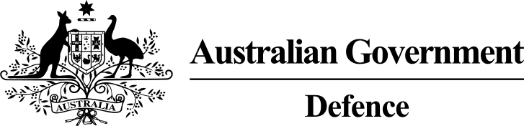
****

Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027  
Request for Proposal - General   
Standing Offer Number SON3683997

*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 THE CONTAMINATION REMEDIATION WORKS OR UNEXPLODED ORDNANCE REMEDIATION SERVICE CATEGORIES, UNLESS ONLY "SERVICES" WILL BE PERFORMED BY THE PANEL CONSULTANT.***

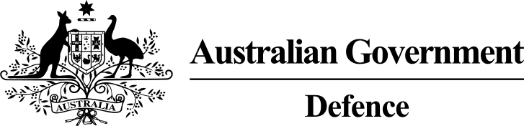
***THIS REQUEST FOR PROPOSAL HAS BEEN PREPARED FOR USE WITH ENGAGEMENTS VALUED UNDER $7.5 MILLION (GST INCLUSIVE). PROCUREMENTS AT OR ABOVE THIS THRESHOLD WILL ATTRACT ADDITIONAL REQUIREMENTS DUE TO THE HIGH VALUE CONTRACT PROVISIONS OF THE INDIGENOUS PROCUREMENT POLICY. IF THE ENGAGEMENT IS VALUED AT 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 - Environment, Heritage and Estate Engineering 2020 - 2027 (**Panel**). The Panel Consultant is requested to provide a proposal for the performance of the Services described in the Brief in connection with the Project. 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:** | ***[COMMONWEALTH TO INSERT RELEVANT SERVICE CATEGORY E.G. POLLUTION PREVENTION, STRUCTURAL ENGINEERING ETC]*** |
|  | **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.]*** |
|  | **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. 4. Satisfy the following conditions for participation:    * + 1. ***[COMMONWEALTH TO INSERT (IF ANY) ) OR NIL]***. |
|  | **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.  A proposal that does not satisfy a condition for participation specified in paragraph 4 of item 10 will be regarded as non-conforming and will not be evaluated. |
|  | **Security Clearances Required:** | ***[COMMONWEALTH TO INSERT THE LEVEL REQUIRED (IF ANY) OR OTHERWISE MARK "NOT USED"]***  Security clearance to the minimum level of ***[INSERT LEVEL]*** is required for the following:  ***[INSERT AS APPROPRIATE E.G. "ALL PERSONNEL (INCLUDING SUBCONSULTANTS)", "ALL KEY PEOPLE (INCLUDING SUBCONSULTANTS)" OR LIST NOMINATED ROLES]*** who will be working in connection with the Engagement  Provide evidence of all required security clearances. Inclusion ofthe clearance level in the Consultant's response to Annexure B will be deemed to be satisfactory evidence. |
|  | **Additional Insurance Requirements:** | ***[COMMONWEALTH TO INSERT (IF ANY).***  ***NOTE THAT THE CURRENT INSURANCE LEVELS FOR THE PANEL CONSULTANT HAVE BEEN ASSESSED AND AGREED AT THE PANEL LEVEL AS BEING GENERALLY APPROPRIATE FOR PANEL MEMBERSHIP.***  ***THE COMMONWEALTH SHOULD CONTACT THE PANEL MANAGER TO OBTAIN CURRENT INSURANCE LEVELS. IF ADDITIONAL INSURANCE IS REQUIRED BY REFERENCE TO PROJECT RISKS, THIS SHOULD BE LISTED IN THIS ITEM AFTER CONSULTATION WITH THE COMMONWEALTH'S PANEL MANAGER.***  ***IF THE PANEL CONSULTANT'S LOCATION, THE LOCATION OF THE PERFORMANCE OF THE SERVICES OR PEOPLE ARE BASED OVERSEAS, INSERT "Employers' Liability Insurance".***  ***IF NO ADDITIONAL INSURANCE REQUIREMENTS, THEN INSERT "Not applicable."]*** |
|  | **Other Requirements:** | 1. Lodge Annexure B - Project DCAP, Annexure C - Fee Schedule and Annexure E - Alternative Proposals (if an Alternative Proposal is being lodged by the Panel Consultant). 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. 4. Lodge Annexure C - Fee Schedule and Annexure E - Alternative Proposals (if an Alternative Proposal is being lodged by the Panel Consultant) in separate files to the rest of your proposal. |
|  | **Approvals:** | ***[OPTIONAL - COMMONWEALTH TO CONFIRM]*** The Project remains subject to various Government approvals and the *Public Works Committee Act* *1969* (Cth). |
|  | **Industry Briefing:** | ***[OPTIONAL - COMMONWEALTH TO CONFIRM. DELETE AND INSERT "Not applicable" IF AN INDUSTRY BRIEFING IS NOT PROPOSED.]***  **Date: *[COMMONWEALTH TO INSERT]***  **Time: *[COMMONWEALTH TO INSERT]***  **Location: *[COMMONWEALTH TO INSERT]***  Please nominate up to ***[COMMONWEALTH TO INSERT]*** persons to attend the industry briefing and notify the Contact Officer via email by ***[COMMONWEALTH TO INSERT DATE AND TIME]***.  Any industry briefing will be conducted for the purposes of providing background information only. The Panel Consultant must not rely on any statement made at the industry briefing unless confirmed in writing by the Commonwealth as an amendment to the RFP under item 17. |
|  | **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:** | ***[OPTION 1 - IF JOINT BIDS ARE NOT PERMITTED FOR THIS RFP (NOTING THAT THIS MUST BE CONSISTENT WITH THE APPROVED PDDP OR EVALUATION PLAN)]***  Joint bids are not permitted for this RFP.  ***[OPTION 2 - IF JOINT BIDS ARE PERMITTED FOR THIS RFP (NOTING THAT THIS MUST BE CONSISTENT WITH THE APPROVED PDDP OR EVALUATION PLAN)]***   1. The Commonwealth offers the Panel Consultant the opportunity to lodge its proposal on a Joint Bid Basis. 2. **Joint Bid Basis** means a proposal lodged:    * + 1. by an incorporated or unincorporated joint venture or special purpose vehicle; or        2. on any other basis involving more than one party where the Commonwealth is relying upon a representation that those parties will be jointly (whether fully or partially) responsible for performing the Services and otherwise meeting the obligations under the Contract if their joint bid is the successful proposal for the Project. 3. A proposal may only be lodged on a Joint Bid Basis where all joint bid parties:    * + 1. are Panel Consultants that have been appointed to the Panel for the relevant Service Category set out in this RFP; and        2. have been invited by the Commonwealth to lodge a proposal in response to 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 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 engagement of Services for the Project will be on the terms set out in clause 2.4 of the Panel Conditions. |
|  | **Alternative Proposals:** | The Commonwealth offers you the opportunity to lodge alternative proposals in Annexure E, in pursuit of greater value for money. However, you must lodge a conforming proposal in accordance with item 10 above before an alternative proposal will be considered.  The Commonwealth may require the Panel Consultant to provide further information or clarification in relation to any alternative proposal. Any decision by the Commonwealth regarding any alternative proposal will be final. |
|  | **Questions:** | The Panel Consultant may submit questions concerning the RFP to the email address in item 26 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. |
|  | **Requests for Information about the RFP or Project:** | The Panel Consultant must only direct any request for information about this RFP or the Project to the Contact Officer in accordance with the process in item 24.  The Panel Consultant must not approach any other Commonwealth, State or local government entities or representatives, or community stakeholders, to discuss, consult or seek any information regarding this RFP. Without limiting any other right or remedy of the Commonwealth (under this RFP or the Panel Agreement or otherwise at law or in equity), the Commonwealth may decide not to evaluate or continue to evaluate a proposal if the Commonwealth considers (in its absolute discretion) that the Panel Consultant has failed to comply with the obligations in this item 25. |
|  | **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. |

