



# Jason Masters Governance

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## REQUEST FOR PROPOSAL

### PROVISION OF EXTERNAL AUDIT AND ASSOCIATED SERVICES

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#### COVER SHEET

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#### TIMETABLE AND KEY DATES

Release Date	{Date}
RFP Open Interviews	{Date} At the office of {Address Detail}
	{Time}
RFP Close	{Close Date}
Short Listed Presentation	{Date} at {Location Address}
Anticipated Notification to {Regulator}	{Date}
Annual General Meeting	{Date}

**Contact Person** {Name}  
{Telephone Number}  
{e-mail address}

**RFP Lodgement** {Place/Tender System details}

#### CONFIDENTIALITY UNDERTAKING

*By accepting to take part in this Request for Proposal process and retaining this documentation your firm and employees, consultants, contractors who participate in this Request for Proposal process agree to keep Confidential all information imparted to you in relation to this Request for Proposal process, not to disclose it to third parties and not to use it for any other purpose other than to respond to this Request for Proposal process.*

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# 1. {Company} Background

## 1.1 Introduction

{provide company historical information}

## 1.2 Corporate structure

{provide information on company structure, key executives and board and board sub-committees}

## 1.3 Scope of business operations

{Brief overview of business operations, regions and lines of business}

## 1.4 Corporate strategy

{Brief overview of corporate strategy for next 5 years}

## 1.5 Service providers

{Brief overview of key services providers to the organisation}

## 1.6 Regulated Environment.

{Brief overview of key regulation and environmental considerations}

## 2. Response Form

*Instruction to Proposer: {Client} wishes to receive sufficient information to evaluation your firm’s proposal. However, please do not provide unnecessary or excessive information, as this will delay the evaluation process and may ultimately lead to your exclusion from evaluation.*

### 2.1 Executive Summary

*Instruction to Proposer: Please provide a brief summary of how your proposal benefits {Client} in relation to your provision of External Audit Services (maximum 2 pages)*

### 2.2 Supplier’s Details

*Instruction to Proposer: Please complete the table below.*

*{Client} requires understanding of the commercial structure and entity with which it is entering into an arrangement for the provision of External Audit services.*

Particulars	Response
1. Registered company name	
2. Trading name (if applicable)	
3. Type of company ownership	
4. Company structure	
5. National / International Affiliations and nature of those relationships.	
6. Date & place of incorporation	
7. ACN no. {or relevant country business registration details}	
8. ABN no. {or relevant country business registration details}	
9. Registered business address	
10. Business address of team to support this External Audit	
11. Postal address	
12. Telephone no.	



13. Facsimile no.	
14. Key company contact E-mail address	
15. Key company contact person's name	
16. Key company contact person's mobile no.	

## 2.2 {Industry} Industry and Related Experience

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to assess the existing knowledge and experience of the firm and the proposed team members who will undertake the External Audit and your management processes to ensure an efficient and effective process in a {City, regional, rural} location.*

Particulars	Response
1. Please provide details on your firms experience in the {Industry} sector in general within Australia.	
2. Please provide details on your firms experience in the {Industry} sector in {Region}.	
3. Please provide details of the experience of the proposed team members in the {Industry} sector (including Partner, Director, Senior Manager, Manager and Supervisor – or equivalent levels).	
4. Please provide details of your firms experience with {Corporate, Not for Profit, Government} organisations in {Region} in the {revenue range} m revenue bracket.	
5. Please provide details of the experience of your firm in servicing external audit clients in {City, Regional, Rural + Location} or clients outside a 2 hour travel radius of your main office, including but not limiting commenting upon management of staff on site, travel costs, ensuring quality of delivery, effective utilisation of your and our staff time	



when on site, attendance at client meetings and Board Audit Committee meetings.	
6. Please discuss your firm’s capability and capacity to add {Client} as an External Audit client.	
7. Please discuss, without impinging on your External Audit independence, how your firm can bring additional {Industry} knowledge and expertise through the External Audit process to {Client} to ensure the integrity of our business through our next phase of growth and potentially industry consolidation.	
8. Please discuss your knowledge and relationship with {Regulator(s)}.	
9. Please provide a brief synopsis of the emerging trends and issues in the {Industry} sector in Australia.	
10. Please discuss how and why your firm is in a unique position and/or different from other firms under consideration and best suited to undertake this External Audit.	
11. Please provide any additional information to assist {Client} review your experience and expertise and capability to support a regional client.	

