



Australian Government
Civil Aviation Safety Authority

Approach to Market - Services

Reference ID: 17/017

This Approach to Market (**ATM**) is for the provision of: Stakeholder Satisfaction Research

The Civil Aviation Safety Authority (the **Customer**) is seeking submissions for the provision of the Services (the **Requirement**) as described in this *Commonwealth Approach to Market*.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the [Commonwealth Approach to Market Terms](#), and if successful, agree to enter into a contract which incorporates the [Commonwealth Contract Terms](#) available at <http://www.finance.gov.au/procurement/commonwealth-contracting-suite/>.

Potential Suppliers must respond in the format of the 'Response to ATM' template in this ATM.

Mandatory Conditions of Participation

1.1. The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions of Participation:

- (a) None Specified

Industry Briefing

Not Applicable.

Site Inspection

Not Applicable.

A.A.1. Key Dates and Times

Event	Details
Mandatory Industry Briefing:	Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM
Mandatory Site Inspection*:	Unless otherwise notified by an addendum, there are no mandatory site inspection sessions for this ATM
ATM Closing Date:	Friday, 8 December 2017
ATM Closing Time:	5:00 pm ACT local time
Question Closing Date and Time:	Questions will be permitted up until Wednesday, 6 December 2017, 5:00 pm ACT local time
Expected Contract Execution Date:	Monday, 8 January 2018
Contract Term:	The Contract will remain in force for a period of six (6) months from the Contract start date.
Contract Extension Option:	None Offered

A.A.2. The Requirement

Refer to **Attachment A** [*Statement of Requirement*].

A.A.2(a) Standards

1. Standards

- 1.1 The Supplier must ensure that any goods and services proposed comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards.

2. Web Content Accessibility

2.1 The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

3. Key Performance Indicators

3.1 To demonstrate progress towards achievement of the Requirement, the Supplier will be required to comply with the following Key Performance Indicators (KPIs):

- (a) delivery of a project plan, as detailed in item 1 of Table 1 [*Reporting*];
- (b) delivery of weekly progress reports, as detailed in item 2 of Table 1 [*Reporting*];
- (c) effective monitoring of the number of surveys completed throughout the fieldwork period and implements effective strategies to achieve results;
- (d) delivery of a final report, as detailed in item 5 of Table 1 [*Reporting*], that effectively uses graphics and illustrations to communicate key findings, in combination with descriptive data.

A.A.2(b) Security Requirements

1.1 Suppliers must note that any of the Specified Personnel who require access to the Customer's IT infrastructure will be subject to an entry level security check before commencing with the Customer. The entry level security check may be required regardless of whether that person has completed a security check in previous employment. These checks can take up to 14 days to complete. The appropriate documentation will be provided to the Supplier.

A.A.2(c) Workplace Health and Safety

1.1 Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential workplace health and safety issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it.

A.A.2(d) Delivery and Acceptance

1. Deliverables

- 1.1 The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [*Clause C.C.11*].
- 1.2 The Deliverables are detailed in the **Attachment A** [*Statement of Requirement*].

2. Reporting

- 2.1 During the term of the Contract the Supplier must provide the Customer with reports as set out in the table below:

Table 1: Reporting

Item	Report Type	Detailed Description	Format	Proposed Due Date
1	Project Plan	The Supplier will be required to provide a Project Plan, as detailed at item 1 of Table 3 [<i>Deliverables</i>]	Written report	Once, within one week of the Planning Meeting
2	Progress Reports	The Supplier will be required to provide Progress Reports which should include, at a minimum, the following details: <ul style="list-style-type: none"> • progress of services and deliverables; • issues identified during the delivery of the services and proposed strategies for managing the issues; and • other matters for discussion made at the request of the Customer or the Supplier 	Written report	Weekly, commencing within one week of the Planning Meeting
3	Topline Report	The Supplier will be required to provide a Topline Report summarising the key findings of the qualitative research phase (Topline) and verbal debrief of the report, as detailed at item 4 of Table 3 [<i>Deliverables</i>]	Written report	Within one week of completion of in-depth interviews
4	Draft Final Report	The Supplier will be required to prepare the Draft Final Report, as detailed at item 5 of Table 3 [<i>Deliverables</i>]	Written report	Friday, 16 March 2018

Item	Report Type	Detailed Description	Format	Proposed Due Date
5	Final Report	The Supplier will be required to prepare a Final Report, as detailed at item 6 of Table 3 [<i>Deliverables</i>]	Written report	Monday, 16 April 2018

2.2 The written reports must be:

- (a) written in plain English;
- (b) in MS Word or PDF format or other formats as requested by the Customer; and
- (c) emailed to the Customer’s nominated Contract Manager, or other personnel as identified.

