post the Industry Days indicated their intent to purchase F/A-18A/B aircraft and associated available inventory.

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### Value for Money

6. The ATM will be released to all companies that submitted an EOI, and attended Information Days and indicated their interest during the Information Days to purchase F/A-18A/B aircraft and associated inventory. In addition, s33(a)(iii)

will be offered the opportunity to review the Request for Submission documentation in order to determine if they also wish to bid. This will allow an open opportunity s33(a)(iii)

7. An open Request for Submission for the commercial sale of F/A-18A/B aircraft and inventory was considered, and assessed as not an appropriate sale strategy. s33(a)(iii)

8. Additionally, the market was tested s47E(d)  
The ATM will include a minimum price s33(a)(iii)  
If the minimum prices are not met, the Commonwealth may explore other sale strategies.

9. Further, Value for Money is expected to be achieved by:

a. The commercial sale of F/A-18A/B aircraft and associated inventory for the s33(a)(iii)

and

b. The commercial sale of F/A-18A/B aircraft and inventory will minimise the requirement s33(a)(ii)

### ATM Documentation

10. The following documentation are attached and are to be used for the ATM for the commercial sale of F/A-18A/B aircraft and inventory:

- a. Draft Legal Process and Probity Plan for the Commercial Sale of F/A-18A/B Aircraft and Inventory;
- b. Draft F/A-18A/B Classic Hornet Request for Submission;
- c. Draft Deed of Transfer;
- d. Draft Sale Evaluation Plan Commercial Sale of F/A-18A/B Aircraft and Associated Inventory; and
- e. Draft Contract Negotiation Directive for the Commercial Sale of F/A-18A/B Aircraft and Associated Inventory.

### Consultation

11. Representatives from s47E(d) were all present at all Information Days and were included in the development of the Commonwealth's presentation that was presented at Reference B and C.

12. s47E(d) all Request For Sale documentation, with the expectation of this ATM approval request.

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**Delegate**

13. The delegate for the ATM is to be ASMLDS. If anyone is acting in the position of ASLMDS, then the delegate will be FASPP. This allows the Director of Disposals to negotiate independently of approval process.

s47E(d) [Redacted]  
[Redacted]  
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s47E(d) [Redacted]  
Digitally signed by  
s47E(d) [Redacted]  
Date: 2019.12.04  
11:30:43 +11'00'  
Director Disposals CASG  
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ss47E(d) [Redacted]

2 Dec 19

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Objective ID: s47E(d)

## **Legal Process and Probity Plan**

### **Defence Disposals - Commercial Sale of F/A-18A/B Aircraft and Inventory**

**Version 1.0 (December 2019)**

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DOCUMENT REVIEW AND APPROVAL

Revision History

Date of this revision:

Version	Revision Date	Summary of Changes	Changes Marked
.1	16 Dec 2019		

Approvals

This document requires the following approvals.

	Name	Signature	Title	Date of Issue	Version
1	s47E(d)	s22	s47E(d)	19 Dec 19	1.0
2					
3					
4					

PROJECT PARTICULARS

a. Project Number	
b. Project Title	Commercial Sale of F/A-18A/B Aircraft and Inventory
c. Project Description	Commercial Sale of F/A-18A/B Aircraft and Inventory
d. Project Timeline	RFS Release – s47E(d) Closing date for submissions – s47E(d) Submission Evaluation – s47E(d) Deed Execution and announcement of Successful Purchaser – s47E(d) s47E(d)

GOVERNANCE DETAILS

a. Delegate	s47E(d)	
b. Project Director		
c. Probity Adviser		
d. RFS Contact Officer		

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## 1 INTRODUCTION

### 1.1 Aim

- 1.1.1 This Plan establishes the probity principles and procedures that will apply to the disposal through commercial sale of up to 43 F/A-18A/B aircraft and inventory, possibly including simulators (Assets). This Plan must be consistent with, and read in conjunction with, the sale documentation specific to key stages of the sale lifecycle, such as the Request for Submission (RFS) and Sale Evaluation Plan (SEP).
- 1.1.2 This Plan provides the authority and structure for the way probity issues will be addressed for the RFS process and any resultant sale (collectively, 'Sale'). It establishes standards of practice and behaviour for Personnel (see clause 2) as well as assigning responsibilities to individuals with specific roles in ensuring the established probity standards are met. This Plan will underpin and foster a culture of ethics and fair dealing in which documented processes are applied, a clear audit trail is established and decision making is fair, transparent and defensible.

### 1.2 Background

- 1.2.1 F/A-18A/B Classic Hornet Disposal Strategy (DS) was amended to include the commercial sale of up to s33(a)(iii) s33(a)(iii) s47E(d)
- 1.2.2 The Commonwealth received Expressions of Interest (EOI) from s33(a) companies to purchase F/A-18A/B and associated inventory. Subsequently, the Commonwealth approached s33(a) other companies which had recently been s33(a)(iii) s33(a)(iii) to participate in the RFS process, however a number of these companies had not responded as at the date of the release of the RFS s47E(d) s47E(d)
- 1.2.3 Information days were held at s33(a)(i) in s47E(d) s47E(d) and further information days may be held upon request for respondents.

## 2 AUTHORITY AND SCOPE

### 2.1 Personnel

- 2.1.1 The personnel to whom this Plan applies includes:
- members of the Australian Public Service (APS) who are undertaking or have undertaken activities related to the Sale;
  - members of the Australian Defence Force (ADF) who are undertaking or have undertaken activities related to the Sale; and
  - contractors to Defence (the organisations engaged by Defence to provide services in relation to the Project; and the personnel from those organisations engaged to work within the Project) (referred to in this Plan as External Service Providers (ESPs)),
- collectively, 'Personnel'.
- 2.1.2 For the avoidance of doubt, this Plan also applies to any Personnel involved in or consulted for the Sale, including Personnel involved in:
- the evaluation of submissions (including subject matter experts);
  - industry engagement activities with entities within Defence industry that may wish to submit submissions in response to the Sale (Potential Purchasers); or
  - the preparation of RFS documentation for the Sale.

### 2.2 Authority

- 2.2.1 All APS employees are bound by the standard of conduct and the obligations as stated in the APS Values and the APS Code of Conduct (*Public Service Act, 1999*) during the Sale.

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- 2.2.2 ADF personnel must comply with their duties and obligations under the *Defence Force Discipline Act 1982*. This Plan is a lawful general order for the purposes of the *Defence Force Discipline Act 1982*.
- 2.2.3 APS employees and ADF personnel involved in the Sale must:
- a. comply with this Plan and note that any obligations contained in this Plan are in addition to and not in derogation of any of their obligations as outlined in clauses 2.2.1 and 2.2.2 of this Plan; and
  - b. sign the APS/ADF Confidentiality Declaration contained at Annex E.
- 2.2.4 ESPs engaged to work on the Sale must:
- a. comply with this Plan and note that any obligations contained in this Plan are in addition to and not in derogation of any of their contractual obligations (such as those relating to conflict of interest); and
  - b. sign the External Service Provider Confidentiality Declaration contained at Annex F.