**2.3 Approach to the External Audit**

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to assess the methodology to undertake the External Audit and your approach to technology (in terms of using technology to enhance the audit process and ensure the integrity of the financials as processed through {Client}’s technology)*

Particulars	Response
1. Please outline the External Audit Methodology that you would propose for this engagement, including	



indicative timetable.	
<p>2. Please outline the planning process that would be undertaken in the first year, and then for subsequent years.</p> <p>Please provide an example of the annual “Client Engagement Letter”.</p>	
<p>3. Please outline the major risks that you would consider requiring detailed focus when undertaking our External Audit.</p>	
<p>4. Please discuss how you will scope and determine materiality for the External Audit.</p>	
<p>5. Please outline your approach in the External Audit in relation to branches and {other specific office type/services and locations}.</p>	
<p>6. Please describe your approach and anticipated coverage of the revenue cycle of the business, and the associated risks in this business cycles.</p> <p>(Please note that {Client} currently has {specific details}).</p>	
<p>7. Please describe your approach and anticipate coverage of the expenditure cycle of the business (including {specific details}) and the associated risks in these business cycles.</p> <p>(Please note that {Client} currently {specific details}).</p>	
<p>8. Please describe the key items, your approach and the associated risks that are subject to actuarial review/ determination and other key financial judgments.</p>	
<p>9. Please discuss how the External Audit will be controlled and coordinated, and define the expected interface processes with management.</p>	



<p>10. {Client} has been investing significantly in technology, {details of systems}.</p> <p>Please describe your firms expertise in IT Audit and how it might be applied in the following circumstances:</p> <ul style="list-style-type: none"><li>a) External Audit</li><li>b) General and Specific IT Controls</li><li>c) Systems conversions and upgrades</li><li>d) Business Continuity</li></ul>	
<p>11. Please discuss technology and tools you would propose to use as part of the External Audit to increase the efficiency of the External Audit and/or reduce the risk of the External Audit to having sufficient coverage to identify issues in the financial reports or fraudulent transactions/ activities.</p>	
<p>12. Please discuss your role and approach to the identification of fraudulent transactions in a business that transacts high volume of low value transactions in a distributed business model.</p>	
<p>13. Please discuss your approach to innovation in the External Audit service, and how these may lead to additional value for money.</p>	
<p>14. Discuss your approach to communication in relation to the planning phase, issues and final reporting with management, the Board Audit Committee and the Board.</p> <p>Please provide an example of your Management Report at the completion of the interim and final audit process.</p>	
<p>15. Please discuss your strategy for communication with Senior Management, the Board Audit Committee and the Board, including but not limited to the use of video conference, attendance at meetings at {location}, other mechanisms / tools.</p>	



## 2.4 Approach to the Supporting Services

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to assess the approach the External Audit Firm will have in providing the additional services required.*

Particulars	Response
1. {If required} Please outline your approach to undertake the preparation of the Financial Statements for {Client}, including tools, timeliness for management and Board review, accuracy and quality assurance.	
2. Please outline your approach to Branch and {Remote} Office visits.	
3. Please outline your approach for auditing of {Specific tax items such as FBT and GST} Returns.	
4. Please outline your approach in relation to Tax elements of the Financial Statements and External Audit	
5. Please outline your approach for the Audit of {Regulator} Returns	

## 2.5 Expertise and Stability of the Proposed Team Members

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to assess the relevant experience and expertise of the proposed team members and the management mechanism to ensure team member continuity, which is seen as critical at {Client}.*

Particulars	Response
1. Please outline the team members who will be providing the External Audit, including but not limited to: <ul style="list-style-type: none"> <li>a) Lead Partner</li> <li>b) QA Partner</li> <li>c) Director</li> <li>d) Senior Manager</li> <li>e) Manager</li> <li>f) Supervisor</li> </ul>	



<p>g) Staff h) IT Audit i) Administrative Support</p> <p>Please provide details of their professional qualifications, experience and expertise and how these relate to their inclusion on the External Audit team.</p> <p>Please provide resumes in an attachment to your response.</p>	
<p>2. Please outline the team member and their roles with their anticipated hours/ percentage of total effort for the External Audit</p>	
<p>3. Please discuss your strategy to ensure continuity of team members on the External Audit, and how knowledge and relationships will be retained.</p>	
<p>4. {Client} see the importance of developing medium to long term relationships to ensure there is a superior understanding of our business and ensure that potential issues and risks are identified early and appropriately managed or mitigated. Please discuss your approach to relationship management and customer service.</p>	
<p>5. Please discuss your approach to succession planning and the mechanism to minimise the impact on the External Audit and {Client}'s management and staff</p>	
<p>6. Please discuss your firms approach / policies in relation to Partner rotation on External Audit clients.</p>	
<p>7. Please describe if any part of the services is to be subcontracted, including by not limited to the company name and key individuals subcontracted, details on your commercial arrangements and length and nature of your relationship and processes to ensure quality of service.</p>	

## 2.6 Quality Assurance

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to assess the quality assurance mechanisms for the processes of the External Audit.*

Particulars	Response
1. Please outline your internal Quality Assurance Processes	
2. Please provide the details (organisation, date) of your last external quality assurance review, and a copy of any associate certification.	
3. Please outline your transition plan to commence as External Auditor.	
4. Please describe the commercial and legal relationships between {Client}, your firm and staff who will undertake the External Audit.	
5. Please outline the processes you have to manage future conflicts of interest (perceived or actual) and how these decisions are communicated to {Client}.	
6. Please provide details of clients in the {Industry Sector} services and the types of services provided.	
7. Please provide details of any other interests, relationships or clients which may or do give rise to a conflict of interest and the areas of expertise in which that conflict or potential conflict does or may arise and details of any strategies for preventing or managing conflicts of interest.	