3. Meetings

3.1 During the term of the Contract, the Supplier is required to attend meetings as follows:

Table 2: Meetings

Item	Meeting Type	Meeting Description	Teleconference/ Onsite	Location	Frequency
1	Planning Meeting	<p>At the Planning Meeting, the Customer and the Supplier will:</p> <ul style="list-style-type: none"> develop a clear outline of the agreed research aim, objectives, methodology, reporting outputs and schedule; identify the services and deliverables required; develop a service delivery timeframe for each service and deliverable; identify the Specified Personnel to work on the services and deliverables; and identify the Customer’s staff to be consulted during delivery of the services. 	Teleconference or onsite	Customer’s Head Office	Once, within one (1) week of contract commencement
2	Topline Report Debrief	The Supplier will be required to provide a Debrief of the Topline Report, as detailed at item 4 of Table 3 [<i>Deliverables</i>]	Onsite	Customer’s Head Office	Once, within one (1) week of completion of the in-depth interviews
3	Final Report Presentation	The Supplier will be required to deliver a presentation, inclusive of a question and answer session, of the findings and recommendations detailed in the final report to the Customer’s Executive Leadership Team.	Onsite	Customer’s Head Office	Once, within two (2) weeks of delivery of the Final Report

3.2 The parties will meet at the times and manner set out in the Table 2 [*Meetings*] (or otherwise as agreed in writing between the parties) to discuss the subjects of the meetings and any issues in relation to the provision of the Services.

- 3.3 The Supplier must ensure that the Supplier’s Contract Manager and, as required, any relevant personnel or key stakeholders, are reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.
- 3.4 The Customer must ensure that the Customer’s Contract Manager and, as required, any relevant personnel or key stakeholders, are reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

A.A.2(e) Facilities and Assistance Offered by the Customer

- 1.1 The Customer will provide the Supplier with the following facilities and assistance for the Contract Term to assist with the delivery of the Requirement:
- (a) any Facilities and Assistance at the Customer's offices, identified by the Customer or Supplier as relevant for the purposes of providing the Requirement, during the Contract Term.

A.A.2(f) Customer Material

- 1.1 The Customer will provide the Supplier with the following Material for the Contract Term for the purposes of providing the Requirement:
- (a) data from the 2015 *Managing our performance* survey for interrogation and comparison;
 - (b) previous research findings and other relevant documentation upon commencement of the project;
 - (c) database of approximately 800 stakeholders who have consented to be contacted to participate in market research and where possible and practical, other sources of contact information to assist with recruitment of research participants;
 - (d) a communication plan to promote the research to industry via various channels including social media, subscriber emails and newsletters, the Customer's external website and the Customer's Consultation Hub at consultation.casa.gov.au; and
 - (e) any other Material identified by the Customer or Supplier as relevant for the purposes of providing the Requirement.

A.A.3. ATM Distribution

A.A.3(a) Email Distribution

- 1.1 Any questions relating to this ATM must be directed to the Customer Contact Officer at item A.A.5. This ATM and any this ATM will be distributed via email.

A.A.4. Lodgement Method

A.A.4(a) Email

- 1.1 Responses should be lodged via email to Andreas.Marcelja@casa.gov.au quoting reference number CASA 17/017 by the closing time specified above.

A.A.4(b) Response File Format, Naming Convention and Size

- 1.1 The Customer will accept Responses lodged in the following formats:
- (a) MS Word – Word Doc (.docx), Word 97-2003 Doc (.doc)
 - (b) Adobe Acrobat – PDF (.pdf)
- 1.2 The Response file name/s should:
- (a) incorporate the Potential Supplier's full legal organisation name; and
 - (b) reflect the various parts of the bid they represent (where the Response comprises multiple files).
- 1.3 Response files must not exceed a combined file size of 15 megabytes per email.

- 1.4 Responses must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

A.A.5. Customer's Contact Officer

- 1.1 For all matters relating to this ATM, the Contact Officer is:

Name: Andreas Marcelja

Email: Andreas.Marcelja@casa.gov.au

Telephone (02) 6217 1214

Note: Question Closing Date and Time is set out at item A.A.1 [Key Dates and Times].

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

A.C.1. Intellectual Property

- 1.1 For the purposes of this clause, “Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.
- 1.2 The Customer owns the Intellectual Property Rights in the Material created under the Contract.
- 1.3 To the extent the Supplier holds any Intellectual Property Rights in the Material, the Supplier hereby agrees to licence the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under the Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- 1.4 The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for the Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- 1.5 Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