### **3 GUIDELINES AND RESPONSIBILITIES**

#### **3.1 General Principles**

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- 3.1.1 All Sale activities are to be undertaken in a manner consistent with the legislative and regulatory requirements articulated in the *Public Governance, Performance and Accountability Act (PGPA Act)* and the Accountability Authority Instructions (**AAIs**) as well as key overarching policy documents.
- 3.1.2 For the purposes of this Plan, probity is defined as "integrity, uprightness and honesty as exemplified in the evidence of ethical behaviour in a particular process". For more information on probity and ethics, refer to the [Department of Finance \(DoF\) website](#).

#### **3.2 Process Guidelines**

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- 3.2.1 All Personnel involved in the Sale must read this Plan and be aware of their obligations.
- 3.2.2 Without limiting any other requirements set out in this Plan, in adhering to this Plan the following guidelines are to be adopted:
- a. all Personnel must act ethically, and in accordance with the APS Values and the APS Code of Conduct (set out in sections 10 and 13 respectively of the *Public Service Act 1999*);
  - b. all Personnel must avoid placing themselves in a position which could give rise to a potential claim of bias;
  - c. care must be taken to avoid any Potential Purchasers receiving information that provides to them an unfair advantage in relation to the Sale;
  - d. Personnel must not make improper use of their position;
  - e. Personnel must not accept hospitality, gifts or benefits from any Potential Purchasers other than in accordance with this Plan;
  - f. sale evaluation must be conducted in accordance with the RFS and SEP;
  - g. commercially sensitive information must be protected at all times and all Personnel must comply with processes established to protect and secure commercially sensitive information;
  - h. there must be a clear audit trail that includes records of discussions with Potential Purchasers during industry engagement activities, and for the sale undertaken; and
  - i. conflicts of interest must be avoided in the first instance, and, where this is not possible, they must be identified and managed.

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**3.3 Probity Adviser**

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- 3.3.1 The Probity Adviser will administer the Legal Process and Probity Plan. The responsibilities of the Probity Adviser will be to advise on the conduct of the sale, including involvement in the development and review of sale documentation to ensure that:
- a. applicable rules and procedures are followed;
  - b. the sale is conducted fairly;
  - c. submissions received are assessed in accordance with the Sale Evaluation Plan and the stated evaluation criteria; and
  - d. processes for managing communication with parties external to the sale, including respondents and potential respondents, are established and complied with.
- 3.3.2 The Probity Adviser must not be involved in the evaluation or selection of the potential purchasers as this would conflict with their role to provide unbiased and impartial advice. The Probity Adviser, or their delegate, may be required to attend negotiations and will review the SER.

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**3.4 Responsibilities of Project Director**

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- 3.4.1 The Project Director is responsible for the management of, and decision making on, key probity issues, including the management of any conflicts of interest in accordance with this Plan.
- 3.4.2 The Project Director may seek advice from the Probity Adviser or request that meetings be held with the Delegate to consider any probity issues raised by the conduct of industry engagement activities, the Sale, or that otherwise may have a bearing on the defensibility of the Sale.

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**3.5 Probity Briefing**

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- 3.5.1 The Probity Adviser will, if requested by the Project Director, provide a probity briefing to Personnel who may be involved in the evaluation of submissions on their responsibilities and obligations under this Plan and other applicable probity requirements prior to the commencement of evaluations.

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**3.6 Non compliance**

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- 3.6.1 All Personnel are required to report to the Probity Adviser any breach or non-compliance with the obligations and principles outlined in this Plan.
- 3.6.2 Where any Personnel has failed to comply, or breached, this Plan, the Probity Adviser will consult with the Project Director, who may advise that affected Personnel should:
- a. have access to Confidential Information (see clause 6) suspended; and/or
  - b. be suspended from their participation in the Sale, or aspects of the Sale.

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**4 CONFLICTS OF INTEREST**

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**4.1 Conflicts of Interest**

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- 4.1.1 A conflict of interest is where an incompatibility exists, or where it could be reasonably perceived that an incompatibility exists, between the public duty of a person and a current or prospective interest of that person or a member of that person's immediate family.
- 4.1.2 Instances where a conflicting interest may exist include:
- a. any personal financial interest in the sale;
  - b. any immediate relatives or close friends with a financial interest in the Sale;
  - c. any personal bias which would in any way affect an individual's decisions in relation to the Sale; or
  - d. any personal association or obligation that would in any way affect an individual's



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decisions in relation to the Sale.

- 4.1.3 A conflict of interest may be an actual conflict, a potential conflict or a perceived conflict. The differences, and some examples, are as follows:

- a. an **actual conflict of interest** is where a person's or their immediate family members' interest, association or relationship is in conflict with the duty or role they are performing;

*Examples:*

- *you stand to benefit financially from the award of the contract to the potential purchaser, and have a role in making that decision; or*
- *you are a contractor involved in evaluation and your employer company stands to benefit from the award of a contract to a particular purchaser.*

- b. a **potential conflict of interest** is where a person's or their immediate family members' interest, association or relationship may result in a conflict with the duty or role they are performing; and

*Examples:*

- *you hold shares in an entity which may be a potential purchaser, but don't know yet whether the entity has an interest in the Sale or will submit a response.*

- c. a **perceived conflict of interest** is where it appears to a third person that a person's or their immediate family members' interest, association or relationship may or has resulted in a conflict with that person's duty or role.

*Examples:*

- *you were previously employed by a potential purchaser – it could be perceived that you have a bias or inclination for or against that potential purchaser;*
- *attending an event as a guest of a potential purchaser - you might be perceived as being biased in favour of that potential purchaser; or*
- *frequent and close contact with a particular potential purchaser outside of sale activities– while this might be part of your business as usual activities, it could lead to perceptions that you are biased in favour or against a particular potential purchaser, that they have received information others have not etc – see clause 5 and **Annex D** to this Probity Plan for further information and steps that can be taken to manage these perceptions.*

## 4.2 Conflict of Interest Declarations

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- 4.2.1 Personnel involved in the Sale (including industry engagement activities, development of the request documentation, and activities following RFS release) are required to sign the Conflict of Interest Declaration contained at **Annex B**. By doing so, they acknowledge that they have been briefed on this Plan, provided with a copy of it and understand its contents and implications.