## 2.7 Financial Viability

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to ensure that the External Auditor is financial viable.*



Particulars	Response
1. Are there any significant events, matters or circumstances which have arisen in the last 2 years which may significantly affect provision of the External Audit services	
2. Are there any mergers / acquisitions either recent (in the last 2 years) or which are imminent?	
3. Are there any proceedings, either actual or threatened against your firm, its parent, associated entities or any Partner/Director of the firm or have there been any such proceedings in the last five years? If so what, if any, remedial action has been taken in respect of those actions.	
4. Are there any bankruptcy actions against a Partner / Director associated with the firm, its parent or associated entities, or has there been any within the last five years?	
5. Have there been any deregistration or professional complaints against any Partner, Director or Senior Manager of the firm, its parent or associated entities in the last five years or currently in under review and not yet resolved?	
6. Are there any insolvency proceedings, actual or threatened against the firm, its parent or associated entities in the last five years or has the firm been notified in relation to the potential of such proceedings in the future?	
7. Are there any other factors which could adversely impact on the financial or professional viability of the firm or its key stakeholders to successfully perform the obligations as External Auditor?	



8. Please provide a break down of your revenue streams by major business units (in {Country} and {State/Region}) and the percentage (ensuring the External Audit practice is clearly identifiable).	
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**2.8 Accreditation and Insurance**

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to ensure that the External Auditor has the appropriate credentials and insurances to undertake the External Audit.*

Particulars	Response
1. Is your firm and the signing partners Qualified Auditors as per the Corporations Action 2001?	
2. Are any persons propose to undertake work on this External Audit a disqualified auditor under any legislation?	
3. Please provide an outline of the accreditations, registrations, certificates and licenses your company holds that are relevant to the services required.	
4. Please provide a statement that your professional indemnity insurance complies with at least the minimum required by the {Peak Professional Accounting Body, such as Institute of Chartered Accountants Australia}. The shortlisted respondents will be required to provide proof of currency of insurance, and the successful respondent will be required to supply a certificate of currency annually.	
5. Please provide details of any limitations or exclusions in your professional indemnity insurance, including by not limited to failure of the team members to follow the firm's External Audit procedures, failure of the firm to follow the firm's Quality Assurance procedures.	



6. Please provide details of your insurance for Public Liability.	
7. Please provide details of your Workers Compensation insurance.	
8. Please outline any other relevant insurance policies you hold in for firm or partners names.	

## 2.9 Engagement Process and Commercial Arrangements

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to ensure that the External Auditor has the appropriate Engagement and Commercial Arrangement to reflect value for money.*

Particulars	Response
1. Please provide a copy of your propose engagement letter and proposed terms and conditions of the External Audit and related services.	
2. Please outline your fee (excluding GST) for: <ul style="list-style-type: none"> <li>a) External Audit (including all planning, field work (including Branch and Regional office visits), reporting and meetings with staff, management, Board Audit Committee and the Board.</li> <li>b) {If required} Preparation of the Financial Statements for {Client}.</li> <li>c) Taxation review in relation to the Financial Statements.</li> <li>d) Audit of FBT and BAS Returns</li> <li>e) Audit of the {Regulatory} Returns</li> </ul>	
3. Please outline your team members hourly rates (excluding GST).	
4. Assuming a five year contract, please outline your methodology for review or rates over the term of the contract.	



<p>5. {If required} Are you willing to insert the following clause or similar into your Engagement Letter/Terms and Conditions of engagement?</p> <p>“As {Client}'s External Auditor we will permit the {Regulator} reasonable access to information held in relation to our business relationship with {Client} and attend our premises for the purposes of inspecting information and processes relating to the {Client}.”</p>	
<p>6. Please provide your policy in relation to the offering of employment by your firm of {Client} employees.</p>	

2.10 Value Added Services and Innovation

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to ensure that the Management and the Board retain currency on emerging business and financial management issues, and the External Audit process remains current.*

Particulars	Response
<p>1. Please outline other services or offerings that may be offered to ensure that Management and the Directors are kept abreast of emerging business, commercial, industry and financial management issues.</p>	
<p>2. Please outline your processes to ensure that your External Audit procedures are updated to reflect changes in but not limited to changes in Accounting Standards and Industry Practices, Legal Cases, Legislative and Regulation changes.</p>	
<p>3. Please discussion your firms approach to innovation in relation to the External Audit, including but not limited to best practices, innovation in solutions, leading technologies that lead to improved value for money outcomes in the</p>	

External Audit process.	
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## 2.11 Referees

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to retain the right to independently verify the expertise and relationships of our clients as proposed in your response*

Particulars	Response
1. Please provide at least 3 referees, which should include the contact details of the relevant senior executives and appropriate Directors (eg Chairman or Chair of the Board Audit Committee) of clients in the {Industry} Sector (at least one referee) or the {Organisation Typ} or a similar size to {Client}.	
2. Please attached a list of existing External Audit clients in {State/Region} of revenues greater that \${amount} million.	