A.C.2. Payment

- 1.1 The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

Attachment A – Statement of Requirement

1. Introduction/Background

- 1.1 In November 2015, the Customer conducted its [first biennial survey](#) on the health of its relationship with the aviation community. This survey was conducted in response to the Australian Government's acceptance of an [Aviation Safety Regulation Review](#) recommendation.
- 1.2 Market researchers were engaged by the Customer to develop and deliver the *Measuring our Performance* survey and provide a research report outlining the findings.
- 1.3 The consultancy consisted of two parts;
- (a) First, qualitative market research was conducted to develop performance indicators to measure the aviation community's satisfaction levels with the Customer. These key indicators were:
- (i) satisfaction with the way the Customer performs its audit and compliance activities;
 - (ii) satisfaction with relationship with the Customer;
 - (iii) satisfaction with the Customer's service delivery;
 - (iv) satisfaction with the Customer's ongoing dialogue with industry;
 - (v) satisfaction with the consistency of decision making;
 - (vi) satisfaction with the Customer's development of aviation safety regulations; and
- (b) Second, an online survey was conducted to measure the Customer's performance against the above indicators.
- 1.4 In August 2016, the Customer's Director of Aviation Safety/Chief Executive Officer (CEO) approved an [action plan](#) to address the findings. The action plan includes initiatives that were already underway before the report was finalised, and also identifies new initiatives that are required to improve the Customer's relationship with the aviation community over time.

2. Previous stakeholder research

- 2.1 In addition to the 2015 *Measuring our Performance* stakeholder survey, the Customer has conducted the following research activities:
- (a) Are we on the right track:
- (i) In November 2017, the Customer's Stakeholder Engagement Group conducted a short, six-question online survey to measure how the Customer is tracking with initiatives to become a more effective safety agency. The results will be reported in the Customer's Self-Assessment Report against the Australian Government Regulator Performance Framework before the end of 2017.
- (b) Qualitative and quantitative communication research:
- (i) In 2014, the Safety Promotion Branch conducted a market research project, involving qualitative and quantitative research, to understand the characteristics, communication needs and preferences of the Customer's external target audiences. The research established baseline data about target audiences demographics, communication needs and preferences, perceptions and beliefs about aviation safety and the motivational factors to drive change or modification of behaviour.

- (ii) The research project also tested the Customer's specific products and communication activities to provide insight into how effective these products are in driving behaviour that improves aviation safety. The research has provided the Customer with tactical information that will contribute to developing appropriate messaging, communication channels and aviation safety tools. A copy of the final report will be made available to the successful Supplier.
- (c) Public attitudes to aviation safety:
 - (i) In 2014, the Customer commissioned the Public Attitudes to Aviation Safety research to look at public perceptions of aviation safety in Australia, the Customer's performance and the Customer's handling of changes to the use of electronic devices on aircraft.
 - (ii) The Customer engaged an external provider to conduct the study using an online questionnaire to survey a representative group of 1,019 Australian adults. The data was then weighted by age, gender and region to reflect Australia's population. Please note that the general public are out of scope for this project.

3. Scope of Work

- 3.1 The Customer requires the services of a research consultancy to undertake the next biennial benchmarking research project to measure the health of the Customer's relationship with the aviation community.
- 3.2 The successful Supplier will be required to conduct the research via in-depth interviews and an online survey, over a four-week period commencing in February 2018, before providing a report to the Customer on the findings.
- 3.3 The successful Supplier will also be required to provide a presentation to the Customer to finalise the findings of the survey.

4. Contract Term

- 4.1 The proposed Contract will commence in January 2018 and operate for a period of 6 months, to end in June 2018. All work must be completed within this timeframe.

5. Work Requirements

- 5.1 The successful Supplier will be required to:
 - (a) undertake qualitative and quantitative research, as carried out in the November 2015 research, specifically:
 - (i) conduct an online survey of participants, in a similar format detailed in Appendix D: Quantitative survey of the Stakeholder Relationship Health report 2016; and
 - (ii) conduct 40 in-depth interviews with participants, in a similar format detailed in Appendix B: Interview Guide (Industry) of the Stakeholder Relationship Health report 2016;
 - (b) implement all aspects of the research and report on the findings, including but not limited to;
 - (i) in consultation with the Customer, construct the content of the online survey;
 - (ii) host the online survey and provide the link to the Customer; and