- 4.2.2 Should any actual, perceived or potential conflict of interest arise (at any stage in the Sale), the matter is to be disclosed by the affected Personnel by the provision of an updated Conflict of Interest Declaration. This must be provided as soon as possible after Personnel become aware that the actual, perceived or potential conflict of interest has arisen.

## 4.3 Management of Conflicts of Interest

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- 4.3.1 In dealing with an actual, perceived or potential conflict of interest, the Project Director (or the Delegate, where the conflict of interest relates to the Project Director), in consultation with the Probity Adviser, is to act promptly and give such directions as they see fit to address, manage or remove the conflict where it exists. Key principles for the decision maker to take into account are:

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- a. for the purposes of deciding on the existence of a conflict of interest, the issue is not whether the person has actually been influenced, but whether a reasonable person would perceive that the decision making process of an individual could have been influenced. Consequently, where a perceived conflict of interest exists, the Project Director is to make such determinations that places the probity of the Sale, including the way the conduct of the Sale is perceived, as paramount.
- b. efforts should be made to minimise the impact on the affected person, but in all instances the interests of the Commonwealth will take precedence and may potentially lead to the removal of the person from the Sale or particular activities that form part of the Sale, or limiting access to Sale information.
- c. during the consideration of whether a conflict of interest exists, the affected person is to be excluded from involvement in the Sale, decision or matter potentially giving rise to the conflict.
- d. where an actual or potential conflict of interest is deemed to exist, the Project Director is to exclude the affected individual from involvement in the Sale, decision or matter.
- e. individuals affected by any determination are not to provide advice, inform the decision making process, make decisions or exercise any concurrence or delegation in relation to the Sale, decision or matter in question.
- f. where, after consideration, the decision maker determines that no actual or potential conflict exists, the details of the matter and the findings are to be recorded. Generally no further action need be taken.

**4.4 Acceptance of Gifts and Hospitality**

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- 4.4.1 The solicitation or acceptance of gifts or hospitality from any party that has a likely or potential interest or association with the Sale, including any Potential Respondent, is prohibited. Should Personnel involved in the Sale consider that exceptional circumstances exist that warrant a variation to this blanket policy, they are to seek the written approval of the Project Director who will consider the request in accordance with:
- a. Defence Integrity Policy Manual;
  - b. Defence and the Private Sector - An Ethical Relationship;
  - c. Defence Instruction (General) – PERS 25-7 – *Gifts, Hospitality and Sponsorship*; and
  - d. Any other relevant Defence policy pertaining to gifts, hospitality and sponsorship.

**4.5 Conferences, seminars and other events or contact**

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- 4.5.1 Personnel involved in the Sale should, to the extent possible, seek to avoid contact with Potential Purchasers during the Sale outside of authorised 'business as usual' activities.
- 4.5.2 Personnel involved in the Sale should therefore not generally attend or participate in conferences, seminars or other events directly or primarily sponsored, organised or paid for by a Potential Purchaser, and must not do so without the prior written permission of the Project Director, after consulting with the Probity Adviser.
- 4.5.3 If permission is granted for Personnel to attend a function where a Potential Purchaser is present, or Personnel otherwise unexpectedly have contact with a Potential Purchaser, they should not discuss matters relating to the Sale, and should comply with the Contact Protocols at clause 5.2 of this Plan.
- 4.5.4 Personnel who are required to have contact with Potential Purchaser as part of their business as usual duties outside of Project activities should comply with clause 5.3 of this Plan.

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**4.6 Offers of Employment**

- 4.6.1 Personnel involved in the Sale who receive an offer of employment from a Potential Purchaser (whether or not the offer of employment is in writing), and is considering that offer of employment, will be treated as having an actual conflict of interest and must immediately advise the Project Director in writing.
- 4.6.2 The Project Director will address any such notification, in consultation with Probity Adviser and shall implement a course of action consistent with the guidance provided in Chapter 2 of the Defence Integrity Policy Manual.

**5 COMMUNICATION**

**5.1 General principles**

- 5.1.1 In order to ensure the Sale is conducted fairly, equitably and consistently with the rules of procedural fairness and natural justice, Personnel must take care not to interact with Potential Purchasers in a manner which:
- a. creates, or gives rise to the perception of, favouritism, bias or an unfair advantage for that Potential Purchaser;
  - b. reveals proprietary or Confidential Information (see clause 6) of another Potential Purchaser or any other party; or
  - c. unfairly disadvantages a Potential Purchaser.
- 5.1.2 Personnel must ensure that they do not communicate Confidential Information (see clause 6) relating to the Sale before, during or after the Sale, unless authorised to do so by the Project Director.
- 5.1.3 Personnel must exercise caution not to disclose any information relating to the Sale or in general that may be perceived as providing any Potential Purchaser with an unfair advantage over other Potential Purchasers.

**5.2 Contact Protocols**

- 5.2.1 Personnel must not provide information concerning the Sale, verbally or in writing, to Potential Purchasers, or any other person outside the Project, unless specifically authorised to do so by the RFS Contact Officer or Project Director.
- 5.2.2 If Personnel are contacted for information about the Sale outside of authorised Project activities, Personnel must adhere to the following protocols:

***RFS process***

- 5.2.3 Any contact with Potential Purchasers relating to the Sale should occur through the Contact Officer nominated in the RFS. If Personnel other than the RFS Contact Officer are contacted about the Sale, they must:
- a. decline to comment;
  - b. refer the enquiry to the RFS Contact Officer via email at s47E(d)
  - c. make a record of that contact, and how they handled it; and
  - d. provide that record to the Probity Adviser.

***Commonwealth Clarifications (after the RFS closing time)***

- 5.2.4 It may be necessary for Personnel to contact Potential Purchasers after the RFS Closing Time. Any such contact should only occur if authorised by the Project Director, in consultation with the Probity Adviser, and should be conducted in accordance with the RFS and SEP for the Sale (which may require that all such contact is in writing and via the RFS Contact Officer). If contact is authorised, protocols may be put in place to manage the probity risks associated with that contact. Any contact by Project Personnel with a Potential Purchaser during the evaluation process should be undertaken on the basis that Personnel will:

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- a. not discuss any information with a Potential Purchaser that comments on or makes a comparison with another Potential Purchaser's proposal; and
- b. not provide Potential Purchasers with information about, or comments on, the decision making process or evaluation of submissions.

**5.3 Business as usual activities outside of Project activities**

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- 5.3.1 Personnel may have day to day business as usual contact with Potential Purchasers. Personnel who continue to be in contact with Potential Purchasers have an important role in ensuring the probity of the Sale and should take all steps necessary to avoid any actual or perceived unfairness in their dealings with industry.
- 5.3.2 Personnel who have contact with Potential Purchasers must adhere to the Contact Protocols set out in paragraph 5.2 of this Plan, and the Business as Usual Protocols in Annex D.