## 2.12 Other Matters

*Instruction to Proposer: Please complete the table below.*

*{Client} wishes to identify any other matters to be considered and your compliance with the Conditions of this RFP.*

Particulars	Response
1. Are there any other matters which have not been covered in previous sections that you believe need to be discussed and have taken into consideration when your proposal is evaluated.	
2. Have you complied with the Specifications complied in this Request for Proposal?	
3. Have you complied with the RFP Terms and Conditions as outlined in Section 3?	



## 3. RFP Terms and Conditions

### 3.1 Timetable

The timetable for this Request for Proposal is stated on the Cover Sheet.

### 3.2 Evaluation Criteria

The following outlines the high level evaluation criteria to be used to assess the proposals. These criteria are not fully detailed and not in any priority or order of importance.

- Technical capability of the firm to undertake the External Audit with pre-existing knowledge and experience of the {Industry} Sector.
- Technical capability and experience of the team members assigned to the External audit, with pre-existing knowledge and experience of the {Industry} Sector.
- Management of relationship and continuity of staff to maximise the efficiency and effectiveness of the External Audit process for both parties and knowledgeable insights to as one mechanism to assist in enhancing {Client}'s financial strength and integrity.
- Proven capability to integrated technology into the External Audit process to enhance efficiency and effectiveness and assist in early identification of any potential or actual fraudulent activities.
- Proven capability for effective communication at all levels within {Client}.
- Proven ability to undertake the External Audit and associated services within the agree timetable and ensure the timetable provides sufficient time for Management and Directors to undertake due diligence on the information provided.
- Assurance in relation to testing coverage in relation to revenue, expenditure and balance sheet items.
- Fee and service delivery model to {Region/Location}.

### 3.3 Evaluation Committee

The following persons will be involved in the evaluation of the proposals:

- {Details of persons and their roles}

### 3.4 Conditions of Proposing

#### **1. Conformity of Proposals**

- 1.1. {Client} seeks Conforming Proposals from eligible organisations in response to the RFP.
- 1.2. A Proposer may submit more than one Conforming Proposal.
- 1.3. {Client} reserves the right, in its sole discretion, to give consideration to and accept a Non-Conforming Proposal provided that {Client} deems it to be substantially a Conforming Proposal.
- 1.4. {Client} also reserves the right, in its sole discretion, to give consideration to and accept an Alternative Proposal.

## **2. Legal Relationship**

- 2.1. These Conditions will not form part of the Official Order entered into between {Client} and the Proposer.
- 2.2. The Proposer acknowledges and agrees that no legal rights or obligations will be deemed to have been created between {Client} and any Proposer unless and until a Proposal is accepted.
- 2.3. The Proposer's submission will form part of the contract between the two parties.

## **3. Eligibility to Proposal**

- 3.1. A Proposal may only be submitted by a legal entity which has been invited by {Client}.
- 3.2. {Client} may request the Proposer to provide evidence of its legal status. If so requested, the Proposer shall submit the information within three working days after receipt of the request.
- 3.3. If in the opinion of {Client} a Proposer does not have appropriate financial assets, {Client} reserves the right to reject its Proposal or to make acceptance of its Proposal conditional upon the Proposer entering into a financial guarantee or unconditional performance bond. {Client} may engage an independent financial assessor for the purpose of ascertaining a Proposer's financial position.
- 3.4. {Client} does not contract with entities which are bankrupt, are subject to a winding up order, or have had an administrator appointed.

## **4. Joint Proposals**

- 4.1. The preference is for this contract to be with a single entity. However a joint Proposal from two or more Proposers may be considered by {Client} at its discretion.

## **5. Related Companies**

- 5.1. Where separate Proposals are submitted by related companies, {Client} may seek assurances in relation to the competitiveness of the process.
- 5.2. In this context, a related company is a company which has one or more common controlling shareholders, directors or any other body that has the capacity to influence or control the content or direction of a Proposal.
- 5.3. If so requested by {Client} a Proposer shall, where it is a related company, demonstrate the independent competitive nature of its organisation. {Client} reserves the right, in its sole discretion, to reject a Proposal on the grounds that in {Client}'s opinion there is sufficient evidence of anti-competitive practices in relation to that Proposal.

## **6. Subcontractors**

- 6.1. If a Proposer proposes that any part of the requirement in this Request for Proposal is to be performed under subcontract, the names of the proposed subcontractors and details of the work proposed to be undertaken by them must be set out in the response schedule.
- 6.2. The Proposer in the event of an Official Order being signed will be responsible for the actions of any subcontractor, and will remain responsible for the fulfilment of the requirements under the Contract.

## **7. No Obligation to Proceed**

- 7.1. This invitation to submit a proposal does not commit {Client} in any way to provide funding or assistance to any Proposer. The outcome of the process is subject to the evaluation of all proposals in accordance with the stated assessment criteria and the endorsement of any recommendations of the assessment panel by the Board or delegated officer, unless {Client} discontinues the process at an earlier stage.
- 7.2. {Client} reserves the right to discontinue or cancel the process at any point, without making a determination regarding acceptance or rejection of Proposals. {Client} will not be liable for any losses suffered by any Proposer as a result of discontinuance of the process, including costs of responding.