- (iii) in consultation with the Customer, construct the content of the in-depth interviews; and
 - (iv) arrange and conduct the in-depth interviews;
 - (c) analyse the results, including an evaluation and comparison against the previous *Measuring our Performance* stakeholder survey results;
 - (d) make recommendations to the Customer on how they can effectively improve its performance and relationship with the aviation community based on the findings;
 - (e) reach aviation stakeholders who are geographically dispersed across Australia, using telephone, internet, and email channels; and
 - (f) have a flexible approach in the likelihood the Customer requires minor changes or additions be made to the survey questions.
- 5.2 The content of the online survey and in-depth interviews at item 5.1(a) will be agreed and finalised by the Customer and the Supplier at the planning meeting at item 1 of Table 2 [*Meetings*].
- 5.3 The online survey will be independently hosted by the Supplier. The Supplier will be required to email the online survey link to all participants and provide a link to the survey to the Customer's Contract Manager.
- 5.4 The Customer will develop and implement a communication plan to promote the research to industry. Various channels will be used including social media, subscriber emails and newsletters, the Customer's external website, and a link to the independent survey available from the Customer's Consultation Hub consultation.casa.gov.au.
- 6. Survey Participants**
- 6.1 The Customer will provide the Supplier with a database of approximately 800 stakeholders who have consented to be contacted to participate in market research and, where possible and practical, other sources of contact information to assist with recruitment of research participants.
- 6.2 The Supplier will be required to email the online survey link to all stakeholders on the database to participate in the online survey at item 5.1(a)(i) and provide a link to the survey to the Customer's Contract Manager. The Customer will provide a link to the online survey via the channels identified at item 5.4 to increase the pool of participants.
- 6.3 The Supplier, in consultation with the Customer will select and finalise a list of 40 participants from the stakeholder database, to participate in the in-depth interview at item 5.1(a)(ii). The Customer will provide the Supplier with the names and contact details of the finalised list of participants identified for the in-depth interviews.

7. Deliverables

7.1 The Supplier will be required to deliver the Services as detailed in the following table:

Table 3: Deliverables

Item	Deliverable	Details	Delivery Location	Proposed Due Date
1	Project Plan	<p>The Supplier will be required to prepare a project plan detailing the outcome of the planning meeting. The project plan should include, at a minimum, the following details:</p> <ul style="list-style-type: none"> • clear outline of the agreed research aim, objectives, methodology, reporting outputs and schedule; • services and deliverables required; • agreed service delivery timeframe for each task and deliverable; • Specified Personnel to work on the services and deliverables; and • Customer’s staff to be consulted during delivery of the services. 	Written report emailed to the Customer’s Contract Manager	Once, within one week of the Planning Meeting
2	Online survey	Conduct an online survey of participants, in a similar format detailed in Appendix D: Quantitative survey of the Stakeholder Relationship Health report 2016. The online survey must be open for a four week period.	Online	5 February 2018 to 2 March 2018
3	In-depth interviews	Conduct 40 in-depth interviews with participants, in a similar format detailed in Appendix B: Interview Guide (Industry) of the Stakeholder Relationship Health report 2016		2 March 2018

4	Topline Report and Debrief	<p>The Supplier will be required to provide a report detailing the findings of the in-depth interviews. The topline report should include, at a minimum, the following details:</p> <ul style="list-style-type: none"> overview of key findings. <p>The Supplier will be required to provide a verbal debrief of the Topline Report to the Customer.</p>	<p>Written report emailed to the Customer's Contract Manager</p> <p>Presentation held at the Customer's Head Office, Canberra</p>	<p>Within one week of completion of in-depth interviews</p>
5	Draft Final Report	<p>The Supplier will be required to prepare a draft of the final report of the findings. The draft report should include the following details:</p> <ul style="list-style-type: none"> an executive summary of key findings (no more than four A4 pages) and recommendations; summary of, and rationale for, the research methodology; dates for when the fieldwork was conducted; analysis and interpretation of research results including comparison with previous <i>Managing our performance</i> survey results; and conclusions and recommendations on how the Customer can effectively improve its performance and relationship with industry based on the findings. <p>The Supplier will be required to discuss the draft report with the Customer's Contract Manager prior to finalisation.</p>	<p>Written report emailed to the Customer's Contract Manager</p>	<p>Friday, 16 March 2018</p>
6	Final Report	<p>The Supplier will be required to prepare a final report, incorporating any feedback or recommendations from the Customer with the Customer's Contract Manager prior to finalisation.</p> <p>The Supplier will be required to deliver a presentation on the final findings and recommendations as detailed in the Final Report.</p>	<p>Written report emailed to the Customer's Contract Manager</p>	<p>Monday, 16 April 2018</p>

7	Tools	<p>Tools that will enable the study to be replicable over time, including:</p> <ul style="list-style-type: none"> • a copy of the research instruments (including questionnaires, discussion guides etc.) • a data base (or similar tool) containing baseline data, that allows interrogation and comparison by the Customer for future evaluation processes 	Customer's Head Office, Canberra	Monday, 16 April 2018
8	Presentation	The Supplier will be required to deliver a presentation, inclusive of a question and answer session, of the findings and recommendations detailed in the final report to the Customer's Executive Leadership Team.	Customer's Head Office, Canberra	Within 2 weeks of delivery of final report

7.2 The written reports must be:

- (a) written in plain English;
- (b) in MS Word or PDF format or other formats as requested by the Customer; and
- (c) emailed to the Customer's nominated Contract Manager, or other personnel as identified.

7.3 Publications and reports must be drafted to comply with the current version of the Customer's Style Manual.

8. Location

8.1 The successful Supplier will perform all requirements of the Contract at their premises, unless otherwise specified in Table 3 [*Deliverables*].