**5.4 Industry Engagement Activities**

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- 5.4.1 Any industry engagement undertaken during the Sale is to be conducted in as open and transparent a manner as possible. In particular, Personnel must take care to ensure that:
  - a. before any engagement activity is conducted, the activity is carefully researched and planned to ensure it has a well-defined objective that is clearly articulated and well understood; and
  - b. no Potential Purchaser receives information which is not also given to all other potential purchasers.
- 5.4.2 In order to ensure transparency and accountability, Personnel should keep comprehensive records of all industry engagement activities. Keeping such records will enable the Commonwealth to ensure that information is consistently distributed between Potential Purchasers, and provide evidence of fair and equitable treatment of Potential Purchasers in relation to the Sale.

**5.5 Media and other enquiries**

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- 5.5.1 Personnel must not provide information, verbally or in writing, to any person outside the Project concerning the Sale unless specifically authorised to do so by the Project Director.
- 5.5.2 All requests from the media or members of the public for information in relation to the Sale should be referred to the Project Director. If any media or other enquiries are made with Personnel regarding the Sale, Personnel must:
  - a. decline to comment;
  - b. refer the enquiry to Project Director via email at s47E(d)
  - c. make a record of the and how the request was handled; and
  - d. provide a copy of that record to the Probity Adviser.
- 5.5.3 Unless authorised in accordance with clause 5.5.1, Personnel must not make any comments or give information to the media regarding the Sale.
- 5.5.4 Personnel must not express any personal opinions, whether publicly or to any person outside of the Project, about the Sale, a Potential Purchaser or a submission.

**6 CONFIDENTIAL INFORMATION**

**6.1 Scope of Confidential Information**

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- 6.1.1 'Confidential Information' means information:
  - a. that is commercially sensitive or sensitive to the Commonwealth;

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- b. the disclosure of which would cause unreasonable detriment to the owner of the information or another party (e.g. disclosure of submitted pricing); and
- c. that was provided with an expressed or implied understanding that it would remain confidential,

but does not include information that:

- d. is or becomes public knowledge other than by breach of contract or obligation of confidentiality; or
- e. is in the possession of a party without restriction in relation to disclosure before the date of receipt.

## **6.2 Management of Confidential Information and Security Controlled Information**

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- 6.2.1 Improper distribution of Confidential Information (including but not limited to any security controlled or export controlled information) has the potential to seriously undermine the integrity of the Sale, as well as harm the reputation of Defence.
- 6.2.2 Personnel involved in the Sale should only have access to Confidential Information on a 'need to know' basis. Confidential Information needs to be managed in accordance with its commercial sensitivity and any classification level or dissemination limits relating to the information.
- 6.2.3 All Personnel involved in the Sale who may be privy to Confidential Information are obliged to ensure that all such information remains confidential and is not disclosed to anyone other than other personnel who require such disclosure in order to perform their duties for the sale.
- 6.2.4 Personnel having access to Confidential Information, including submissions, must ensure that documents and information, including electronically stored information, that is in their possession or control and which contains Confidential Information is:
  - a. kept in locked offices or locked filing cabinets when not in use;
  - b. not left unattended for any period at a place that is accessible by a person not authorised;
  - c. not displayed at times or in places where they could be read by a person who is not authorised;
  - d. not made available to a person who is not authorised; and
  - e. password protected (in the case of electronically stored material).

## **7 OTHER MATTERS**

### **7.1 Evaluation**

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- 7.1.1 A sale evaluation plan (SEP) containing the procedures to be adopted in respect to the receipt of submissions and providing a clearly defined methodology for the assessment and evaluation of submissions will be established and approved prior to the commencement of the evaluation.
- 7.1.2 The SEP may specify specific arrangements for access to submissions and evaluation information (including limits on who may access these records, and where and how this information may be accessed, reproduced and disseminated). Personnel should comply with the access arrangements in the SEP.
- 7.1.3 The Project Director will be responsible for ensuring that the assessment conducted conforms to the processes and methodology outlined in the RFS and SEP. Advice can also be sought from the Probity Adviser where required.

### **7.2 Complaints**

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- 7.2.1 All complaints received by the Commonwealth in relation the Sale shall be dealt with in accordance with the Conditions of Submission and any applicable Defence complaints handling policies and procedures.

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**7.3      Records and Audit Trail**

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- 7.3.1      Records should be maintained throughout the conduct of the Sale and provide sufficient information to enable audit and independent review functions to be carried out.

**Annexes:**

- A.      Not used
- B.      COI Declaration
- C.      Not used
- D.      Business As Usual Protocols
- E.      APS/ADF Confidentiality Declaration
- F.      Contractor Confidentiality Declaration

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**Annex A: Not used**



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Annex B: COI Declaration – Sale

CONFLICT OF INTEREST DECLARATION

Defence Disposals - Commercial Sale of F/A-18A/B Aircraft and Inventory  
(Sale)

I have read and understood the Probity Plan for Defence Disposals - Commercial Sale of F/A-18A/B Aircraft and Inventory (**Plan**). I acknowledge that it is my responsibility to comply with the Plan.

I acknowledge that it is my responsibility to declare each actual, perceived or potential conflict of interest. In doing so I will have regard to:

- the Probity Plan;
- the Guidance provided below; and
- any entity that I believe, or Defence has identified, as being relevant to the Sale (regardless of whether that entity is listed at Table 1 below).

**Declaration**

I \_\_\_\_\_ [print full name] declare:

[Delete one]

I have no conflicts of interest in relation to the Sale.

OR

I have the following conflict(s) of interest in relation to the Sale.

*Insert details of any relevant conflicts of interest*

This information is true and correct to the best of my knowledge and belief. If a further actual, perceived or potential conflict of interest arises in the future I will immediately provide an updated declaration to the Probity Adviser detailing that conflict of interest.