## **8. Probity**

- 8.1. {Client} is committed to ensuring that competition for the provision of the requirements specified is fair and open. For Proposers this means that:
  - 8.1.1. it will act towards all parties in a fair and impartial manner;
  - 8.1.2. ensure there is accountability and transparency of our processes;
  - 8.1.3. will maintain confidentiality and security of information and materials (within the extent permitted by law);
  - 8.1.4. requires all parties to actively and effectively manage conflicts of interest and
  - 8.1.5. manage processes and decisions to achieve the best value for money;
  - 8.1.6. ensure there is an open post evaluation process for all participants; and
  - 8.1.7. promote ongoing transparency through the delivery of the contracted goods and services back to the original requirements and needs as outlined to the market.

## 9. Disclaimer

- 9.1. The information set out in the RFP requirement is, unless expressly stated otherwise, provided on a 'best endeavours' basis.
- 9.2. Unless expressly stated otherwise in the RFP, {Client} gives no warranty nor makes any representation as to the currency, reliability or completeness of the information contained in the RFP.

## 10. Proposal Enquiries

- 10.1. Proposers who wish to have any aspect of the RFP documents or the evaluation process clarified shall direct their enquiry in writing only to the contact person nominated for that purpose in the RFP. The Proposer should not rely on information provided by any other officer of {Client} in response to an enquiry.
- 10.2. Any additional relevant information provided in response to enquiries may also be communicated to Proposers generally, by means of an Addendum.

## 11. Pre-Proposal Briefing

- 11.1. The details of the Pre-Proposal Briefing are documented in the cover page of this RFP
- 11.2. If the Proposer or its representative does not attend the Pre-Proposal briefing, {Client} will not be responsible for any disadvantage that may be suffered by the proposer. Evidence of attendance will generally be by means of an attendance register signed by attendees but may be by any other means as {Client} sees fit.

## 12. Goods and Services Tax

- 12.1. Unless otherwise called for in the RFP, all sums, prices, fees and rates tendered must be exclusive of GST. Proposers must quote their Australian Business Number (ABN) in their Proposal. Any Proposal submitted without an ABN will not be considered.
- 12.2. "GST" has the same meaning as in the GST Law. "GST Law" means any law imposing a Goods and Services Tax and includes the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

## 13. Property in Proposal Documents

- 13.1. All documents submitted by the Proposer, as part of the Proposal, will become the property of {Client} upon receipt. Once lodged, {Client} may copy, extract or otherwise deal with all or any part of a Proposal for the purpose of conducting the RFP process. {Client} may provide copies of all or any part of a Proposal to its external advisors as part of conducting the RFP.

## 14. Proposal Costs

- 14.1. All costs incurred by any organisation responding to the RFP will be borne by that organisation.

## 15. Validity Period

- 15.1. Proposals must remain open for acceptance (the Validity Period) for a minimum of ninety (90) days after the Closing Date and Time. The Proposer may state a longer period for which its Proposal remains open for acceptance.
- 15.2. The Validity Period of a Proposal may be extended or renewed by mutual agreement between {Client} and the Proposer.

## 16. Conflict of Interest

- 16.1. The Proposer warrants that no conflict of interest which might affect its performance of the requirement set out in the RFP exists as at the time of lodging the Proposal. The Proposer shall immediately inform {Client} upon it becoming aware, during the period of the RFP or during the currency of any resultant Contract, of circumstances which give rise to any actual or potential conflict of interest. The Proposer shall comply with any direction given by {Client} for the purpose of eliminating, avoiding or mitigating such conflict of interest.

## 17. Corrections, Additions and Replacement Proposals

- 17.1. If a Proposer becomes aware of an error or omission in its Proposal and wishes to submit a correction or additional information, this must be lodged before the closing time.
- 17.2. The Proposer may incorporate the correction or addition into a replacement Proposal. A Proposal which the Proposer designates as a replacement Proposal will be deemed as superseding its earlier Proposal, which will then be disregarded.
- 17.3. Proposers should note that since Addenda become part of the RFP it may be necessary to submit a replacement Proposal which incorporates the content of Addenda that were issued after their Proposals have been lodged.
- 17.4. {Client} is not obliged to consider corrections, additional information or replacement Proposals received after the closing time.

## 18. Corrupt or unethical conduct

- 18.1. If a Proposer or any of its officers, employees, agents or subcontractors is found to have:
- 18.1.1. offered any inducement or reward to any Director, employee, agent or subcontractor of {Client} in connection with the RFP or the submitted Proposal;
  - 18.1.2. engaged in corrupt conduct within the meaning of the Independent Commission Against Corruption Act 1988; or
  - 18.1.3. a record or alleged record of unethical behaviour,
- then {Client} may in its discretion reject the Proposal, either forthwith or, at {Client}'s option, after obtaining further information from the Proposer about its conduct.