9. Travel

9.1 The successful Supplier will be required to travel to the Customer’s Head Office to attend meetings as specified at Table 2 [*Meetings*].

9.2 Potential Supplier’s must detail all travel costs (including flights and other reimbursable expenses) to attend the specified meetings, in their response to this ATM. The Customer will not pay any travel cost unless the costs have been pre-approved in writing by the Customer.

10. Contract Extension Option

10.1 Not Applicable

11. Fees, Charges and Expenses

11.1 The Customer will not pay any fees, charges or expenses (including travel and accommodation) in addition to the contract price unless expenses are a result of direct instructions from the Customer and the fees, charges or expenses have been pre-approved in writing by the Customer.

11.2 If the Customer agrees to pay for fees, charges or expenses (including travel and accommodation), the Customer will only reimburse expenses in accordance with the Customer’s Contractor Travel Procedure policy currently located at <http://casa.gov.au/wcmswr/assets/main/corporat/business/contractor-travel-procedure.pdf> and any amendments or updates to that policy.

11.3 The Customer will pay the Supplier on submission of a Correctly Rendered Invoice and production of satisfactory evidence to substantiate the claim. The Customer will not be liable for any costs incurred prior to the provision of written approval.

12. Proposed Pricing Basis

12.1 The Customer proposes a Fixed Price (including all expenses) pricing basis for the complete services, inclusive of all known fixed charges/taxes and ancillary costs, to be paid in accordance with the following Milestones:

Table 4: Milestones

Milestone	Milestone Description	Reference	Proposed Due Date
1	On delivery of the Project Plan	Item 1 of Table 3	Within one week of the Planning Meeting
2	On delivery of the Draft Final Report	Item 5 of Table 3	Friday, 16 March 2018
3	On delivery of Final Report and Presentation	Item 6 and 8 of Table 3	Monday, 30 April 2018

- 12.2 In responding to this ATM, Respondents should clearly detail the costs for:
- (a) the total fixed price for the complete Services, including a breakdown of the total cost calculation for each Milestone in Table 4 [*Milestones*];
 - (b) the total cost for the delivery of each Deliverable identified in Table 3 [*Deliverables*];
 - (c) the hourly and/or daily rate for each Specified Personnel proposed to deliver the Services;
 - (d) the fees, charges or expenses (including travel and accommodation) for attendance at the Meetings, as detailed in the Table 2 [*Meetings*]; any
 - (e) any additional expected fees, charges or expenses (including travel and accommodation).

13. Responding to this ATM

- 13.1 In responding to this ATM, using the Response to ATM template, Respondents must provide the following information:
- (a) a detailed proposal on how they will meet the Customer's requirements;
 - (b) examples or demonstrations of previously commissioned work relevant to the Customer's requirements;
 - (c) the experience and qualifications of all Personnel nominated to deliver the Services, including CVs;
 - (d) the pricing requirements detailed at 12.2; and
 - (e) details of three referees who can attest to Respondent's capacity and ability to meet the Customer's requirements and deliverables.

Commonwealth Approach to Market (ATM) Terms

A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary*, the *ATM* or the *Contract*.

The Customer may amend, or clarify any aspect of this ATM, prior to the Closing Time by issuing a formal amendment to the ATM in the same manner as the original ATM was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Any queries regarding this ATM should be directed as set out in clause A.A.5 [*Customer's Contact Officer*].

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this ATM, decline to accept any Response; decline to issue any contract; or satisfy its requirement separately from this ATM process.

Participation in any stage of the process is at the Potential Supplier's sole risk and cost.

A.B.2 Inconsistencies

If there is inconsistency between any of the parts of this ATM, the following order of precedence shall apply:

- (a) *ATM – Statement of Requirement*;
- (b) *Commonwealth ATM Terms*;
- (c) *Additional Contract Terms* (if any);
- (d) *Commonwealth Contract Terms*;
- (e) *Commonwealth Contract*; and
- (f) *Commonwealth Contracting Suite Glossary*,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.2(g) [*Customer Material*].

If this ATM references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material, the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

By lodging a Response, Potential Suppliers agree:

- (a) that the Response will remain open for acceptance for sixty (60) working days from the date set out at ATM Closing Time in clause A.A.1 [*Key Dates and Times*]; and
- (b) to sign a Contract which incorporates the *Commonwealth Contract Terms*.

Responses are subject to these *Commonwealth ATM Terms*.

Potential Suppliers must submit Responses using the *Response to the ATM* form provided (with all details in English and prices quoted in Australian currency).

Prices quoted must show the GST exclusive price, the GST component, if any, and the GST inclusive price.

The Contract Price must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

The Contract Price, which will include any and all other charges and costs, will be the maximum price payable by the Customer under the Contract.

