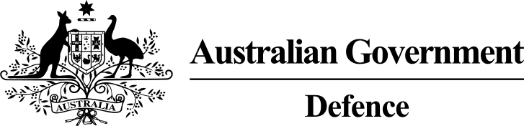
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Defence Infrastructure Panel 2022 - 2027  
Request for Proposal - Capital Facilities and Infrastructure Specialist Services

Standing Offer Number SON3881873

PROGRAM SPECIALIST SERVICES

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| --- |
| *DRAFTING NOTE: THROUGHOUT THIS TEMPLATE, THERE IS DRAFTING GUIDANCE THAT IS INCLUDED IN BRACKETS [ ] WITH CAPITALISED NARRATIVE – THIS SHOULD BE DELETED AS YOU COMPLETE AND BEFORE THE RFP IS ISSUED. THERE SHOULD BE NO RED TEXT WHEN THE DOCUMENT IS COMPLETED AND ISSUED.* |

***[THIS REQUEST FOR PROPOSAL SHOULD NOT BE USED FOR ENGAGEMENTS UNDER ANY OTHER SERVICE CATEGORY*** ***OR FOR CFISS PROJECT SPECIALIST SERVICES ENGAGEMENTS.***

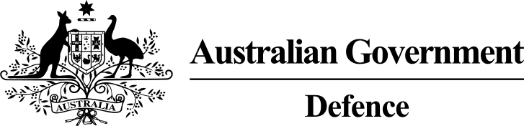
***THIS REQUEST FOR PROPOSAL HAS BEEN PREPARED FOR USE WITH ENGAGEMENTS VALUED UNDER $7.5 MILLION (GST INCLUSIVE). PROCUREMENTS AT OR ABOVE THIS THRESHOLD WILL ATTRACT ADDITIONAL REQUIREMENTS DUE TO THE HIGH VALUE CONTRACT PROVISIONS OF THE INDIGENOUS PROCUREMENT POLICY. IF THE ENGAGEMENT IS VALUED AT OR ABOVE THIS THRESHOLD, PLEASE REFER TO THE DEFENCE WEBSITE FOR THE RELEVANT TEMPLATE.]***

This Request for Proposal (**RFP**) is issued by the Commonwealth in accordance with the Panel Agreement for the Defence Infrastructure Panel 2022 - 2027 (**Panel**). The Panel Consultant is requested to provide a proposal for the performance of the Services described in the Brief. The Commonwealth's requirements for the RFP are set out below.

If this RFP has been issued to you via email, the Commonwealth requests that you reply to the email to confirm receipt.

***[DO NOT CHANGE THE TABLE*** ***BELOW (OTHER THAN TO COMPLETE THE PLACEHOLDERS) AND DO NOT DELETE ANY ROWS - IF THEY ARE NOT REQUIRED, THEN STATE "NOT APPLICABLE"]***