## 19. Site Visits

- 19.1. {Client} may arrange Site Visits for all proponents have obtain further understanding of the site(s) associated with this Proposal. Where this occurs:
- 19.2. This site visit will be conducted for all Proponents as a group at the one time. Each Proponent may bring no more than five of their Personnel to the site visits. For a Joint Venture proposal, this limit applies in aggregate across all members of the Consortium.
- 19.3. The site visit will be advised in the RFP documentation or via Addendum.

## 20. Individual Workshops

- 20.1. {Client} may offer Proponents the opportunity to participate in individual workshops. The individual workshops are intended to be for discussion and information purposes, with the objective of assisting Proponents to have a clear understanding of the requirements of this RFP. Proponents are not under any obligation to attend any workshop, and Proponents may request workshops of lesser duration than the scheduled duration.
- 20.2. The following will be the Protocols for the workshops:
- 20.2.1. Proponents must propose the specific agenda for each workshop, and forward it to the {Client} Representative at least five Business Days prior to each workshop for the {Client}'s approval. The {Client} may require amendments to the agenda as the {Client} sees fit. Proponents should identify in their agenda any questions or specific discussion items to assist the {Client} preparation of appropriate feedback.
  - 20.2.2. Workshops will generally commence with the Proponent making a presentation and/or asking questions, followed by a short recess for separate consideration by the {Client} of the questions asked by the Proponent, followed by, if the {Client} considers it appropriate, the {Client}'s feedback to the Proponent on the questions asked. However, the {Client} is under no obligation to discuss any matter with any Proponent during the workshops. A Proponent may not rely on any information provided by {Client} during a workshop, unless the {Client} subsequently confirms such information in writing to that Proponent.
  - 20.2.3. The workshops are for discussion and information purposes. The {Client} may require Proponents to leave drawings, design descriptions and similar materials. However, presentations and other materials provided by Proponents at the workshops do not constitute a Proposal and will not be taken into account in the evaluation of Proposals.
  - 20.2.4. No written feedback will be provided to Proponents following a workshop, except where the {Client} chooses to do so.
  - 20.2.5. If a Proponent makes a presentation, that Proponent is not bound to conform with its content in future presentations or any Proposal.
  - 20.2.6. A Proponent may bring no more than 10 of their Personnel to each workshop, unless otherwise agreed in advance with the {Client} Representative. For a Joint Venture Proposal, this limit applies in aggregate across all members of the Joint Venture. Proponents must advise the {Client} Representative of the names and positions of the people attending at least five Business Days prior to each workshop.
  - 20.2.7. The workshops allow Proponents to clarify, discuss and seek information in relation to their Proposal. To assist Proponents to get the best value from them, the {Client} will endeavour to have appropriate technical, operational and commercial parties from the {Client} and business partners attend the workshops.
  - 20.2.8. Workshops are a forum for discussion and information purposes, however Proponents must base their Proposals on this RFP.
- 20.3. A Probity Auditor may be in attendance at all workshops.
- 20.4. {Client} may record workshops.
- 20.5. An indicative workshop schedule is presented in RFP or will be provided by Addendum. A workshop will have a maximum duration of two hours. The {Client} may elect to conduct additional workshops with all or any Proponents at any time. The {Client} Representative will confirm the specific dates for workshops to each Proponent and coordinate the workshops.

## 21. General

- 21.1. Proposals must be in English.

- 21.2. No part of a Proposal may refer to any external sources of information, such as websites or a Proponent's EOI response.
- 21.3. {Client} does not require Proponents to comment on or submit a response to the provisions of this RFP, other than in accordance with Response Section 2
- 21.4. In completing a Proposal, Proponents must not change any pre-existing text in the Proposal Requirements and Format other than to insert or provide the required information.
- 21.5. If, in a Proponent's opinion, the Proposal Requirements and Format does not cover all of the subjects that the Proponent wishes to include in a Proposal, then the Proponent may supplement the subjects in the Proposal Requirements and Format with any additional information the Proponent wishes to provide in a Proposal. For clarity, Proponents may not omit, nor substitute, the subjects that Proponents must cover in the Proposal Requirements and Format but Proponents may add to those subjects.
- 21.6. Proponents must clearly identify and detail all assumptions, qualifications and dependencies on which their Proposal has been based, and inform the {Client} how Proponents would propose to remove any such assumptions, qualifications or dependencies. If no such assumptions, qualifications or dependencies are identified, the {Client} is entitled to assume that there are none.
- 21.7. The laws of New South Wales, Australia, govern this EOI/RFP and the EOI/RFP Stage. Proponents irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

## 22. Alternatives

- 22.1. Proponents may submit alternative Proposals which they believe do not substantially comply with the Scope of Works and Services, but which they still wish the {Client} to evaluate (Alternatives).
- 22.2. A Proponent may submit an Alternative where the Proponent believes substantially complies with the Scope of Works and Services only when they have also submitted a fully conforming proposal.
- 22.3. An Alternative must be separately submitted as a complete and separate Proposal, containing all of the Volumes (and associated information) required by the Proposal Requirements and Format. However the {Client} appreciates that an Alternative will indicate a greater degree of departure from the Scope of Works and Services than Proposals which are not Alternatives.
- 22.4. Alternatives will be evaluated in accordance with the same evaluation criteria as other Proposals which do substantially comply with the Scope of Works and Services.
- 22.5. The evaluation of an Alternative will depend on the extent to which the Alternative is capable of delivering the same or superior outcomes, when compared to the Scope of Works and Services.