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's *Statement of Requirement* described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

The Response must be lodged as set out in clause A.A.4 [*Lodgement Method*].

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this ATM unless the Response is late as a consequence of the Customer's mishandling.

The Customer may decline to consider a Response in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised) and comply with any reasonable directions given by the Customer. As soon as practicable, any verbal advice should be followed by written confirmation.

Commonwealth Approach to Market (ATM) Terms

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Commonwealth Procurement Rules* to determine the best value for money outcome for the Customer.

The Customer will exclude from consideration any Response that does not meet the Mandatory Conditions for Participation, if any.

The criteria for evaluation will encompass the:

- (a) extent to which the potential Supplier's Response meets the Customer's Requirement set out in this ATM;
- (b) potential Supplier's demonstrated capability and capacity to provide the Requirement; and
- (c) whole of life costs to be incurred by the Customer. Considerations will include both the quoted price and any costs that the Customer will incur as a result of accepting the potential Supplier's Response.

Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) may apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at <http://www.dpmc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy>.

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

A.B.6 Reporting Requirements

Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.

The Customer may disclose the names of any subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

“**Additional Contract Terms**” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“**Approach to Market or ATM**” means the notice inviting potential suppliers to participate in the procurement.

“**Closing Time**” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“**Contract**” means the documentation specified in clause C.C.4 [*Precedence of Documents*].

“**Contract Extension Option**” means an option of a Customer to extend the term of a Contract for one or more additional time periods.

“**Contract Manager**” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“**Contract Price**” means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“**Correctly Rendered Invoice**” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“**Customer**” means a party specified in a Contract as a Customer.

“**Delivery and Acceptance**” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

“**General Interest Charge Rate**” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

“**Goods and/or Services**” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

“**GST Act**” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**GST**” means a Commonwealth goods and services tax imposed by the GST Act.

“**Intellectual Property Rights**” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contracting Suite (CCS) Glossary

“**Material**” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“**Moral Rights**” means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

“**Notice**” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

“**Requirement**” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’;
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

“**Specified Personnel**” means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

“**Statement of Requirement**” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“**Statement of Work**” means the section of the Contract, as the case may be, with the heading ‘Statement of Work’.

“**Supplier**” means a party specified in a Contract as a Supplier.

Response to the ATM

Remember to **remove** all drafting note guidance **before** you finalise and submit your Response.

Specific questions about this ATM should be directed to the *Customer's Contact Officer* [Item A.A.5].

If successful your organisation will be offered a contract which includes the *Commonwealth Contract Terms*, available at: <http://www.finance.gov.au/procurement/commonwealth-contracting-suite/>. These terms are not negotiable. **Do not submit a response if you cannot agree to these terms as you cannot be awarded the Contract.**

Submit the form as required in *Lodgement Method* [Item A.A.4].

You **MUST** use this form to submit your Response, which **MUST** comply with the *Commonwealth ATM Terms*, available at: <http://www.finance.gov.au/procurement/commonwealth-contracting-suite/>. The form is set out to facilitate evaluation of responses.

Participation in this ATM is at your sole risk and cost. This is a competitive process, and you should note that your organisation may incur costs in responding, if you are unsuccessful you will be unable to recoup these costs.

Be as **concise** as possible while including all information that your organisation wants the evaluation team to consider. Do not assume that the evaluation team has any knowledge of your organisation's abilities or personnel.

Before completing your Response read the Customer's Approach to Market (ATM) distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.

You must clearly demonstrate that your organisation meets the **Mandatory Conditions for Participation** (if any), as failure to do so **will** mean your response cannot be considered and you cannot be awarded the Contract.

If you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor, you may be offered a different form of contract OR we may not be able to contract with you. Before completing this Response Form notify the Customer's Contact Officer to enable them to seek advice. For further information, refer to the ATO website at: <http://calculators.ato.gov.au/scripts/axos/axos.asp?CONTEXT=&KBS=GEC.xr4&go=ok>

If you are a **Trust** where the Trustee is **not** empowered to sign contracts on behalf of the Trust, we may **not** be able to contract with you. Before completing this Response Form notify the Customer's Contact Officer to enable them to seek advice.

The Customer will evaluate all valid Responses received by the Closing Time [Item A.A.1] which meet the Mandatory Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer.

In making this decision, the Customer will consider the criteria set out at Clause A.B.5 [*Evaluation*].

In preparation of this Response you should note the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.dpmpc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy> may apply to the Customer in respect of this procurement. During evaluation of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.

If your organisation is **unsuccessful** with this submission, request a debrief to assist with future

submissions. The Customer's Contact Officer [Item A.A.5] can arrange this for you.