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Details of Signatory	
Signature:	
Printed Name:	
Rank/Level:	
Appointment/ Organisation:	
Date:	

**TABLE 1: LIST OF POTENTIAL PURCHASERS**

This list is indicative only and may be updated from time to time. It is intended as a guide and Personnel should consider whether they may have a personal, professional and/or financial interest in an entity which may have an interest in the sale regardless of whether that entity is listed here. Personnel should consider whether the declaration they have provided needs to be updated when any changes are made to the list of potentially interested entities below:

s33(a)(iii)



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**Annex C: Not used**

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### Annex D: Business as Usual Protocols

#### Background

1. Personnel may be managing contracts or conducting other activities separately of the Project with other entities within Defence industry that may wish to submit a submission in response to the Sale (**Potential Purchasers**).
2. These protocols recognise that these separate business as usual activities with Potential Purchasers must continue while the Project conducts the Sale.
3. However, probity risks arise during business as usual dealings with Potential Purchasers.
4. The key risk to manage is that Potential Purchasers may actually gain or be perceived to have gained an unfair advantage over other Potential Purchasers by virtue of their current relationships or other activities with Defence, and/or from the availability of Personnel. For example, with regular contact with Defence Personnel, a Potential Purchaser could actually have, or be perceived to have:
  - a. influenced the development of request documentation; or
  - b. had, via Defence Personnel, access to non-public information about the Sale that is either not available to other potential purchasers, or provided to a Potential Purchaser before other potential purchasers.
5. If communications with Potential Purchasers are not appropriately managed, another Potential Purchaser may complain that there has been unfairness in the Sale process.
6. These protocols seek to manage these risks.
7. Personnel should be aware that a Probity Plan has been established, setting out the probity principles and procedures to be applied by Personnel involved in the Sale.
8. Where Personnel are involved in the Sale or exposed to confidential information about the Sale, the Probity Plan applies to them.
9. Regardless of whether the Probity Plan applies to Personnel, Personnel who are in contact with Potential Purchasers have the capacity to influence the Sale, and to impact the fairness and defensibility of the Sale.
10. Personnel who are not involved in the Project but receive these protocols must, therefore, comply with these protocols in their dealings with Potential Purchasers in order to protect the integrity of the Sale.

#### Application

11. These protocols apply to activities being conducted outside of authorised Project activities throughout the Sale, including:
  - a. while the Request for Submission (RFS) remains open in the market;
  - b. during the evaluation of submissions submitted in response to the RFS; and

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- c. prior to Deed signature with the successful purchaser(s).

**Probity Protocols**

- 12. Personnel who have contact with Potential Purchasers outside of Project activities should adhere to the following protocols:
  - a. discussions with Potential Purchasers should be limited to day to day business as usual matters (i.e. should be limited to matters under their current contracts with Defence) and should not include any matters related to the Sale;
  - b. no information about the Project, RFS documentation or the Sale may be discussed or disclosed to Potential Purchasers personnel, contractors, agents or advisers – in particular, Personnel must not:
    - (i) provide information relating to the Sale to a Potential Purchaser;
    - (ii) discuss with a Potential Purchaser the Sale or a submission they have submitted;
    - (iii) disclose information about the evaluation of a submission to a Potential Purchaser or its contractors;
    - (iv) disclose information about the evaluation of a submission to any person who does not have a need to know; and
    - (v) discuss the Sale in public spaces or where those discussions could be overheard by Potential Purchasers or others who do not have a need to know;
  - c. when meetings and/or discussions are held with Potential Purchasers, where appropriate, Personnel should make it clear that the discussion does not form part of, and does not relate to, the Sale, and the Sale cannot be discussed within that meeting and/or discussion;
  - d. where a Potential Purchaser seeks to discuss the Sale or matters related to the Sale with you, you should:
    - (i) decline to comment;
    - (ii) refer the enquiry to the RFS Contact Officer for the Sale;
    - (iii) make a record of that contact, and how you handled it; and
    - (iv) provide that record to the Probity Adviser.
  - e. you must not:
    - (i) coach any Potential Purchaser in relation to a submission or proposal; or
    - (ii) express views or opinions (either directly or indirectly) regarding the Sale to a Potential Purchaser, including commenting on a Potential Purchaser's chances of success or the evaluation process for the Sale.
  - f. Potential Purchasers should also not be given any opportunity to comment or contribute to the development of Sale documentation, or the evaluation methodology or process. As such:
    - (i) if you are asked by the Project to comment on particular requirements for

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- the Sale, you must not discuss these with any Potential Purchaser personnel or seek their comments on this; and
- (ii) if any Potential Purchaser seeks your comment on matters that relate to the Sale, you must decline to comment and take the steps set out at 12.d.
- g. where necessary and practical, all substantial discussions or meetings between Personnel and Potential Purchaser personnel:
- (i) should be held formally and a record maintained;
  - (ii) should be attended by at least two Defence Personnel; and
  - (iii) should not be held in public (e.g. in restaurants or cafés);
- h. where you have substantial contact with a Potential Purchaser as part of business as usual activities, you should consider keeping records of those business as usual activities in the lead up to and during the Sale, to confirm that the Sale was not raised or was not discussed during these other business as usual activities. Where the Sale is raised, you must comply with clause 12.d. above; and
- i. where you are involved in the Sale, you must:
- (i) comply with the requirements of the Probity Plan, including in relation to gifts, hospitality and offers of employment from Potential Purchasers, and
  - (ii) in completing any Project conflict of interest declaration, your business as usual activities with Potential Purchasers should be declared.

**Contacts**

The RFS Contact Officer is s47E(d)  
The Probity Adviser is s47E(d)

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**Annex E: APS/ADF Confidentiality Declaration**

1. Australian Public Service (APS) and Australian Defence Force (ADF) personnel who are involved in the Defence Disposals - Commercial Sale of F/A-18A/B Aircraft and Inventory (Sale) and have access to information relating to the Sale are reminded of their existing obligations under:
  - a. the *Public Service Act 1999* (Cth) and Public Service regulations;
  - b. the *Defence Act 1903* (Cth) and regulations under that Act;
  - c. the *Privacy Act 1988* (Cth) and regulations under that Act; and/or
  - d. the *Criminal Code* set out in Schedule 1 of the *Criminal Code Act 1995* (Cth).

to ensure that information received as a consequence of their involvement in the Sale is kept confidential and is only disclosed to persons who are authorised to receive such information.

2. It may be a punishable offence under Chapter 5, Part 5.6, Division 122 of the *Criminal Code* to communicate information relating to the Sale to any person who is not authorised to receive it.
3. It is a requirement that all ADF and APS personnel who have access to information relating to the Sale make the following declaration.

**Declaration:**

I, .....	[Printed Name]
.....	[Position]
.....	[Organisation/Employer]

declare that:

I acknowledge my obligations to keep information provided to me in relation to the Sale confidential and to only disclose any such information to persons who are authorised to receive that information.

Signature:		Date:	
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**Annex F: External Service Provider Confidentiality Declaration**

1. External Service Providers (ESPs) who are involved in the Defence Disposals - Commercial Sale of F/A-18A/B Aircraft and Inventory are reminded of their existing obligations under:
  - a. the contract under which their services have been engaged;
  - b. the deed of confidentiality they or their employer signed relating to the provision of their services;
  - c. the *Privacy Act 1988* (Cth) and regulations under that Act; and/or
  - d. the *Criminal Code* set out in Schedule 1 of the *Criminal Code Act 1995* (Cth).to ensure that information received as a consequence of their involvement in the sale is kept confidential and is only disclosed to persons who are authorised to receive such information.
2. It may be a punishable offence under Chapter 5, Part 5.6, Division 122 of the *Criminal Code* to communicate information relating to the Sale to any person who is not authorised to receive it.
3. It is a requirement that all ESPs who have access to information relating to the Sale make the following declaration.