## 23. Options

- 23.1. Where allowable in the RFP, Options are additional or replacement components of a Proposal proposed by Proponents, which are separately identified and which the {Client} may elect to adopt. Options are distinguished from Alternatives, in that they are not complete and separate Proposals. Options must include sufficient detail to enable the {Client} to assess them for value. Options must be cross referenced to the relevant part of the Proposal to which they apply.
- 23.2. The pricing of an Option must not make reference to the Proponent's stated price and must be separately identified. Options must be included in {pricing Volume} of Proposals.
- 23.3. Proponents are not required to submit any Options if they do not wish to do so, however the {Client} encourages Proponents to submit Options when requested in the Proposal for specific products or services.

## 24. Proposal Lodgement

- 24.1. As stated in the RFP, Proposals (including any supporting documents) must be lodged electronically as indicated on the Cover Page. Proposals submitted by facsimile will not be accepted.
- 24.2. Exceptions to the requirement for electronic lodgement shall only apply where {Client} has provided prior written approval to a Proposer to lodge a Proposal or part thereof in hard copy or some other physical form.
- 24.3. For proposals submitted electronically, {Client} will determine that Proposals have been lodged by the closing time.
- 24.4. {Client} may, by written notice in an Addendum, extend the closing time.
- 24.5. Electronically lodged Proposals must be submitted in a file format that can be read by either Microsoft Word 2003 or Adobe® Acrobat® Reader 7. Proposers are to ensure that file names do not exceed 100 characters, do not contain symbol characters, and are not stored deep within the Proposer's file directory.
- 24.6. If a Proposal is an Alternative Proposal, or if it is a replacement for a Proposal already lodged, this is to be stated clearly on the first page of the Proposal. The file name should also incorporate characters which identify it as an Alternative Proposal or replacement Proposal.

- 24.7. Proposers may compress electronically submitted Proposals in a format that can be decompressed by WinZip®. Lodgement files should not individually exceed 8 megabytes (MB). Should a response be larger than 8MB, the Proposer should lodge the Proposal in multiple submission ensuring that each upload does not exceed 8MB and clearly identify each upload as part of the proposal. Download time will vary depending on file size and internet connection speed. If a proposal consist of multiple submissions, due to the number of files or file size, it is the responsibility of Proposers to ensure that transmission of all files is completed before the closing time.
- 24.8. Proposers must not submit executable files, as the {Client}'s systems may treat them as viruses.
- 24.9. The email receipt that is sent to the Proposer after successfully uploading the Proposal is the only evidence provided of lodgement of the proposal.

## **25. Opening and Registration of Proposals**

- 25.1. Following the Closing Date and Time, {Client} will determine the process of registering the RFP documentation submitted.

## **26. Late Proposals**

- 26.1. Late Proposals will may be considered except when it is clear that the cause of lateness was beyond the Proposer's reasonable control and {Client} is satisfied that the integrity and competitiveness of the proposal process has not been compromised.
- 26.2. Normally, Proposals lodged past the Closing Date and Time will not be considered further if they are:
- 26.2.1. hand delivered, including hand delivered by courier; or
  - 26.2.2. received through Australia Post - unless the envelope is clearly postmarked before the Closing Date and Time; or
  - 26.2.3. received through Australia Post with only the Proposer's own franking machine imprint on the envelope; or
  - 26.2.4. submitted by electronic communication and the transmission of the Proposal has not been completed before the Closing Date and Time, including where delay may be due to the receiving facility being engaged, faulty or otherwise inoperative.
- 26.3. Notwithstanding the identification of a Closing Date and Time for the lodgement of proposals, {Client} reserves the right, in its absolute discretion, to give consideration to any Proposal received after the Closing Date and Time. This right will be exercised only with good reason and in a manner that will minimise any advantage that may be seen to be gained thereby.