|  |  |  |
| --- | --- | --- |
| **REQUEST FOR PROPOSAL - TENDER CONDITIONS** | | |
|  | **Project Name / Number:** | ***[COMMONWEALTH TO INSERT]*** |
|  | **Service Category:** | Capital Facilities and Infrastructure Specialist Services. |
|  | **Terms of Engagement:** | The Terms of Engagement in Section 4A of the Panel Agreement. |
|  | **Panel Consultant:** | ***[COMMONWEALTH TO INSERT - REFER TO THE DEFENCE WEBSITE FOR THIS INFORMATION]*** |
|  | **Panel Consultant Contact Details:** | ***[COMMONWEALTH TO INSERT - REFER TO THE DEFENCE WEBSITE FOR THIS INFORMATION]*** |
|  | **Closing Date and Time:** | ***[COMMONWEALTH TO INSERT***  ***TIME ZONE AND WHETHER DAYLIGHT SAVING TIME APPLIES MUST BE SPECIFIED (E.G. AEDT, AEST OR "CANBERRA LOCAL TIME"). DO NOT REPEAT THIS IN ANY OTHER AREA OF THE RFP OR COVERING EMAIL - MULTIPLE AREAS CREATE A PROBITY RISK.]*** |
|  | **Services Required:** | As set out in the Brief attached at Annexure A to the RFP. |
|  | **Proposal Lodgement Process:** | ***[COMMONWEALTH MUST DELETE THE OPTION NOT USED]***  ***[OPTION 1 - IF THE PROPOSAL IS TO BE LODGED VIA EMAIL:]***  Your proposal must be lodged via email to ***[INSERT EMAIL ADDRESS]***  When lodging your proposal through email you **must** ensure each file for your proposal size is at 5MB or under in order to be received through the Defence Firewall. The responsibility for this resides with the Panel Consultant. Should your proposal be late or unable to be received that is not defined as a Commonwealth error in respect to lodgement and could make your submission potentially non-conforming.  ***[DO NOT INSERT MORE THAN ONE EMAIL ADDRESS HERE - DO NOT INCLUDE EMAIL ADDRESSES THAT ARE TO BE INCLUDED AS A CC COPY.***  ***IF THE PROPOSAL IS EMAILED TO A PROJECT/ADMIN OFFICER THEN THAT PERSON CANNOT BE A PART OF THE TENDER EVALUATION BOARD MEMBERSHIP.***  ***REFER TO THE TENDERING GUIDANCE ON DEFENCE WEBSITE FOR DETAILED INSTRUCTION.]***  ***[OPTION 2 - IF THE PROPOSAL IS TO BE LODGED VIA AUSTENDER:***  ***YOU MUST SELECT LIMITED ACCESS AND UPLOAD THE RFP INTO AUSTENDER TO COMMENCE THE PROCUREMENT PROCESS.***  ***LIMITED TENDERERS WILL GAIN ACCESS TO THE RFP THROUGH THE AUSTENDER HOMEPAGE WITH ATM ID AND ACCESS PASSCODE PROVIDED BY COMMONWEALTH. REFER TO THE TENDERING GUIDANCE ON DEFENCE WEBSITE FOR DETAILED INSTRUCTION.***  ***REFER TO THE AUSTENDER AGENCY USER GUIDE – “APPROACH TO MARKET - ADVERTISING, DOCUMENT DISTRIBUTION AND LODGEMENT” ON AUSTENDER FOR FURTHER INFORMATION.]***  Your proposal must be lodged via AusTender.  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 process, you must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/infolinks/termsofuse>.  You must direct all queries and requests for technical or operational support related to AusTender to:  AusTender Help Desk  Telephone: 1300 651 698  International: +61 2 6215 1558  Email: tenders@finance.gov.au  The AusTender Help Desk is available between 9.00am and 5.00pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).  Your attention is drawn to clauses 1.8 and 1.9 of the AusTender terms and conditions in relation to late receipt of proposals and proof of lodgement.  You must direct all questions related to the RFP or the RFP process to the Contact Officer in accordance with item 25. |
|  | **Evaluation Criteria:** | ***[INSERT THE EVALUATION CRITERIA AS DEFINED IN THE APPROVED PDDP OR EVALUATION PLAN. WHERE ADDITIONAL CRITERIA ARE INCLUDED, THIS MUST INCLUDE THE RELEVANT WEIGHTING OR, IN THE ABSENCE OF A WEIGHTING, LIST IN ORDER THE RELEVANT IMPORTANCE OR RANKING THAT IS PLACED ON EACH EVALUATION CRITERIA. THIS IS A COMMONWEALTH PROCUREMENT RULE REQUIREMENT AND MUST BE COMPLETED.]***  1. **Proposed Resources**  The suitability of proposed key personnel and subconsultants noting that the type of information the Commonwealth is seeking is outlined in Annexure B - Resources.  2. **Fee Schedule**  The extent to which the Panel Consultant has demonstrated that its fees, when considered in conjunction with all other evaluation criteria and information taken into account, constitutes value for money, noting that the type of information the Commonwealth is seeking is outlined in Annexure C - Fee Schedule. |
|  | **Conforming Proposal Requirements:** | 1. Lodge your proposal in accordance with the proposal lodgement process set out in item 8 by the Closing Date and Time. 2. Keep your proposal valid for 90 days. 3. Lodge a proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Contract. |
|  | **Non-Conforming Proposals:** | A proposal that is not lodged in accordance with paragraph 1 of item 10 will be deemed late and will not be evaluated unless the lateness was solely due to Commonwealth mishandling.  A proposal that is not lodged in accordance with paragraphs 2 - 3 of item 10 will be non-conforming and will not be evaluated unless the Commonwealth considers (in its absolute discretion) that the non-conformance was an unintentional error and seeks, reviews and accepts a correction to this error. |
|  | **Security Clearances Required:** | All personnel, including subconsultants, working in connection with the Engagement must hold and maintain a security clearance at or above Baseline level.  Provide evidence of security clearances for all key personnel and subconsultants. Inclusion of the clearance level in the Panel Consultant's response to Annexure B will be deemed to be satisfactory evidence.  ***[THIS REPRESENTS THE MINIMUM POSITION. TAILOR FOR ANY PROJECT-SPECIFIC SECURITY CLEARANCE REQUIREMENTS FOR YOUR ENGAGEMENT.]*** |
|  | **Other Requirements:** | 1. Lodge Annexure B - Resources and Annexure C - Fee Schedule.  2. Complete the draft Contract Particulars (refer to Annexure D to the RFP).  3. Provide your proposal as a PDF version, Word version or both ***[COMMONWEALTH TO SPECIFY]***, and ensure that the proposal contains file names which incorporate the Project Name, Panel Consultant's Name and references to each part of the Panel Consultant's proposal. |