****

Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027  
*[Draft]* Official Order - General

This Official Order once executed by the Commonwealth and delivered in accordance with the Panel Agreement for the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 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, the Panel Agreement and the Project DCAP 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 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* |
| **Additional Insurance Requirements:** | *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 item 3 of the Fee Schedule and 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 - PROJECT DCAP***

***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 - The Project

1. **Project Description**
2. ***[COMMONWEALTH TO INSERT DESCRIPTION OF THE PROJECT IN GENERAL AND ITS OBJECTIVES. THE ACTUAL SERVICES REQUIRED TO BE PERFORMED BY THE PANEL CONSULTANT ARE TO BE SET OUT IN PART 2 OF THE BRIEF - SCOPE OF SERVICES.]***
3. **The Works under the Project**

***[COMMONWEALTH TO INSERT BRIEF DESCRIPTION OF THE PHYSICAL WORKS TO BE DELIVERED UNDER THE PROJECT (IF ANY)]***

1. **Key Issues and Risks**
2. ***[COMMONWEALTH TO INSERT KEY ISSUES AND RISKS FOR THE PROJECT]***
3. **Commonwealth's Program for the Project**
4. ***[COMMONWEALTH TO INSERT KEY DATES FOR THE PROJECT AND ENSURE THESE ALIGN WITH THE DATES IN THE CONTRACT PARTICULARS]***
5. **Other Matters**
6. ***[COMMONWEALTH TO INSERT PROJECT SPECIFIC ISSUES NOT COVERED ABOVE]***