**Declaration:**

I, .....  
.....  
.....

[Printed Name]

[Position]

[Organisation/Employer]

declare that:

I acknowledge my obligations to keep information provided to me in relation to the Sale confidential and to only disclose any such information to persons who are authorised to receive that information.

Signature:		Date:	
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Objective ID: s47E(d)

**Sale Evaluation Plan  
Commercial Sale of F/A-18A/B Aircraft and Associated  
Inventory Sale Evaluation Plan**

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## Sale Evaluation Plan

Objective Document Number: s47E(d)

### Revision History

Revision date	Version No	Summary of changes	Changes marked
16 Dec 2019	.1		

### Endorsements

The document is endorsed by:

Name	Signature	Appointment	Date
s47E(d)	s22	Director of Disposals	s47E(d)

### Approvals

This document is approved by:

Name	Signature	Appointment	Date
s47E(d)	s22	ASMLDS	s47E(d)

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s47E(d) - SUBMISSION EVALUATION PLAN

<b>1</b>	<b>OVERVIEW .....</b>	<b>1</b>
1.1	Introduction .....	1
1.2	Aim .....	1
1.3	Background .....	1
1.4	Indicative Schedule of Activities .....	1
<b>2</b>	<b>s47E(d) .....</b>	<b>1</b>
2.1	s47E(d) .....	1
<b>3</b>	<b>APPROVALS, DELEGATIONS AND SALE EVALUATION BOARD .....</b>	<b>2</b>
3.1	Approvals .....	2
3.2	Sale Evaluation Board (SEB) .....	2
<b>4</b>	<b>ETHICS, PROBITY AND FAIR DEALING .....</b>	<b>3</b>
4.1	Evaluation Requirements .....	3
4.2	Accountability, Probity, Ethics and Fair Dealing .....	3
4.3	Conflicts of Interest .....	3
4.4	Confidentiality and Security of Documentation .....	3
4.5	Communication with Respondents .....	4
<b>5</b>	<b>SUBMISSION EVALUATION PROCESS AND METHODOLOGY .....</b>	<b>4</b>
5.1	Late Submissions .....	4
5.2	Initial Distribution .....	4
5.3	Initial Screening .....	4
5.4	Submission Evaluation Methodology .....	4
5.5	Compliance Rating .....	5
5.6	Submission requirements .....	5
5.7	Clarification of Submissions .....	5
5.8	Errors and Corrections .....	5
5.9	Source Evaluation Report .....	6
5.10	Notification and Debriefing of Respondents .....	6

**ANNEXES**

- A. Indicative Schedule of Activities**
- B. Evaluation Matrix**
- C. Evaluation Methodology**

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s47E(d) 1 - SALE EVALUATION PLAN

**References:**

- A. Approve Amendment to F/A-18 Disposal Strategy to Include Commercial Sale (Objective ID s47E(d))
- B. Legal Process and Probity Plan Defence Disposals – Commercial Sale of F/A-18A/B and Inventory (Objective ID: s47E(d)); and
- C. Commonwealth's Request For Submission s47E(d) (RFS)

**1 OVERVIEW**

**1.1 Introduction**

- 1.1.1 This Sale Evaluation Plan (SEP) details the arrangements and framework for evaluating submissions in response to the RFS.

**1.2 Aim**

- 1.2.1 The overall objective of the evaluation is to determine the submission that best meets the Evaluation Criteria set out in the RFS (**Evaluation Criteria**).
- 1.2.2 This SEP provides a framework and methodology for the evaluation of submissions, and details the activities and responsibilities of the delegate(s) and Sale Evaluation Board (**SEB**).

**1.3 Background**

- 1.3.1 At Reference A, the F/A-18 Classic Hornet Disposal Strategy (DS) was amended and approved by CAF to include the commercial sale of s33(a)(iii) and inventory for the s33(a)(iii)
- 1.3.2 The Commonwealth received Expressions of Interest (EOI) from s33(a) companies to purchase F/A-18A/B and associated inventory. Subsequently, the Commonwealth approached s33(a)(iii) companies which had recently s33(a)(iii) to participate in the RFS process, however a number of these companies had not responded as at the date of the release of the s33(a)(iii) Information days were held at s33(a)(i) in s33(a)(iii)

**1.4 Indicative Schedule of Activities**

- 1.4.1 The evaluation will be conducted in accordance with the Indicative Schedule of Activities provided at Annex A.

**2 s47E(d)**

**2.1 s47E(d)**

**2.1.1 s47E(d)**

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s47E(d)

2.1.2

### **3 APPROVALS, DELEGATIONS AND SALE EVALUATION BOARD**

#### **3.1 Approvals**

- 3.1.1 The delegates nominated to approve actions and persons/ bodies who will provide review of actions and advice, are as follows:

s47E(d)

#### **3.2 Sale Evaluation Board (SEB)**

- 3.2.1 The SEB is formed specifically to conduct an evaluation of each submission in accordance with this SEP and to provide a Source Evaluation Report (**SER**), including a source selection recommendation, to the applicable delegate.
- 3.2.2 All members of the SEB must understand their obligations and comply with this SEP.
- 3.2.3 The SEB shall:
- a. comply with all relevant legislative and regulatory requirements;
  - b. conduct the evaluation in a manner which is ethical and fair;
  - c. minimise the costs of evaluation for Defence; and
  - d. use methodologies that are consistent with the RFS and this SEP.
- 3.2.4 The SEB comprises:

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- 3.2.5 The SEB Chair responsibilities include:
- a. ensuring that the SEB members are aware of and comply with the requirements of the RFS and SEP;
  - b. managing the evaluation of each submission against the requirements of the RFS in accordance with this SEP;
  - c. ensuring consistency of approach and evaluation methodology by the SEB;

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- d. developing a SER with the assistance of the SEB; and
- e. making a source evaluation recommendation to the applicable delegate.

3.2.6 The SEB may seek advice and guidance from the following advisers:

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## **4 ETHICS, PROBITY AND FAIR DEALING**

### **4.1 Evaluation Requirements**

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4.1.1 Prior to the commencement of evaluations, the Probity Adviser will, if requested, brief the SEB on the requirements of the SEP and Probity Plan (Ref B). This briefing will include such things as:

- a. accountability, probity, ethics and fair dealing, including compliance with the Probity Plan (Ref B);
- b. conflicts of interest;
- c. security requirements and arrangements; and
- d. the submission clarification process.

4.1.2 The SEB Chair will brief the SEB on:

- a. administrative arrangements (for example distribution of submission volumes, the venue for evaluation, and the use of evaluation tools and database);
- b. areas of responsibility for evaluation and required outputs; and
- c. the submission evaluation schedule.