|  | **Addenda:** | The Commonwealth may (in its absolute discretion) amend this RFP at any time prior to the Closing Date and Time in the form of a written addendum issued to the Panel Consultants participating in the RFP process. No explanation or interpretation of the RFP may be relied upon unless it is given in the form of an addendum.  All addenda will be issued by email. |
|  | **Information Documents:** | The Commonwealth may (in its absolute discretion) issue a document to the Panel Consultants participating in the RFP process expressly stated to be an "Information Document" at any time prior to the Closing Date and Time. Information issued as an Information Document is for the Panel Consultant's information only and will not become part of the RFP or form part of the Contract. In lodging a proposal, the Panel Consultant acknowledges and agrees that it did not rely upon Information Documents in lodging its proposal or entering into any contract for the Services.  All Information Documents will be issued by email. |
|  | **Joint Bids:** | Joint bids are not permitted for this RFP. |
|  | **Procedures after the Closing Date and Time:** | At any time after the Closing Date and Time, the Commonwealth may (in its absolute discretion) do one or more of the following from time to time with one or more Panel Consultants:  1. Meet with representatives of the Panel Consultant to obtain further information, documents or evidence in relation to, and otherwise clarify, aspects of the Panel Consultant's proposal.  2. Notify the Panel Consultant by email that it is required to provide a presentation on its proposal at a time and location nominated by the Commonwealth in its notice.  3. Require the Panel Consultant to provide the Commonwealth with further information, documents, evidence or clarification in relation to any aspect of the Panel Consultant's proposal or as otherwise described in the RFP.  4. Set aside a proposal, pending negotiations with one or more preferred Panel Consultants.  The Commonwealth will notify the Panel Consultant in writing of the date, time, location and other relevant details of any required key personnel interview for the purposes of clause 7 of Section 3 of the Panel Agreement.  The Panel Consultant must attend and participate in all meetings required by the Commonwealth, and provide all information, documents, evidence or clarifications required by the Commonwealth in accordance with the requirements specified by the Commonwealth. |
|  | **Preferred Panel Consultants:** | The Commonwealth may (in its absolute discretion) appoint one or more preferred Panel Consultants (including on such terms as it determines) including to negotiate any or all aspects of a Panel Consultant's proposal or for the purposes of documenting and finalising an Official Order. Any such appointment or dealings arising from it will not confer any rights on the Panel Consultant or prevent the Commonwealth from discontinuing negotiations or rejecting the Panel Consultant's proposal at any time and for any reason in its absolute discretion. |
|  | **Acceptance:** | Once lodged, your proposal may be accepted by the Commonwealth by the issue of an Official Order. The Contract entered into for the Services will be on the terms set out in clause 2.4 of the Panel Conditions. |
|  | **Questions:** | The Panel Consultant may submit questions concerning the RFP to the email address in item 21 by at least ***[INSERT]*** days prior to the Closing Date and Time. Subject to the Commonwealth Procurement Rules, the Commonwealth is not obliged to respond to such questions.  The Panel Consultant may request a question remain confidential on the basis that it and any answer contain commercial-in-confidence information. The Panel Consultant must provide justification for its request. The Commonwealth will review such a request. If the Commonwealth agrees, it will notify the Panel Consultant and any response will not be promulgated to all Panel Consultants. If the Commonwealth does not agree, the Panel Consultant will have the opportunity to withdraw its question. If the Panel Consultant does not withdraw its question, the Commonwealth may promulgate any response to all Panel Consultants. |
|  | **Contact Officer / Commonwealth Representative:** | ***[COMMONWEALTH TO INSERT]***  ***[NOTE TO COMMONWEALTH: CONTACT DETAILS SHOULD NOT INCLUDE A PHONE NUMBER. INSERT ONLY A NAME AND EMAIL ADDRESS. CONSIDER USE OF A GROUP EMAIL.]*** |
|  | **Confidentiality of the RFP Tender Process:** | The Panel Consultant is reminded of the sensitivities of an RFP Tender process under the Panel whereby all aspects of the procurement process is confidential.  This RFP is (and all addenda and Information Documents issued in connection with this RFP are) "Confidential Information" for the purposes of the Panel Conditions (subject to paragraph (b) of that definition).  Such confidentiality extends to social media and any other online announcements (see clause 19.5 of the Panel Conditions). |
|  | **Termination of this RFP Tender Process:** | Without limiting any other right or remedy of the Commonwealth (under this RFP or the Panel Agreement or otherwise at law), the Commonwealth may (in its absolute discretion) elect at any time, and for any reason, to terminate this RFP process including in circumstances where it considers that it is unlikely to obtain value for money.  The Panel Consultant must bear its own costs in connection with the preparation of its proposal and participation in the RFP Tender process and shall have no entitlement to claim from, or be paid by, the Commonwealth for such costs. |