Part 2 - Scope of Services

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

***[COMMONWEALTH TO TAILOR THE SCOPE OF SERVICES, 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.***

***THIS SECTION MUST ALIGN WITH THE SCOPE OF SERVICES IN THE RELEVANT SERVICE CATEGORY UNDER THE PANEL AGREEMENT.***

***THIS SECTION SHOULD INCLUDE DETAILS OF THE FOLLOWING ASPECTS OF THE SERVICES IF AND TO THE EXTENT THEY FORM PART OF THE SERVICES:***

* ***MEETINGS (INCLUDING PREPARATION OF AGENDAS AND MINUTES);***
* ***DELIVERABLES;***
* ***REPORTING REQUIREMENTS;***
* ***REVIEW PERIODS;***
* ***QUALITY ASSURANCE;***
* ***TRAINING/START UP MEETINGS;***
* ***DCAP WORKSHOPS; AND***
* ***ADDITIONAL PROJECT PLANS]***

Part 3 - 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). LEGAL ADVICE MUST BE SOUGHT BEFORE INCLUDING ANY SUCH SPECIAL CONDITIONS.]***

Annexure B. Project DCAP

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

1. **Purpose of DCAP**
   1. The purpose of the Project DCAP is to clearly demonstrate:
      1. the Panel Consultant's understanding of what the Commonwealth will require the Panel Consultant to do in respect of all material aspects of the Services; and
      2. all aspects of the way in which the Panel Consultant proposes to perform the Services which could distinguish the Panel Consultant's approach from that of other consultants.
   2. The Panel Consultant is requested to ensure its Project DCAP addresses the requirements for the Services and the Project as set out in the Brief and the Scope of Services.
   3. Subject to clause 5.8 of the Terms of Engagement, the Project DCAP lodged by the successful Panel Consultant and included in the Official Order issued by the Commonwealth will be contractually binding upon the Panel Consultant.
2. **Approach to the Services**
   1. The Panel Consultant is requested to complete each item below (including any other items as the Panel Consultant considers necessary).

***[THE ITEMS LISTED BELOW CAN BE USED AS A GENERAL GUIDE FOR THE TYPE OF INFORMATION OR APPROACH TO THE SERVICES THAT COULD BE REQUESTED FROM THE PANEL CONSULTANT. YOU SHOULD IDENTIFY THE SPECIFIC KEY ISSUES AND RISKS OF THE PROJECT AND SERVICES IN THE TABLE BELOW. THESE ISSUES AND RISKS SHOULD BE BASED ON A RISK ASSESSMENT AND REFLECT THE UNIQUE RISK PROFILE OF THE RELEVANT PROJECT. IT IS RECOMMENDED THAT ITEMS A TO E BELOW ARE RETAINED, HOWEVER IT IS RECOMMENDED THAT YOU CONSIDER THE FOLLOWING ITEMS:***

***- THE PANEL CONSULTANT'S PROPOSED APPROACH TO COST/BUDGET MANAGEMENT IN PROVIDING THE SERVICES;***

***- THE PANEL CONSULTANT'S PROPOSED APPROACH TO PROGRAMMING IN PROVIDING THE SERVICES;***

***- HOW THE PANEL CONSULTANT WILL "VALUE ADD" TO THE ENGAGEMENT; AND***

***- THE PANEL CONSULTANT'S PROPOSED APPROACH TO DEVELOPING THE PROJECT PLANS REFERRED TO IN THE CONTRACT PARTICULARS (IF ANY) IN ACCORDANCE WITH THE REQUIREMENTS IN CLAUSE 5.14 OF THE TERMS OF ENGAGEMENT.]***

|  |  |
| --- | --- |
| A | The Panel Consultant's appreciation of the tasks involved and proposed methodology for providing the Services |
|  | **[PANEL CONSULTANT TO INSERT]** |
| B | The key risks and issues for the Project and the Panel Consultant's approach to managing such risks and issues, including the Panel Consultant's role and responsibilities in the suggested approach |
|  | **[PANEL CONSULTANT TO INSERT]** |
| C | The Panel Consultant's proposed approach to quality assurance in providing the Services |
|  | **[PANEL CONSULTANT TO INSERT]** |
| D | ***[COMMONWEALTH TO INSERT ANY ADDITIONAL ITEMS TO BE ADDRESSED BY THE PANEL CONSULTANT IN THE PROJECT DCAP. INSERT OTHER ROWS AS NECESSARY.]*** |
|  | ***[COMMONWEALTH TO INSERT]*** |
| E | ***[COMMONWEALTH NOT TO DELETE THIS ITEM]***  Other matters identified by the Panel Consultant |
|  | **[PANEL CONSULTANT TO INSERT]** |

1. **Minimum Resource Schedule**

**[PANEL CONSULTANT TO INCLUDE A MINIMUM RESOURCE SCHEDULE FOR THE PROJECT]**

* 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.
  4. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 3 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).