### **4.2 Accountability, Probity, Ethics and Fair Dealing**

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4.2.1 Staff involved with the submission evaluation must recognise their public duty and ensure that the principles and ethics of probity are upheld in accordance with the Probity Plan (Ref B).

4.2.2 The SEB Chair may seek advice from the probity adviser at any time during the evaluation should a probity issue arise.

### **4.3 Conflicts of Interest**

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4.3.1 Conflicts of interest must be identified, declared and managed in accordance with Defence policy and the requirements set out in the Probity Plan.

4.3.2 SEB members must immediately declare in writing any actual, potential or perceived conflicts of interest of which they become aware in relation to the evaluation process (including any conflict of interest relating to a respondent or its contractors).

4.3.3 Should an actual, potential or perceived conflict of interest arise at any time over the course of the evaluation in relation to a SEB member or other person participating in the evaluation process, the affected SEB member or person may (at the discretion of the applicable delegate) be excluded from further participation in the process.

### **4.4 Confidentiality and Security of Documentation**

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4.4.1 Throughout the evaluation process, all documentation submitted by respondents or relating to the RFS process must be handled appropriately. Information provided by respondents will be treated as Commercial in Confidence I, kept in a secure, lockable storage medium and

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not be used for purposes other than submission evaluation.

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**4.5 Communication with Respondents**

- 4.5.1 SEB members are not permitted to contact any respondents during the evaluation without prior approval from the SEB Chair and s47E(d)
- 4.5.2 All conversations relating to the RFS will be documented as a record of conversation including the date, time, source, detail and submission to any request for information.

---

**5 SUBMISSION EVALUATION PROCESS AND METHODOLOGY**

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**5.1 Late Submissions**

- 5.1.1 Any submissions which are received after the Closing Time are "late submissions" and the Commonwealth may not consider any late submissions, unless the lateness was the Commonwealth's fault.

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**5.2 Initial Distribution**

- 5.2.1 The SEB Chair will ensure that copies of the submissions are made available to each member of the SEB. These copies are to be made available electronically or, if printed, must be held in a secure, lockable storage medium when not in use.

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**5.3 Initial Screening**

- 5.3.1 As the first step in the evaluation process, the SEB will check submissions for compliance with all the following:
  - a. The Respondent must not be an individual or entity on the Consolidated List (as published by the Australian Government Department of Foreign Affairs and Trade) to which the *Charter of the United Nations Act 1945* and the *Autonomous Sanctions Act 2011* currently applies.
- 5.3.2 Submissions that do not satisfy the above requirement must be brought to the attention of the applicable delegate and the applicable delegate must ensure that the submissions are excluded from evaluation.
- 5.3.3 The Consolidated List is available on the Department of Foreign Affairs website ([www.dfat.gov.au/sanctions/consolidated-list.html](http://www.dfat.gov.au/sanctions/consolidated-list.html)).
- 5.3.4 In addition, each submission will be checked to ensure that it is substantively complete, including that the Declaration by Respondent has been physically signed and included and that it does not disclose any significant issues of concern (eg any sections crossed out or any convictions disclosed).
- 5.3.5 If a respondent has failed to correctly sign the Declaration by Respondent the SEB Chair will arrange for them to do so.
- 5.3.6 If a respondent has failed to provide all the information and documents requested, the SEB Chair will consult with the Probity Adviser as to whether allowing a missing document to be provided would result in a respondent obtaining an unfair advantage over other respondents. In such cases, the document will not be requested.
- 5.3.7 The SEB Chair will ensure that if a submission includes documents which were not requested but the respondent chose to provide, the consideration of those documents for the purposes of the evaluation is consistent with the RFS and probity requirements, including the Probity Plan. The SEB Chair will seek probity advice as required.
- 5.3.8 The probity adviser will be asked to advise on any significant issues identified during Initial Screening. Any decision to exclude a respondent should only be made with the approval of the applicable delegate.

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**5.4 Submission Evaluation Methodology**

- 5.4.1 Submissions that are not excluded in accordance with the Conditions of Submission will

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progress to detailed evaluation in accordance with the evaluation process set out in Annex C.

### 5.5 Compliance Rating

- 5.5.1 Submissions will be evaluated in detailed evaluation using the following compliance ratings:
- Exceeds:** The submission exceeds the requirement specified in the RFS in a manner which offers significant additional benefits to Defence;
  - Compliant:** The submission meets the requirement specified in the RFS or, where it exceeds the requirement, there is no significant additional benefit to Defence; and
  - Deficient:** The submission does not meet the requirement specified in the RFS.
- 5.5.2 If a Submission is assessed as being Deficient against an Evaluation Criterion in the RFS it will be classed as deficient. Deficiencies will be further classified as follows:
- Deficient - Minor:** A deficiency that has no substantial implications for the requirements and may be acceptable without remedial action;
  - Deficient - Significant:** A deficiency that has the potential to prevent an element of the requirements specified in the RFS from being achieved; and
  - Deficient - Critical:** A deficiency that cannot be readily remedied which is of such significance that it may seriously prevent the requirements specified in the RFS from being achieved.
- 5.5.3 The compliance rating of a submission may alter as a result of any checks undertaken or additional information received, as described in Annex C.

### 5.6 Submission requirements

- 5.6.1 Annex C sets out a guide for the SEB as to which evaluation criteria are applicable to particular information requested from respondents. This is a guide only. For example, information provided by referees may be relevant to any of the criteria.

5.6.2 .

### 5.7 Clarification of Submissions

- 5.7.1 Any clarification questions will be consolidated into a single request and passed to the SEB Chair (or nominated officer). Requests for clarifying information will be issued by the SEB Chair to the relevant respondent in writing.
- 5.7.2 Communication between the Commonwealth and respondents must not be designed to solicit new information from respondents. Any communication between the Commonwealth and respondents will be restricted to clarification of issues that would assist the evaluation process, thereby improving the level of confidence attached to the evaluation. Clarification questions must be approved for release by the SEB Chair. When a respondent's submission to a clarifying question constitutes a substantive change in the submission, the SEB Chair will determine whether the information is admissible for evaluation purposes.

### 5.8 Errors and Corrections

- 5.8.1 If at any time the SEB identifies that there are unintentional errors of form, incompleteness, inconsistencies or ambiguities (collectively, 'errors') in a submission, the SEB Chair may request the respondent to correct or clarify the errors.
- 5.8.2 The Commonwealth is under no obligation to consider additional information provided by the respondent in a response to a request which would result in a respondent obtaining an unfair advantage over other respondents.
- 5.8.3 If, after probity advice, the SEB Chair determines that such information would result in a respondent obtaining an unfair advantage over other respondents, this information will be withheld from the evaluation.