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Defence Infrastructure Panel 2022 - 2027   
*[Draft]* Official Order - Capital Facilities and Infrastructure Specialist Services

PROGRAM SPECIALIST SERVICES

This Official Order once executed by the Commonwealth and delivered in accordance with the Panel Agreement for the Defence Infrastructure Panel 2022 - 2027 will constitute acceptance by the Commonwealth of the Panel Consultant's offer to supply the Services specified in this Official Order.

The Official Order, the Contract Particulars attached to this Official Order, the Fee Schedule, the Terms of Engagement, the Brief and the Panel Agreement together with any documents expressly referred to in the Contract Particulars as being contract documents, as amended to reflect the outcome of negotiations (if any, and as set out in this Official Order), constitute a Contract between the Commonwealth and the Panel Consultant.

***[THIS OFFICIAL ORDER SHOULD BE FINALISED ONCE A SUCCESSFUL PANEL CONSULTANT HAS BEEN SELECTED AND THEN ISSUED TO THE SUCCESSFUL PANEL CONSULTANT TO CONSTITUTE ACCEPTANCE OF ITS PROPOSAL FOR THE SERVICES. THE "DRAFT" WORDING ABOVE SHOULD BE REMOVED. THE INFORMATION SET OUT IN THE OFFICIAL ORDER MUST ALIGN WITH THE INFORMATION CONTAINED IN THE CONTRACT PARTICULARS.]***

|  |  |
| --- | --- |
| **Terms of Engagement:** | Section 4A of the Panel Agreement - Terms of Engagement |
| **Project Name / Number:** | *To be completed* ***prior*** *to the issue of the RFP* |
| **Commencement Date for Services:** | *To be completed* ***prior*** *to the issue of the RFP* |
| **Consultant:** | *To be completed* ***following*** *selection of successful Panel Consultant* |
| **Consultant Contact Details:** | *To be completed* ***following*** *selection of successful Panel Consultant* |
| **Commonwealth Contact Details:** | *To be completed* ***prior*** *to the issue of the RFP* |
| **Key People:** | As set out in Annexure B to this Official Order |
| **Personnel Security Clearances Required (in addition to those under the Terms of Engagement):** | *To be completed* ***prior*** *to the issue of the RFP* |
| **Other Requirements:** | *To be completed* ***following*** *selection of successful Panel Consultant* |
| **Negotiation Outcomes:** | *To be completed* ***following*** *selection of successful Panel Consultant, and to either set out all negotiation outcomes or refer to a document that does the same, to the extent not otherwise reflected in the Official Order* |
| **Reimbursable Costs:** | *Where an Engagement is on a fixed lump sum basis, the default position is to insert "none stated" (refer to Appendix 2 to the Panel Conditions)* |
| **Signature of Commonwealth Authorised Officer:** | *To be completed* ***following*** *selection of successful Panel Consultant* |
| **Date:** | *To be completed* ***following*** *selection of successful Panel Consultant* |

***[THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE FINALISED OFFICIAL ORDER TO CONSTITUTE A CONTRACT BETWEEN THE COMMONWEALTH AND THE PANEL CONSULTANT]:***

***ANNEXURE A - BRIEF***

***ANNEXURE B - RESOURCES***

***ANNEXURE C - FEE SCHEDULE***

***ANNEXURE D - CONTRACT PARTICULARS]***

Annexure A. Brief

*[Note: It is mandatory that this is completed. Do not delete this section.]*

Part 1 - Scope of Services

***[COMMONWEALTH TO TAILOR THE SCOPE OF SERVICES FROM THE "PROGRAM SPECIALIST SERVICES" SUBSET BRIEF, AS REQUIRED. THIS SECTION MUST SET OUT THE SERVICES THE PANEL CONSULTANT IS SUBMITTING A PROPOSAL FOR AND (IF SUCCESSFUL) WILL PERFORM FOR THE COMMONWEALTH. TIME PERIODS MUST BE INCLUDED FOR RELEVANT ASPECTS OF THE SERVICES.]***

Part 2 - Project Specific Special Conditions

*[Note: if there are no project specific special conditions thEN insert NIL – Do not delete this SECTION]*

***[COMMONWEALTH TO INSERT PROJECT SPECIFIC SPECIAL CONDITIONS (IF ANY). YOU SHOULD SEEK ADVICE FROM THE COMMONWEALTH'S PANEL MANAGER (DIRECTOR OF QUALITY, ASSURANCE AND COMPLIANCE) BEFORE INCLUDING ANY SUCH SPECIAL CONDITIONS.]***

***NOTE: THE FOLLOWING SPECIAL CONDITION RELATING TO THE COMMONWEALTH SUPPLIER CODE OF CONDUCT IS MANDATORY FOR ALL PROCUREMENTS AND MUST NOT BE DELETED FROM THE RFP.]***