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.
   2. The Panel Consultant should attach a curriculum vitae of each key person, highlighting past performance only as it relates to the Services and the matters which the Panel Consultant sets out in its Project DCAP.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Position/role (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)** | **% of time the person would be dedicated to the Services (assume 37.5 hours comprises one working week)** | **Nature and extent of their experience in carrying out similar services on other projects** | **Capacity to perform the relevant services in light of other commitments (including the % of time the person would be dedicated to other projects)** | **Key client contact details (with current telephone numbers)** | **Security clearances** |
| **[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]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |

* 1. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 4 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).

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]** |

* 1. The Panel Consultant is requested to provide the following information in respect of each of the key people from each subconsultant that it proposes to utilise in the performance of the Services.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Subconsultant** | **Key person name** | **Key person position/role (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)** | **The nature and extent of their experience in carrying out similar services on other projects** | **Their capacity to perform the relevant services in light of other commitments** | **Key client contact details (with current telephone numbers)** |
| **[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. The Panel Consultant is requested to provide a curriculum vitae of each key person from each subconsultant, highlighting past performance only as it relates to the Services and the matters set out in its Project DCAP.
  2. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 5 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).

1. **Joint Bid Arrangements**
   1. If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, the Panel Consultant is requested to provide the following information:

|  |  |
| --- | --- |
| **Name of each joint bid party** | **[PANEL CONSULTANT TO INSERT]** |
| **Full details of the joint bid arrangements**  This should include details of incorporation or otherwise, joint venture or special purpose vehicle. A copy of the joint venture agreement, special purpose vehicle agreement and all other relevant documents should also be provided with the proposal. | **[PANEL CONSULTANT TO INSERT]** |
| **Confirmation that each party to the joint bid will be jointly and severally liable to the Commonwealth if the joint bid is the successful proposal for the Project** | **[PANEL CONSULTANT TO INSERT]** |
| **Other details/information relevant to the joint bid (if applicable)** | **[PANEL CONSULTANT TO INSERT]** |

* 1. If the Commonwealth considers accepting a proposal made on a Joint Bid Basis, the Commonwealth reserves the right to require such amendments to the Contract as the Commonwealth considers (in its absolute discretion) are necessary to ensure the joint and several liability of the joint bid parties.

***[INSERT ITEM 6 ONLY IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP. SHOULD THE COMMONWEALTH WISH TO DISCUSS JOINT BIDS, THE COMMONWEALTH SHOULD CONTACT THE COMMONWEALTH'S PANEL MANAGER (DIRECTOR OF QUALITY, ASSURANCE AND COMPLIANCE).]***

1. **Defence Industry Participation Schedule** 
   1. The Panel Consultant's attention is drawn to the Defence Policy for Industry Participation (available at <https://www.defence.gov.au/business-industry/programs/defence-policy-industry-participation>) and clause 5.18 of the Terms of Engagement, including the definition of "Defence Industry Participation Schedule".
   2. The successful Panel Consultant will be required to comply with the requirements of the Defence Policy for Industry Participation and to comply with, and report against, its "Defence Industry Participation Schedule" for the term of the Contract.
   3. The Panel Consultant is requested to:
      1. describe its approach to maximising participation of competitive Australian industry, including local businesses, in its supply chain for the provision of the Services:

**[PANEL CONSULTANT TO INSERT]**

* + 1. describe how the Panel Consultant proposes to define "local business", and how the Panel Consultant will determine whether a service provider or supplier meets this definition:

**[PANEL CONSULTANT TO INSERT]**

* + 1. describe its approach to employing and engaging Australian veterans in connection with the delivery of the Services, whether directly or through the engagement of subconsultants:

**[PANEL CONSULTANT TO INSERT]**

* + 1. provide a draft Defence Industry Participation Schedule in the following table format:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ACTIVITY DESCRIPTION | COMPANY NAME AND ACN/ABN OR "CONSULTANT" (IF PROPOSED TO BE PERFORMED DIRECTLY) | ACTIVITY VALUE (ESTIMATED OVER THE TERM OF THE CONTRACT) | LOCATION (INCLUDING  POSTCODE) WHERE THE MAJORITY OF THE SERVICES FOR THE ACTIVITY WILL BE PERFORMED | SMALL AND MEDIUM ENTERPRISE  (Y/N) | LOCAL BUSINESS  (Y/N AND  BRIEF JUSTIFICATION) | HAS THE ORGANISATION SIGNED THE VETERANS EMPLOYMENT COMMITMENT\*  (Y/N) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

*\* Available at https://www.veteransemployment.gov.au/*

***[INSERT ITEM 7 ONLY IF THE VALUE OF THE PROCUREMENT OVER ALL PHASES (IF ANY) IS $4 MILLION (GST INCLUSIVE) OR MORE.]***