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**5.9 Source Evaluation Report**

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- 5.9.1 The outcome of evaluation will be documented in a SER. The SER will address the following subjects:
- a. Executive summary;
  - b. Background;
  - c. Conduct of evaluation;
  - d. Details of excluded submissions and reasons for exclusion;
  - e. Summary assessment of submissions against Evaluation Criteria;
  - f. Ranking of submissions;
  - g. Source recommendations; and
  - h. Further actions.
- 5.9.2 The SER serves to record the detailed evaluation results, provide the source from which issues for contract negotiation will be drawn, and serve as an audit trail for the detailed assessments made in arriving at the source selection recommendation. The SER will then be submitted to the applicable delegate for approval.
- 5.9.3 The applicable delegate may approve the SER or may not approve the SER.

**5.10 Notification and Debriefing of Respondents**

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- 5.10.1 Notification of respondent(s) of the outcome of the evaluation must not occur until after the SER has been approved and signed by the applicable delegate.
- 5.10.2 All respondents will be provided with the opportunity for a debriefing. Unless otherwise approved by the delegate, the debriefing will not occur until a Deed of Transfer (or equivalent) has been signed with the preferred respondent(s), noting that it is possible that if a Deed of Transfer cannot be signed, another respondent may need to be selected as a preferred respondent.
- 5.10.3 The applicable delegate will be the signatory for notifications to respondents, unless the applicable delegate determines otherwise.



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**ANNEX A**

**INDICATIVE SCHEDULE OF ACTIVITIES**

The evaluation will be conducted in accordance with the following indicative schedule:

RFS released to respondents  
Closing date for submissions  
Evaluation of submissions complete  
SER provided to delegate  
Delegate approval of SER

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ANNEX B

EVALUATION MATRIX

Evaluation Criteria	SEB evaluation outcomes	Compliance Rating	Risk Rating	Comments
a. the extent to which the Commonwealth is satisfied that the Respondent and its subcontractors are willing and able to meet the requirements of the Draft Deed of Transfer				
b. the extent to which the Commonwealth is satisfied as to the Respondent's capability and capacity to lawfully and safely collect, use transport, remediate, store and maintain the Assets in accordance with the 'Permitted Use' (as proposed by the Commonwealth in the Draft Deed of Transfer or as proposed by the Respondent) and manage the associated risks				
c. any other risks, including the risk of failing to obtain ITAR approval, work health and safety risks, schedule and reputational risks to the Commonwealth of transferring the Assets to the Respondent				
d. the corporate structure and the financial capacity of the Respondent				
e. price and pricing structure (including timing of instalment payments) offered by the Respondent				

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**ANNEX C**

**EVALUATION METHODOLOGY**

**1. DETAILED EVALUATION**

- 1.1 The SEB will evaluate submissions (other than submissions which have been excluded in accordance with the Conditions of Submission as part of the Initial Screening process) against the Evaluation Criteria.
- 1.2 The SEB will also undertake a risk assessment of each submission using the Likelihood and Consequence ratings described in the Evaluation Tool.
- 1.3 The SEB will produce an analysis of each submission's performance against each Evaluation Criterion in the form of a qualitative statement that addresses key strengths and weaknesses of each submission and the compliance and risk assessments conducted. This will be recorded in the Evaluation Tool using the standard Compliance Ratings set out in clause 5.5.
- 1.4 Detailed reasons for outcomes should be attached to the SER as an Annex.
- 1.5 SEB working notes should be retained so that they may be provided to the delegate, if required.
- 1.6 Subject to the Conditions of Submission, the Commonwealth will rank submissions which have not been excluded based on the SEB's assessment of their performance against the Evaluation Criteria using the Evaluation Tool.
- 1.7 The highest-ranked submission or submissions will be preferred.
- 1.8 Should, for any reason, the preferred respondent subsequently have its submission excluded from evaluation, or a Deed not be signed with that preferred respondent, then the next-ranked submission will be preferred, and this process may be repeated until a Deed is signed and the Assets transferred.

**2. RESPONDENT CHECKS**

- 2.1 The SEB will attempt to contact all referees provided by respondents.
- 2.2 The checks undertaken by the SEB will also include:
  - a. obtaining and checking information available from the Australian Securities and Investments Commission (or equivalent overseas agencies) regarding the respondent or its directors (including to confirm that the respondent's directors are not on the on banned and disqualified persons register);
  - b. if FIS considers appropriate, obtaining and checking reports from credit rating agencies; and
  - c. undertaking litigation searches through court websites.
- 2.3 The SEB Chair will ensure that any additional financial, probity and other checks are undertaken, as required to properly evaluate submissions against Evaluation Criteria.
- 2.4 If the checks identify any matters which are adverse to the submission, or are inconclusive, the respondent may be required by the SEB Chair (in consultation with the probity or legal adviser) to provide the following additional documentation at its own cost:
  - a. an independent opinion from a major international law or accounting firm of the respondent's good standing;
  - b. an original National Police Certificate, issued by the Australian Federal Police, in respect of each director/officer located in Australia;

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- c. an original police certificate (or equivalent document), issued by the relevant law enforcement body in the country in which the individual resides for each director/officer; and/or
  - d. a signed consent form for each director/officer authorizing the Commonwealth to conduct further financial, security and probity checks.
- 2.5 In general, the respondent should be given an opportunity to comment on any adverse matters identified in the checks, particularly if the information has come from non-government sources or is inconsistent with the respondent's submission.
- 2.6 The SEB should also ensure that the information obtained from any checks is current.
- 2.7 Evaluation outcomes will be updated to include the results of the checks.

**3. SUBMISSION REQUIREMENTS AGAINST EVALUATION CRITERIA**

- 3.1 The following table sets out a guide for the SEB as to which evaluation criteria are applicable to particular information requested from respondents.

s47E(d)	Relevant Evaluation Criteria (refer below)
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<b>Information to be obtained from third party sources</b>	<b>Relevant Evaluation Criteria (refer below)</b>
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Commercial Sale of F/A-18A/B Aircraft and Associated  
Inventory Sale Evaluation Plan**

s47E(d)



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s47E(d)

## Sale Evaluation Plan

Objective Document Number: s47E(d)

### Revision History

Revision date	Version No	Summary of changes	Changes marked
23 Dec 2019	2	Comma added between the words use and transport in the Evaluation Criteria at 2.1.1.b.	

### Endorsements

The document is endorsed by:

Name	Signature	Appointment	Date
s47E(d)		Director of Disposals	

### Approvals

This document is approved by:

Name	Signature	Appointment	Date
s47E(d)	s47E(d) Digitally signed by s47E(d) Date: 2020.01.10 08:45:52 +11'00'	ASMLDS	

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