Part 1 – Potential Supplier’s Details

Drafting Note: The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

Full Legal Organisation Name:	
Legal Status:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Trust (see note below) <input type="checkbox"/> Other (please state):
<p>NOTE: If the Potential Supplier is trading as a trust, please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.</p>	
Australian Business Number (ABN):	
Australian Company Number (ACN):	
Australian Registered Body Number (ARBN):	
Registered Address:	
Web address:	
Is your organisation classified as a ‘relevant employer’ under the Workplace Gender Equality Act 2012 (the WGE Act)?	<input type="checkbox"/> Yes, I am a relevant employer <input type="checkbox"/> No, I am not a relevant employer
If yes , you are required to provide a current letter of compliance with the WGE Act prior to contract. Have you provided a letter of compliance with this Response?	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will provide a current letter of compliance prior to contract
<p>NOTE: Commonwealth policy prevents the Customer from entering into contracts with Suppliers until they have demonstrated their compliance under the WGE Act.</p>	
Is your organisation 50% or more Indigenous owned?	<input type="checkbox"/> Yes, see below . <input type="checkbox"/> No
If your organisation is 50% or more Indigenous owned , is your organisation registered on Supply Nation?	<input type="checkbox"/> Yes <input type="checkbox"/> No – see note below <input type="checkbox"/> Not Applicable

Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.	
Has your organisation ever had a judicial decision about employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes , what was the date of discharge? <i>The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>	(dd-mm-yyyy) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

Contact Officer

For matters relating to this Response contact:

Primary Contact Officer	
Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	
Secondary Contact Officer	
Name:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Address for Notices (if different from the Contact Officer)

Drafting Note: Complete with "AS ABOVE" if same as Contact Officer.

Name:	
Position Title:	
Email Address:	
Postal Address:	

Contract Manager (if different from the Contact Officer)

Drafting Note: Provide the requested details of the person you propose will be the Contact Manager if your Response is successful and a contract is awarded.

Complete with “AS ABOVE” if same as Contact Officer.

For matters of a general nature, including acceptance and issuance of written notices contact:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

Drafting Note: You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

In support of the Indigenous Procurement Policy (<https://www.dpmc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy>), highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

Part 3 – Ability to Meet the Requirement

Mandatory Conditions for Participation

IMPORTANT INFORMATION:

Respond to the *Mandatory Conditions for Participation* here.

Do not proceed further if you cannot meet the Mandatory Conditions for Participation. If you do not meet the Mandatory Conditions for Participation your Response cannot be considered.

If there was a mandatory industry briefing or mandatory site visit include name of the person(s) who attended.

If no *Mandatory Conditions for Participation* specified, include the words: No Mandatory Conditions for Participation specified.

Detailed Proposal to Meet the Customer’s Requirement

Drafting Note: Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer’s requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer’s requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation’s reputation. The evaluation team can only consider information you provide in this submission.

Standards

Drafting Note: Potential Suppliers must provide full details and evidence of compliance with all applicable Australian standards (or in its absence an international standard), and any standards and requirements specified in the Statement of Requirement. Where you do not propose to comply with a standard which has been included in the Statement of Requirement, propose an alternative standard and justify your reasons.

Where no standard has been specified, list any applicable standards with which you propose to comply.

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

Statement of Skills and Experience

Drafting Note: The information you enter here will be used to evaluate your organisation’s proven capacity to meet the customer’s requirement.

Provide clear, concise details of your relevant abilities to deliver what you have proposed.

This is your opportunity to highlight any unique capabilities and prove to the evaluation team that you can meet the requirement to a high standard.

Depending on the requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

Specified Personnel

Drafting Note: Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

Where there is a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert “Not Applicable”.

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Total personnel time			100%

if requested at A.A.2(b)

Subcontractors

Drafting Note: The Customer is required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

If no subcontractors are proposed insert "Not Applicable"

Full Legal Name:	
Postal Address:	
ABN / ACN / ARBN:	
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	

Scope of Works to be Subcontracted

Drafting Note: If no subcontractors are proposed insert "Not Applicable".

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the Commonwealth Contract Terms, Subcontracting [Clause C.C.10], Relationship of the Parties [Clause C.C.2], Compliance with the Laws [Clause C.C.21] and Compliance with Commonwealth Laws and Policies [C.C.22] specifically relate to subcontractors.

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Conflicts of Interest

Drafting Note: Public officials have an obligation to disclose conflicts of interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (PGPA Act). Suppliers to Commonwealth entities need to assist the Customer to meet its obligations by complying with the same standard of conduct.

Conflicts can be actual, perceived or potential. The perception of a conflict can be just as damaging to public confidence in public administration as an actual conflict based on objective facts.

It is important that if, after the response has been submitted or during the Contract period, any actual, perceived or potential conflicts arise they are reported to the Customer without delay.

If you are aware of a conflict (real or perceived) that could arise as a result of entering into a contract with the Customer (and Subcontractor where applicable) include full details and strategies to manage below, or for complex issues, attach a Conflict of Interest Management Plan detailing your proposed approach.