Annexure C. Fee Schedule

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

***[COMMONWEALTH TO COMPLETE THE FOLLOWING:***

* ***SELECT APPLICABLE FEE STRUCTURE OPTION - LUMP SUM OR SCHEDULE OF RATES.***
* ***IF LUMP SUM IS DEFINED THEN UNDER ITEM 2 DEFINE THE MILESTONES ATTACHED TO THAT PAYMENT APPROACH.***
* ***CONSIDER THE APPLICABLE REIMBURSABLE COSTS PARAGRAPH AND DELETE IF NOT APPLICABLE.***
* ***CONSIDER AT ITEM 4 ALLOWING THE CONSULTANT TO PROPOSE DIFFERENT MILESTONES FOR PAYMENT.***

***IF A DIFFERENT FEE STRUCTURE IS REQUIRED (E.G. AN INITIAL LUMP SUM FEE WITH INDICATIVE FEES FOR SUBSEQUENT STAGES), THEN THE RFP WILL NEED TO BE AMENDED TO ACCOMMODATE THIS. LEGAL ADVICE SHOULD BE SOUGHT BEFORE SUCH AMENDMENTS ARE MADE.]***

**1. Fee**

***[LUMP SUM - DELETE IF SCHEDULE OF RATES APPLIES]***

**Lump Sum**

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

***[SCHEDULE OF RATES - DELETE IF A LUMP SUM APPLIES]***

**Schedule of Rates**

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.

**2. 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]** |

**3. 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 the Schedule of Rates set out in the Panel Agreement, and is subject to the written consent of the Commonwealth being obtained prior to the incurring of such costs and disbursements.

**4. Proposal for submission of payment claims *[OPTIONAL - COMMONWEALTH TO CONFIRM]***

**[THE PANEL CONSULTANT IS PERMITTED TO PROPOSE HERE ADDITIONAL OR ALTERNATIVE MILESTONES FOR PAYMENT OR TO PROPOSE PAYMENT CLAIMS ARE TO BE LODGED ON COMPLETION OF MILESTONES (INCLUDING ADDITIONAL OR ALTERNATIVE MILESTONES), MONTHLY PAYMENTS OR SOME OTHER BASIS OF PAYMENT].**