## **27. Evaluation of Proposals**

- 27.1. Proposals will be assessed against the selection criteria listed in the Specification, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 27.2. If any criterion or sub-criterion is stated to be "mandatory" a failure by the Proposal to comply fully with that criterion or sub-criterion will result in exclusion of the Proposal without further consideration.
- 27.3. Information supplied by the Proposer in the Proposer Response section will contribute to the assessment against each criterion. Proposers are advised to respond clearly to all of the selection criteria in the Proposer Response section.
- 27.4. Notwithstanding any other provisions in this clause, where information provided in a Proposal is omitted, illegible or unintelligible, {Client} may treat this as failure to fulfil the relevant requirement.
- 27.5. By submitting a Proposal, the Proposer consents to {Client} seeking further information about the Proposer's organisation, capabilities or previous performance, including from referees concerning prior contracts on which the Proposer may have been involved or affiliates or associates of the Proposer (whether or not nominated by the Proposer in its Proposal).
- 27.6. The Proposer agrees to take part, if called upon to do so in the course of evaluation and provided reasonable notice is given by {Client}, in any or all of the following, either at the Proposer's or {Client}' premises as {Client} may decide:
- 27.6.1. Interview of one or more representatives of the Proposer;
  - 27.6.2. Presentation of the Proposer's offer;
  - 27.6.3. Demonstration of the Proposer's products or proposed solution;
  - 27.6.4. Site visit and inspection of facilities.
- The Proposer acknowledges that in addition to their proposal, the information obtained by the {Client} from these activities, events and other research that the {Client} may undertake on the Proposer may be used as part of the {Agency's} evaluation of the proposal.

## **28. Clarification of Proposals**

- 28.1. {Client} may seek clarification in writing of certain matters to obtain a better understanding of aspects of a Proposal. Generally, Proposers will be expected to respond to clarification requests in writing within 5 business days.
- 28.2. If in {Client}'s opinion the information provided in response to a clarification request has the effect of substantially altering the Proposal, then {Client} may in its discretion disregard the information and either issue a revised clarification request or notify the Proposer that its offer as originally submitted will be assessed.

### **29. Financial Assessment**

- 29.1. The Proposer acknowledges that {Client} may for the purposes of evaluation undertake a financial assessment of the Proposer and may engage an external provider to carry out the task.
- 29.2. Any information provided by the Proposer in relation to such financial assessment and identified by the Proposer as confidential will not be disclosed, either in whole or in part, to any party other than {Client}'s advisors unless with the prior written consent of the Proposer.

### **30. Approval and Notification**

- 30.1. {Client} may accept the whole or any part of any Proposal or Proposals including, subject to these Conditions, a Non-Conforming Proposal or an Alternative Proposal.
- 30.2. {Client} is not bound to accept the lowest or any Proposal or part thereof.
- 30.3. Following {Client}' decision, all Proposers will be notified in writing of the outcome of their Proposals.

### **31. Acceptance of Proposal**

- 31.1. A Proposal is not accepted until notice of acceptance is given by hand to the Proposer or is sent by prepaid post to, or left at, the address provided by the Proposer in the Proposal, or transmitted by electronic means to the Proposer.
- 31.2. Proposers should note that prior to finalisation of the Order, {Client} may enter into negotiations to finalise conditions. The Contract will then be formalised by the execution of the Official Order and its Annexures and attachments.

### **32. Post Proposal Negotiation**

- 32.1. {Client} reserves the right to conduct limited negotiations with recommended Proposers to mutually improve outcomes.
- 32.2. These may include:
  - 32.2.1. reduced rates;
  - 32.2.2. discounts, including discounts to reflect increased spend commitments;
  - 32.2.3. provision of value add services offered in a proposer's response; and
  - 32.2.4. Improving value add commitments.

### **33. No Preferred Proposal**

- 33.1. In the event {Client} determines that none of the Proposals submitted is acceptable, {Client} may enter into negotiations with one or more selected Proposers with the aim of achieving a suitable basis for contracting. This may include negotiations in relation to a Non-Conforming Proposal which in {Client}' opinion is capable of becoming, through negotiation, a Conforming Proposal.
- 33.2. {Client} is under no obligation to negotiate with any Proposer and if all Proposals are rejected then {Client} may invite fresh proposals under the same or different criteria.

### **34. Post-Proposal Debriefings**

- 34.1. The Proposer may request a debriefing on the assessment of its Proposal. This includes a Proposer to whom a Contract has been awarded. Requests for debriefings should be in writing to the contact officer named in the RFP.
- 34.2. Where the debriefing is in relation to a rejected Proposal, the purpose of the debriefing is to explain how the Proposal performed against the selection criteria, rather than in comparison with the successful Proposal, with the object of improving future responses. It is to be distinctly understood that a debriefing will not be an opportunity to contest the RFP outcome.
- 34.3. Debriefings will generally be conducted as face-to-face meetings, and held at {Client} Premises.

### **35. Exchange Of Information Between Government Agencies/Regulators or other required Organisations**

- 35.1. By responding to this RFP, the Proposer authorises {Client} to make available to other Government departments or agencies, regulators or other required organisations (such as {Regulator}) information including, but not limited to, any information provided by the Proposer to {Client} and information relating to the Proposer's performance or financial position.
- 35.2. The Proposer releases and indemnifies {Client} from and against any claim concerning any matter arising out of such communication. Without limitation of the above, the Proposer releases



{Client} from any claim it may otherwise have for any loss to the Proposer arising out of the communication of information relating to such assessment by any Government Department or Agency, Regulator or other required Organisation or the use of such information by the recipient.



# Appendix A. Strategic Plan

## Appendix B. Delegations of Authority