If no conflicts of interest were identified, type “Nil”.

Referees

Drafting Note: Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Please note, Clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

Referee Name	Position	Organisation	Phone Number	Email Address

Pre-existing Intellectual Property of Potential Supplier

Drafting Note: List your pre-existing Intellectual Property (if any) noting that:

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

If no pre-existing Intellectual Property is proposed insert “Not Applicable”.

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Confidentiality of Potential Supplier’s Information

Drafting Note: Identify any aspect of the Response, or any aspect of the proposed Contract, that you consider should be kept confidential, with reason.

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth’s guidelines and which the Customer considers appropriate. In the absence of the Customer’s agreement, the Customer has the right to disclose any information contained in the Contract.

Add extra lines to the table as required.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html>.

If none, type “Not Applicable”.

Information to be kept Confidential	Reasons for Confidentiality Request

Proven Ability to Meet Regulatory Considerations

Drafting Note: Provide a brief statement of how you propose to comply with all relevant regulations (including but not limited to labour and ethical employment practices, workplace health and safety, and environmental impacts). Alternatively, you can attach any relevant policy documents or plans which demonstrate your organisation’s ability.

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Additional Information

Drafting Note: Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

*This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.*

Part 5 – Total Costs to be incurred by the Customer

Drafting Note: The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

Pricing

Fixed Price (expenses reimbursed)

Drafting Note: Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Add additional lines to the table as required.

Item	Due Date	Milestone Description	Reference	Total Price (excluding GST)	GST Component	Total Price (including GST)
1	Once, within one week of the Planning Meeting	Project Plan	Table 3			
2	5 February 2018 to 2 March 2018	Online survey	Table 3			
3	2 March 2018	In-depth interviews	Table 3			
4	Within one week of completion of in-depth interviews	Topline Report and Debrief	Table 3			
5	Friday, 16 March 2018	Draft Final Report	Table 3			
6	Monday, 16 April 2018	Final Report	Table 3			
7	Monday, 16 April 2018	Tools	Table 3			

Item	Due Date	Milestone Description	Reference	Total Price (excluding GST)	GST Component	Total Price (including GST)
8	Within 2 weeks of delivery of final report	Presentation	Table 3			
Total Fixed Price for Services (excluding GST)						
GST Component						
Total Fixed Price for Services (including GST)						

Adjustment to Fixed Pricing for Contract Variation/Extension

Drafting Note: Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

Expenses not included in Fixed Price

Drafting Note: Estimate any other costs that will be incurred but cannot be accurately calculated in advance, and are NOT included in the Fixed Price above. Make sure you include any and all possible expense items as failure to include an item means the Customer will assume it has been included in the Fixed Price.

Add additional lines to the table as required, or insert appropriate text below the table.

Note: The Customer will not reimburse the Supplier for any nominated project expenses, travel, accommodation or associated expenses incurred for the purposes of the Contract unless:

- a) the Supplier obtains the Customer's specific written approval prior to the relevant expense being incurred,
- b) all domestic air travel is economy class,
- c) amounts claimed for accommodation and other expenses do not exceed the total amount specified in Table 2 of [TD 2016/13](#) or any replacement Taxation Determination issued by the Australian Taxation Office, and
- d) a Correctly Rendered Invoice accompanied by satisfactory evidence of expenditure being incurred is submitted.

If all costs are included in the Fixed Price table above, type "Not Applicable" in the table below.

Description/Comments	Cost (excluding GST)	GST Component	Cost (including GST)
Travel Expenses - Planning Meeting			
Travel Expenses - Topline Report Debrief			
Travel Expenses - Final Report Presentation			
Total Expenses (excluding GST)			
GST Component			
Total Expenses (including GST)			

Proposed Payment Schedule

Drafting Note: Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

Note: The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type “Not Applicable”.

Due Date	Milestone Description	Total Price (excluding GST)	GST Component	Total Price (including GST)
Within one week of the Planning Meeting	On delivery of the Project Plan			
Friday, 16 March 2018	On delivery of the Draft Final Report			
Monday, 30 April 2018	On delivery of Final Report and Presentation			
Total Milestone Payments (excluding GST)				
			GST Component	
Total Milestone Payments (including GST)				

Additional Facilities and Assistance

Drafting Note: Should you require the Customer to provide facilities and assistance, in addition to that stated at Facilities and Assistance Offered by the Customer [Clause A.A.2(f)], provide details here. If no additional facilities or assistance required insert “Not Applicable”.

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

Non-Compliance

Drafting Note: If your response is successful, you will be offered a Contract which incorporates the Commonwealth Contract Terms available at <http://www.finance.gov.au/procurement/commonwealth-contracting-suite/>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the Additional Contract Terms should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer’s Additional Contract Terms will be included in the Customer’s total costs assessment.

Clause	Reason for Non-Compliance	Proposed New Wording