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) | | | ***[NOTE: FOR CERTAINTY, IT IS SUGGESTED THAT THE BRIEF BE ANNEXED TO THE OFFICIAL ORDER. IF SO, STATE "AS ANNEXED TO THE OFFICIAL ORDER". OTHERWISE, INSERT A REFERENCE TO A DOCUMENT (I.E. THE BRIEF) THAT IS CLEARLY IDENTIFIED AND THAT IS ASCERTAINABLE TO EACH PARTY]*** | | | |
| **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 (additional):** (Clause 1.1) | | | ***[COMMONWEALTH TO INSERT ADDITIONAL ENVIRONMENTAL REQUIREMENTS; OR***  ***None specified]*** | | | |
| **ESD Principles (additional):** (Clause 1.1) | | | ***[COMMONWEALTH TO INSERT ADDITIONAL ESD PRINCIPLES; OR***  ***None specified]*** | | | |
| **Executive Negotiators:** (Clause 1.1) | | | **Commonwealth:**  The person holding the position of ***[COMMONWEALTH TO INSERT POSITION TITLE AT BRANCH HEAD LEVEL]*** for the time being ***[COMMONWEALTH TO INSERT NAME]***  **Panel 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) | | | ***[COMMONWEALTH TO INSERT THE NAMES OF THE CONTRACTS THAT THE PANEL CONSULTANT WILL ADMINISTER OR MANAGE ON BEHALF OF COMMONWEALTH; OR***  ***Not applicable]*** | | | |
| **Project DCAP:** (Clause 1.1) | | | As annexed to the Official Order | | | |
| **Project Plans:** (Clauses 1.1 and 5.14) | | | ***[COMMONWEALTH TO INSERT PROJECT PLANS REQUIRED E.G ENVIRONMENTAL MANAGEMENT PLAN, METHOD OF WORK PLAN FOR AIRFIELD ACTIVITIES, WORK HEALTH AND SAFETY PLAN AND/OR SITE MANAGEMENT PLAN.***  ***A METHOD OF WORK PLAN FOR AIRFIELD ACTIVITIES WILL BE REQUIRED IF THE WORKS ARE TO BE CARRIED OUT ON OR IN THE VICINITY OF AN AIRFIELD.***  ***A WORK HEALTH AND SAFETY PLAN WILL BE REQUIRED IF THE PANEL CONSULTANT IS CARRYING OUT SERVICES/WORKS AT COMMONWEALTH PREMISES THAT WILL EXPOSE WORKERS AND OTHER PERSONS TO RISKS TO HEALTH AND SAFETY THAT NECESSITATE A WHS MANAGEMENT PLAN BE DEVELOPED TO ELIMINATE/MINIMISE/CONTROL THE RISKS - CONSULT DQAC FOR ADVICE REGARDING WHETHER A WORK HEALTH AND SAFETY PLAN IS REQUIRED; OR***  ***None specified]*** | | | |
| **Site:** (Clause 1.1) | | | ***[COMMONWEALTH TO INSERT A DESCRIPTION OF THE LOCATION OF THE SITE OR REFER TO AN ATTACHMENT IF SITE MAP IS TO BE USED AS REFERENCE]*** | | | |
| **Site Management Plan:** (Clause 1.1) | | | ***[COMMONWEALTH TO INSERT ANY MATTERS REQUIRED TO BE ADDRESSED IN THE SITE MANAGEMENT PLAN; OR***  ***None specified]*** | | | |
| **Governing law:** (Clause 1.3(a)) | | | ***[COMMONWEALTH TO INSERT STATE OR TERRITORY WITHIN AUSTRALIA - MOST LIKELY WHERE THE SERVICES ARE/WILL BE PERFORMED; OR***  ***Australian Capital Territory]*** | | | |
| **CLAUSE 2 - ROLE OF THE CONSULTANT** | | | | | | |
| **Subconsultants:** (Clause 2.9(a)) | | | **Subconsultant** | | **Services** | |
| **[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN/ACN]** | | **[PANEL CONSULTANT TO INSERT DESCRIPTION OF RELEVANT SERVICES]** | |
| **[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN/ACN]** | | **[PANEL CONSULTANT TO INSERT DESCRIPTION OF RELEVANT SERVICES]** | |
| **Statutory Requirements with which the Consultant does not need to comply:** (Clause 2.10(a)) | | | ***[COMMONWEALTH TO INSERT DESCRIPTION; OR***  ***The Panel 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)) | | | ***[COMMONWEALTH TO INSERT DESCRIPTION OF SPECIFIC APPROVALS; OR***  ***The Panel Consultant is to assist with applying for and obtaining all necessary Approvals]*** | | | |
| **Co-ordination with other projects/programs:** (Clause 2.14) | | | Clause 2.14***[DOES/DOES NOT]***apply.  ***Other project/program:***  ***[INSERT DESCRIPTION OF OTHER PROJECT/PROGRAM; OR***  ***Not applicable]*** | | | |
| **Environment:** (Clause 2.15) | | | Clause 2.15 ***[DOES/DOES NOT]*** apply. ***[COMMONWEALTH TO CONFIRM]*** | | | |
| **Services not included:** (Clause 2.16) | | | ***[COMMONWEALTH TO INSERT DESCRIPTION OF SERVICES NOT INCLUDED; OR***  ***None specified]*** | | | |
| **Site restrictions:** (Clause 2.17) | | | ***[COMMONWEALTH TO INSERT DESCRIPTION OF SITE RESTRICTIONS; OR***  ***None specified]*** | | | |
| **Employers' Liability Insurance:** (Clause 2.18) | | | **Employers' Liability Insurance**  Amount of Cover: The amount that a prudent, competent and experienced consultant undertaking the Services would purchase   $**[PANEL CONSULTANT TO INSERT AMOUNT OF EMPLOYERS' LIABILITY INSURANCE IT HAS OR PROPOSES TO PUT IN PLACE FOR THE ENGAGEMENT]**  ***[NOTE TO COMMONWEALTH: THIS IS REQUIRED IF THE SERVICES ARE PERFORMED OR THE PANEL CONSULTANT'S EMPLOYEES PERFORM WORK, ARE EMPLOYED OR NORMALLY RESIDE IN ANY JURISDICTION OUTSIDE AUSTRALIA]*** | | | |
| **CLAUSE 3 - ROLE OF THE COMMONWEALTH** | | | | | | |