1. **COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT**
   * 1. For the purposes of this clause 1, **Code** means the Commonwealth Supplier Code of Conduct dated 1 July 2024, available at https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct, as amended from time to time.
     2. The Consultant must comply with, and ensure that its officers, employees, agents and subconsultants comply with, the Code in connection with the performance of the Contract.
     3. The Consultant must:
        1. periodically monitor and assess its, and its officers’, employees’, and agents’ compliance with the Code; and
        2. on request from the Commonwealth's Representative, promptly provide information regarding:
           1. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code; and
           2. the Consultant's compliance with paragraph (b).
     4. The Consultant must immediately notify the Commonwealth's Representative in writing upon becoming aware of any breach of paragraph (b). The notice must include a summary of the breach, the date that the breach occurred and details of the personnel involved.
     5. Where the Commonwealth's Representative identifies a possible breach of paragraph (b), it may notify the Consultant in writing, and the Consultant must, within three days of receiving the notice, either:
        1. where the Consultant considers a breach has not occurred - advise the Commonwealth's Representative that there has not been a breach and provide information supporting that determination; or
        2. where the Consultant considers that a breach has occurred - notify the Commonwealth's Representative under paragraph (d) and otherwise comply with its obligations under this clause 1.
     6. Notwithstanding paragraph (e), the Commonwealth's Representative may notify the Consultant in writing that it considers that the Consultant has breached paragraph (b), in which case the Consultant must notify the Commonwealth's Representative in writing under paragraph (d) and otherwise comply with its obligations under this clause 1.
     7. A failure by the Consultant to comply with its obligations under any part of this clause will be a breach of the Contract.
     8. Nothing in this clause or the Code limits, reduces or derogates from the Consultant's other obligations under the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Consultant of its obligations under this clause will be at no additional cost to the Commonwealth.
     9. The Consultant acknowledges and agrees that the Commonwealth may take the Consultant's compliance with the Code into account in any registration of interest process, tender process or similar procurement process in connection with any other Commonwealth project.

Annexure B. Resources

*[Note: It is mandatory that this is completed. Do not delete this section.]*

1. **Minimum Resource Schedule**

**[PANEL CONSULTANT TO INCLUDE A MINIMUM RESOURCE SCHEDULE]**

* + 1. The minimum resource schedule does not limit the scope of the Services and is included to provide the Commonwealth with an assurance as to the minimum level of resources which the Panel Consultant will make available to perform the Services, including with respect to the tasks involved and proposed methodology for providing the Services identified in the Project DCAP.
    2. The minimum resource schedule does not derogate from the Panel Consultant's responsibility to supply additional resources, if required, to ensure performance of the Services in accordance with the Contract.
    3. For the purpose of the minimum resource schedule, it is to be assumed that 37.5 hours comprises one working week.

1. **Key People**
   1. The Panel Consultant is requested to provide the following information in respect of each of the key people it proposes to utilise in the performance of the Services, whether from its own organisation or by way of subconsultancy.
   2. The Panel Consultant should attach a curriculum vitae of each key person, highlighting past performance only as it relates to the Services.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name / Organisation** | **Position / role in Panel Consultant's organisation or subconsultant's organisation (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)** | **Current location (and if not in the nominated region, the proposed approach to relocation to that region)** | **Nature and extent of their experience in carrying out similar services on other projects** | **Details of nominated referees (with current telephone numbers)** | **Security clearances (Baseline minimum)** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |

1. **Subconsultants**
   1. The Panel Consultant is requested to provide the following information in respect of any subconsultant it proposes to utilise in the performance of the Services.

|  |  |  |  |
| --- | --- | --- | --- |
| **Legal name and ABN of subconsultant** | **Services to be subcontracted** | **Basis of engagement of the subconsultant** | **Basis of the subcontract price** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |

Annexure C. Fee Schedule

*[Note: It is mandatory that this is completed. Do not delete this section.]*

**Fee - Schedule of Rates *[INCLUDE WHERE THE CONSULTANT WILL BE PAID ON A SCHEDULE OF RATES BASIS (DAILY OR HOURLY) - DELETE THIS SECTION IF LUMP SUM APPLIES]***

The Panel Consultant will be paid for the performance of the Services on the basis of the ***[COMMONWEALTH TO CONFIRM - daily/hourly]***rates in the Schedule of Rates set out in Appendix 2 to the Panel Conditions.

***[OR]***

**Fee - Lump Sum *[INCLUDE WHERE THE CONSULTANT WILL BE PAID ON A LUMP SUM BASIS - DELETE THIS SECTION IF SCHEDULE OF RATES APPLIES]***

|  |  |
| --- | --- |
| **FEE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

**Milestone Fee Payment Schedule**

***[OPTIONAL FOR USE WITH LUMP SUM – PLEASE DELETE IF SCHEDULE OF RATES APPLIES]***

***[The Milestone Fee Payment Schedule is an effective Contract Management mechanism to include in your drafting of this document. It enables the identification of core project milestones, the allocation of due dates for each Milestone and the subsequent payment for those Milestones to the Panel.***

***The completion of such Milestones then allows for payment and holds the panellist accountable for the services being sought under each engagement. It enables you to structure your payment approach as part of your Contract Management framework.]***

| **Milestone name** | **Milestone description** | **Date for Completion** | **Amount (GST exclusive)** |
| --- | --- | --- | --- |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** |

**Reimbursable Costs**

***[COMMONWEALTH TO SELECT APPLICABLE PARAGRAPH AND DELETE PARAGRAPH THAT DOES NOT APPLY]***

***[FOR ENGAGEMENTS ON A LUMP SUM BASIS, THIS WORDING IS MANDATORY AND MUST NOT BE ALTERED]***

Unless explicitly stated in the Official Order, the payment of disbursements is deemed to be included within the other amounts payable to the Panel Consultant and therefore there will be no separate and additional entitlement to reimbursement of disbursements. For the avoidance of doubt, unless otherwise explicitly stated in the Official Order, the Panel Consultant will have no entitlement to reimbursement of any disbursements including travel costs, car hire and taxi fares, administrative costs and all other disbursements referred to in item 2 of Appendix 2 to the Panel Conditions.

***[OR]***

***[FOR ENGAGEMENTS ON A SCHEDULE OF RATES BASIS, THIS WORDING IS MANDATORY AND MUST NOT BE ALTERED]***

The payment of disbursements will be as set out in item 2 of Appendix 2 to the Panel Conditions, and is subject to the written consent of the Commonwealth being obtained prior to the incurring of such costs and disbursements.

Annexure D. Contract Particulars

*[Note: It is mandatory that this is completed and issued]*

***[ITEMS IN ITALICS TO BE COMPLETED BY THE COMMONWEALTH PRIOR TO ISSUING THE RFP]***

***[COMMONWEALTH TO CONSIDER EACH ITEM BELOW AND REFER TO THE TERMS OF ENGAGEMENT AVAILABLE ON THE DEFENCE WEBSITE PANEL PAGE AS REQUIRED]***

The Panel Consultant is requested to complete the relevant information in the following Contract Particulars:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CLAUSE 1 - GLOSSARY OF TERMS, INTERPRETATION AND MISCELLANEOUS** | | | | | | |
| **Award Date:** (Clause 1.1) | | | The date set out in the Official Order | | | |
| **Brief:** (Clause 1.1) | | | At Part 1 of Annexure A to the Official Order | | | |
| **Commonwealth's Representative:** (Clause 1.1) | | | The person holding the position of ***[COMMONWEALTH TO INSERT POSITION TITLE]*** for the time being ***[COMMONWEALTH TO INSERT NAME]*** | | | |
| **Consultant:** (Clause 1.1) | | | **[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN]** | | | |
| **Consultant's Representative:** (Clause 1.1) | | | The person holding the position of **[PANEL CONSULTANT TO INSERT POSITION TITLE]** for the time being **[PANEL CONSULTANT TO INSERT NAME]** | | | |
| **Contract:** (Clauses 1.1 and 5.10) | | | The other documents forming part of the Contract are:  ***[COMMONWEALTH TO INSERT OTHER DOCUMENTS FORMING PART OF THE CONTRACT; OR***  ***No other documents form part of the Contract]*** | | | |
| **Environmental Requirements:** (Clause 1.1) | | | None specified | | | |
| **ESD Principles:** (Clause 1.1) | | | None specified | | | |
| **Executive Negotiators:** (Clause 1.1) | | | **Commonwealth:**  The person holding the position of ***[COMMONWEALTH TO INSERT POSITION TITLE]*** for the time being ***[COMMONWEALTH TO INSERT NAME]***  **Consultant:**  The person holding the position of **[PANEL CONSULTANT TO INSERT POSITION TITLE]** for the time being **[PANEL CONSULTANT TO INSERT NAME]** | | | |
| **Fee Schedule:** (Clause 1.1) | | | At Annexure C to the Official Order | | | |
| **Project Contracts:** (Clause 1.1) | | | Not applicable | | | |
| **Project DCAP:** (Clause 1.1) | | | None stated | | | |
| **Project Plans:** (Clauses 1.1 and 5.14) | | | ***[IDENTIFY ANY PROJECT PLANS REQUIRED E.G. ENVIRONMENTAL MANAGEMENT PLAN, METHOD OF WORK PLAN FOR AIRFIELD ACTIVITIES, SITE MANAGEMENT PLAN AND/OR WORK HEALTH AND SAFETY PLAN (EACH AS DEFINED IN THE TERMS OF ENGAGEMENT). ANY ADDITIONAL PROJECT PLANS SPECIFIED MUST SET OUT THE REQUIREMENTS FOR SUCH PLANS (TO THE EXTENT NOT SET OUT IN ANNEXURE A)]*** | | | |
| **Site:** (Clause 1.1) | | | As set out in the Brief | | | |
| **Site Management Plan (additional):** (Clause 1.1) | | | ***[INSERT, IF ANY, OR: None specified]*** | | | |
| **Work Health and Safety Plan (additional):** (Clause 1.1) | | | ***[INSERT, IF ANY, OR: None specified]*** | | | |
| **Governing law:** (Clause 1.3(a)) | | | Australian Capital Territory | | | |
| **CLAUSE 2 - ROLE OF THE CONSULTANT** | | | | | | |
| **Subconsultants:** (Clause 2.9(a)) | | | As set out in Annexure B to the Official Order | | | |
| **Statutory Requirements with which the Consultant does not need to comply:** (Clause 2.10(a)) | | | The Consultant must comply with all Statutory Requirements | | | |
| **Approvals which the Consultant is to assist the Commonwealth to apply for and obtain:** (Clause 2.10(b)(i)) | | | None stated | | | |
| **Co-ordination with other projects/programs:** (Clause 2.13) | | | Clause 2.13 ***[DOES/DOES NOT]*** apply  If clause 2.13 applies, the other projects/programs are: ***[COMMONWEALTH TO INSERT NAME/S]*** | | | |
| **Environment:** (Clause 2.14) | | | Clause 2.14 does not apply | | | |
| **Services not included:** (Clause 2.15) | | | None specified | | | |
| **Site restrictions:** (Clause 2.16) | | | None specified | | | |
| **CLAUSE 3 - ROLE OF THE COMMONWEALTH** | | | | | | |
| **Information which is Commercial-in-Confidence Information:** (Clause 3.5) | | | **Specific Information** | **Justification** | | **Period of confidentiality** |
| None stated | None stated | | None stated |
| **CLAUSE 4 - PERSONNEL** | | | | | | |
| **Assistant Commonwealth's Representatives and their functions:** (Clause 4.4(b)) | | | **Person** | | **Function** | |
| ***[COMMONWEALTH TO INSERT NAME]*** | | ***[COMMONWEALTH TO INSERT FUNCTIONS TO BE PERFORMED]*** | |
| ***[COMMONWEALTH TO INSERT NAME]*** | | ***[COMMONWEALTH TO INSERT FUNCTIONS TO BE PERFORMED]*** | |
| **CLAUSE 5 - DOCUMENTATION** | | | | | | |
| **Option for Consultant's Documents:** (Clause 5.2) | | | Option 1 applies | | | |
| **Number of days for review of Consultant Material:** (Clause 5.2(b)(ii) - Option 2) | | | Not applicable | | | |
| **Certification:** (Clause 5.13) | | | Clause 5.13 does not apply | | | |
| **Number of days for submission of Project Plans:** (Clause 5.14(a)(ii)A) | | | ***[COMMONWEALTH TO INSERT NUMBER OF DAYS, IF APPLICABLE]*** | | | |
| **Number of days for review of Project Plans:** (Clause 5.14(a)(ii)B) | | | ***[COMMONWEALTH TO INSERT NUMBER OF DAYS, IF APPLICABLE]*** | | | |
| **Manual of Fire Protection Engineering and National Construction Code:** (Clause 5.15) | | | Clause 5.15 does not apply | | | |
| **Design - Discipline Lead Design Review:** (Clause 5.18) | | | Clause 5.18 does notapply | | | |
| **CLAUSE 7 - TIME** | | | | | | |
| **Maximum intervals between program updates by Consultant:** (Clause 7.2(b)) | | | ***[INSERT PERIOD OR, IF A PROGRAM IS NOT REQUIRED, "None stated as a program is not required"]*** | | | |
| **Program software:** (Clause 7.2(d)) | | | ***[COMMONWEALTH TO INSERT OR, IF A PROGRAM IS NOT REQUIRED, "None stated as a program is not required"]*** | | | |
| **CLAUSE 9 - PAYMENT (OPTION 1)** | | | | | | |
| **Payment (Option 1):** (Clause 9) | | Clause 9 does not apply | | | | |
| **CLAUSE 9A - PAYMENT (OPTION 2)** | | | | | | |
| **Payment (Option 2):** (Clause 9A) | | Clause 9A does apply | | | | |
| **Times for submission of payment claims by the Consultant:** (Clause 9A.2(a)) | | Monthly on the *[INSERT DAY E.G. 28th]* day of each month | | | | |
| **Number of days for payment:** (Clause 9A.4) | | *[INSERT]* days(20 days unless otherwise specified) | | | | |
| **Accounting records (additional):** (Clause 9A.10) | | ***[COMMONWEALTH TO INSERT DETAILS FOR ADDITIONAL ACCOUNTING RECORDS (IF ANY)]*** | | | | |
| **Estate information:**  (Clause 9A.11) | | Clause 9A.11 ***[DOES/DOES NOT]*** apply (Clause 9A.11 applies unless otherwise stated) | | | | |
| **CLAUSE 10 - PAYMENT TIMES PROCUREMENT CONNECTED POLICY** | | | | | |
| **Commonwealth Entity:** (Clause 10.1(b)(iii)) | | Department of Defence | | | |
| **CLAUSE 11 - TERMINATION** | | | | | |
| **Number of days to remedy breach:** (Clauses 11.3(c) and 11.4(b)) | | 14 days | | | |
| **CLAUSE 12 - DISPUTE RESOLUTION** | | | | | |
| **Industry expert who will conduct expert determinations:**  (Clause 12.3(a)(i)) | | None specified | | | |
| **Nominating authority for expert:**  (Clause 12.3(a)(ii)) | | The President for the time being of the Resolution Institute unless otherwise specified | | | |
| **CLAUSE 13 - NOTICES** | | | | | | |
| **Address and email address, for the giving or serving of notices, upon:** (Clause 13.7) | | | **Commonwealth:**  **Attn:** ***[COMMONWEALTH TO INSERT NAME/POSITION]***  ***[COMMONWEALTH TO INSERT STREET ADDRESS (DO NOT USE PO BOX)]***  ***[COMMONWEALTH TO INSERT SUBURB, STATE, POSTCODE]***  **Email:** ***[COMMONWEALTH TO INSERT EMAIL]***  **Consultant:**  **Attn:** **[PANEL CONSULTANT TO INSERT NAME/POSITION]**  **[PANEL CONSULTANT TO INSERT STREET ADDRESS (DO NOT USE PO BOX)]**  **[PANEL CONSULTANT TO INSERT SUBURB, STATE, POSTCODE]**  **Email:** **[PANEL CONSULTANT TO INSERT EMAIL]** | | | |
| **CLAUSE 14 - INDIGENOUS PROCUREMENT POLICY** | | | | | | |
| **Option for Indigenous Procurement Policy:** (Clauses 14.1 and 14.2) | | | Option 1 applies | | | |
| **CLAUSE 16 - INFORMATION SECURITY - SENSITIVE AND CLASSIFIED INFORMATION** | | | | | | |
| **Sensitive and Classified Information:** (Clause 16) | | | Clause 16 doesapply | | | |
| **Current security clearance level/s:** (Clause 16.2(b)) | | | Baseline ***[THIS IS THE DEFAULT MINIMUM. COMMONWEALTH TO INSERT HIGHER LEVEL (IF APPLICABLE)]*** | | | |
| **Information technology environment accreditation or certification level/s:** (Clause 16.3(g)(i)D) | | | As specified by the Commonwealth's Representative from time to time | | | |
| **CLAUSE 17 - DEFENCE INDUSTRY SECURITY PROGRAM** | | | | | | |
| **Level of DISP membership:** (Clause 17(a)) | | | DISP Membership ***[IS/IS NOT]*** required.  Where DISP Membership is required:  ***[REFER TO CONTROL 16.1 OF THE DSPF (AVAILABLE AT*** [***https://www.defence.gov.au/security***](https://www.defence.gov.au/security)***) FOR GUIDANCE AS TO WHEN DISP MEMBERSHIP SHOULD BE REQUIRED AND THE RELEVANT LEVELS FOR EACH DOMAIN. BY WAY OF GENERAL GUIDANCE, "ENTRY LEVEL" WILL BE APPROPRIATE WHERE INFORMATION IN CONNECTION WITH THE ENGAGEMENT WILL BE NO HIGHER THAN OFFICIAL / OFFICIAL: SENSITIVE, "LEVEL 1" FOR PROTECTED LEVEL INFORMATION, "LEVEL 2" FOR SECRET LEVEL INFORMATION AND "LEVEL 3" FOR TOP SECRET LEVEL INFORMATION]*** | | | |
| **DISP membership / security domain** | | **Level** | |
| Governance | | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED) NOTING THAT, IN ACCORDANCE WITH CONTROL 16.1 OF THE DSPF, THIS MUST EQUAL THE HIGHEST LEVEL REQUIRED FOR THE OTHER THREE DOMAINS BELOW. INSERT "NOT APPLICABLE" IN THIS AND BELOW ROWS IF DISP MEMBERSHIP IS NOT REQUIRED]*** | |
| Personnel Security | | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** | |
| Physical Security | | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** | |
| Information / Cyber Security | | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** | |