| **Information which is Commercial-in-Confidence Information:** (Clause 3.5) | | | **Specific Information** | **Justification** | | **Period of confidentiality** |
| **[PANEL CONSULTANT TO INSERT PROPOSED SPECIFIC INFORMATION. THE PANEL CONSULTANT IS REFERRED TO THE COMMONWEALTH'S GUIDANCE ON THE IDENTIFICATION OF COMMERCIAL-IN-CONFIDENCE INFORMATION AVAILABLE AT https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle]** | **[PANEL CONSULTANT TO INSERT JUSTIFICATION FOR PROPOSED SPECIFIC INFORMATION]** | | **[PANEL CONSULTANT TO INSERT PROPOSED PERIOD OF CONFIDENTIALITY FOR PROPOSED SPECIFIC INFORMATION]** |
| **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** | | | | | | |
| **Number of days for submission of Project Plans:** (Clause 5.14(a)(ii)A) | | | Environmental Management Plan: | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | |
| Site Management Plan: | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | |
| Work Health and Safety Plan: | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | |
| Other: ***[COMMONWEALTH TO SPECIFY (IF ANY)]*** | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE). NOTE DETAILS FOR OTHER PROJECT PLANS SHOULD BE SPECIFIED IN THE SCOPE OF SERVICES]*** | |
| **Number of days for review of Project Plans:** (Clause 5.14(a)(ii)B) | | | Environmental Management Plan: | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | |
| Site Management Plan: | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | |
| Work Health and Safety Plan: | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | |
| Other: ***[COMMONWEALTH TO SPECIFY (IF ANY)]*** | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE). NOTE DETAILS FOR OTHER PROJECT PLANS SHOULD BE SPECIFIED IN THE SCOPE OF SERVICES]*** | |
| **Manual of Fire Protection Engineering and National Construction Code:** (Clause 5.15)  **Defence Industry Participation Schedule** (Clause 5.18) | | | Clause 5.15 ***[DOES/DOES NOT]*** apply. ***[COMMONWEALTH TO CONFIRM]*** (Clause 5.15 does not apply unless otherwise stated)  Clause 5.18 ***[DOES/DOES NOT]*** apply.  (Clause 5.18 does not apply unless otherwise stated)  ***[NOTE: THIS CLAUSE WILL ONLY APPLY IF THE VALUE OF THE SERVICES (OVER ALL PHASES (IF ANY)) IS $4 MILLION (GST INCLUSIVE) OR MORE]*** | | | |
| **CLAUSE 7 - TIME** | | | | | | |
| **Maximum intervals between program updates by Consultant:** (Clause 7.2(b)) | | | ***[COMMONWEALTH TO INSERT A TIME PERIOD FOR PROGRAM UPDATES E.G. Monthly]*** | | | |
| **Program software:** (Clause 7.2(d)) | | | ***[COMMONWEALTH TO INSERT THE TYPE OF PROGRAM TO BE USED, ENSURING SPECIFICATION OF APPROVED EQUIVALENTS E.G. Microsoft Project or approved equivalent]*** | | | |
| **CLAUSE 9 - PAYMENT (OPTION 1)** | | | | | | |
| **Payment (Option 1):** (Clause 9) | | Clause 9 ***[DOES/DOES NOT]*** apply. | | | | |
| **Times for submission of payment claims by the Consultant to Commonwealth's Representative:** (Clause 9.2(a)) | | *[IF CLAUSE 9 APPLIES, COMMONWEALTH TO select applicable TIME FOR SUBMISSION OF PAYMENT CLAIMS AND DELETE REFERENCE TO TIME THAT IS NOT applicable]*  *[monthly]*  Monthly on the *[****COMMONWEALTH TO*** *INSERT DAY E.G. 28th]* day of each month  ***[OR, IF THE SITE IS NOT IN NSW]***  ***[ON COMPLETION OF MILESTONES]***  Upon Completion of Milestones in accordance with the Milestone Fee Payment Schedule set out in the Fee Schedule.  *[IF CLAUSE 9 DOES NOT APPLY, INSERT:*  ***Not applicable]*** | | | | |
| **Payment of workers and subconsultants:** (Clause 9.12) | | ***[IF CLAUSE 9 APPLIES, SELECT APPLICABLE OPTION. OPTION 1 APPLIES IF THE SERVICES ARE BEING PERFORMED IN NSW]***  ***[OPTION 1/OPTION 2]*** applies. (Option 2 applies unless otherwise stated)  ***[IF CLAUSE 9 DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **Appointed adjudicator/prescribed appointer/authorised nominating authority:** (Clause 9.14(d)) | | ***[IF CLAUSE 9 APPLIES, INSERT:]***  To the extent that the relevant part of the Services is carried out in:  1. the Northern Territory or Western Australia, the Resolution Institute, Northern Territory Chapter or Western Australian Chapter (as the case may be);  2. Victoria, any one of the following:  (a) Resolution Institute, Victorian Chapter;  (b) Building Adjudication Victoria Inc; or  (c) Rialto Adjudications Pty Ltd; or  3. any other State or Territory (save for Queensland), the Resolution Institute of the Chapter in that State or Territory.  ***[IF CLAUSE 9 DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **Accounting records (additional):** (Clause 9.15) | | ***[IF CLAUSE 9 APPLIES, COMMONWEALTH TO INSERT DETAILS FOR ADDITIONAL ACCOUNTING RECORDS (IF ANY); OR IF CLAUSE 9 DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **Estate information:**  (Clause 9.16) | | ***[IF CLAUSE 9 APPLIES, SELECT APPLICABLE OPTION]***  Clause 9.16 ***[DOES/DOES NOT]*** apply. (Clause 9.16 applies unless otherwise stated)  ***[IF CLAUSE 9 DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **CLAUSE 9A - PAYMENT (OPTION 2)** | | | | | | |
| **Payment (Option 2):** (Clause 9A) | | Clause 9A ***[DOES/DOES NOT]*** apply. | | | | |
| **Times for submission of payment claims by the Consultant:** (Clause 9A.2(a)) | | *[OPTION 1: IF CLAUSE 9A APPLIES, COMMONWEALTH TO select applicable TIME FOR SUBMISSION OF PAYMENT CLAIMS AND DELETE REFERENCE TO TIME THAT IS NOT applicable]*  *[monthly]*  Monthly on the *[INSERT DAY E.G. 28th]* day of each month  ***[OR, IF THE SITE IS NOT IN NSW]***  ***[ON COMPLETION OF MILESTONES]***  Upon Completion of Milestones in accordance with the Milestone Fee Payment Schedule set out in the Fee Schedule.  *[****OPTION 2:*** *IF CLAUSE 9A DOES NOT APPLY, INSERT:*  ***Not applicable****]* | | | | |
| **Number of days for payment:** (Clause 9A.4) | | ***[IF CLAUSE 9A APPLIES, INSERT NUMBER OF DAYS FOR PAYMENT]***  *[INSERT]* days(20 days unless otherwise specified)  ***[IF CLAUSE 9A DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **Accounting records (additional):** (Clause 9A.10) | | ***[IF CLAUSE 9A APPLIES, COMMONWEALTH TO INSERT DETAILS FOR ADDITIONAL ACCOUNTING RECORDS (IF ANY); OR IF CLAUSE 9A DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **Estate information:**  (Clause 9A.11) | | ***[IF CLAUSE 9A APPLIES, SELECT APPLICABLE OPTION]***  Clause 9A.11 ***[DOES/DOES NOT]*** apply. (Clause 9A.11 applies unless otherwise stated)  ***[IF CLAUSE 9A DOES NOT APPLY, INSERT:***  ***Not applicable]*** | | | | |
| **CLAUSE 10 - TERMINATION** | | | | | |
| **Number of days to remedy breach:** (Clauses 10.3(c) and 10.4(b)) | | ***[COMMONWEALTH TO INSERT]*** days | | | |
| **CLAUSE 11 - DISPUTE RESOLUTION** | | | | | |
| **Industry expert who will conduct expert determinations:**  (Clause 11.3(a)(i)) | | ***[COMMONWEALTH TO INSERT NAME, COMPANY (IF APPLICABLE) AND ABN OF SPECIFIC EXPERT; OR***  ***None specified]*** | | | |
| **Nominating authority for expert:**  (Clause 11.3(a)(ii)) | | ***[COMMONWEALTH TO INSERT NAME, COMPANY (IF APPLICABLE) AND ABN OF SPECIFIC NOMINATING AUTHORITY; OR***  ***The President for the time being of the Resolution Institute unless otherwise specified]*** | | | |
| **CLAUSE 12 - NOTICES** | | | | | | |
| **Address and email address, for the giving or serving of notices, upon:** (Clause 12.7) | | | **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 NUMBER]** | | | |
| **CLAUSE 13 - INDIGENOUS PROCUREMENT POLICY** | | | | | | |
| **Option for Indigenous Procurement Policy:** (Clauses 10.2(g), 13.1 and 13.2) | | | ***[OPTION 1/OPTION 2]*** applies. (Option 1 applies unless otherwise stated) | | | |
| **CLAUSE 15 - INFORMATION SECURITY - SENSITIVE AND CLASSIFIED INFORMATION** | | | | | | |
| **Sensitive and Classified Information:** (Clause 15) | | | Clause 15 ***[DOES/DOES NOT]*** apply. (Clause 15 does not apply unless otherwise stated) | | | |
| **Current security clearance level/s:** (Clauses 15.2(b) and 15.3(c)(i)) | | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | | | |
| **Information technology environment accreditation or certification level/s:** (Clause 15.3(f)(i)D) | | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | | | |
| **Information technology environment accreditation or certification level/s (caveated or compartmented information):** (Clause 15.3(f)(i)E) | | | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | | | |
| **CLAUSE 16 - DEFENCE INDUSTRY SECURITY PROGRAM** | | | | | | |
| **Level of DISP membership:** (Clause 16(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)]*** | |

Annexure E. Alternative Proposals

*[Note: Do not delete this section]*

Alternative proposals are requested to be set out in the table below. The Panel [Consultant](file:///\\d85userdata.dpe.protected.mil.au\Users\kmckenna\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.IE5\137RYAZ5\HCMWTenderDocumentsMay15.doc#tenderer) must lodge a conforming [proposal](file:///\\d85userdata.dpe.protected.mil.au\Users\kmckenna\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.IE5\137RYAZ5\HCMWTenderDocumentsMay15.doc#tender) before an alternative proposal will be considered.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **RFP REFERENCE** | **ALTERNATIVE PROPOSAL** | **EFFECT ON PRICING** | **EFFECT ON COMMONWEALTH PROGRAM/ MILESTONES** | **SUPPORTING INFORMATION** | **EFFECT ON OTHER ASPECTS OF THE PROPOSAL** | **VALUE FOR MONEY** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |