



**FEDERAL COURT
OF AUSTRALIA**



RFT-2020-0019

FOR THE

**Provision of
Recording, Transcription,
AV Support and Maintenance
Services**

**PART D
TECHNICAL RESPONSE SCHEDULE**

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1 Introduction and outline

Tenderers are advised that, in accordance with the Request for Tender (RFT) Terms and Conditions in Part A of the RFT, all information provided to the Federal Court of Australia (the Customer) must be accurate and reflect the Tenderer's due diligence of the terms of this RFT.

Tenderers should address all questions included in this Technical Response Schedule.

Tenderers are welcome to provide their Tender in their own format, but should:

- > maintain the structure provided in Part D - Technical Response Schedule (this document) and Pricing Schedules at Part E of the RFT
- > follow the page limits outlined throughout the Tender Response Schedule
- > number sections in accordance with the Tender Response Schedule and Pricing Schedules at Part E of the RFT
- > number pages uniquely and sequentially, from the first page of their submission where relevant to the completion of the Tender Response Schedule
- > complete the cells indicated in the Pricing Schedules at Part E of the RFT.

2 Services included in this tender

Tenderers are to nominate which services are included in their Tender by including Yes/No in the table below:

Service	Included in this Tender?
> Recording Services (incl provision of Recording Equipment)	YES
> In-Court Monitoring Services	Note to Tenderers: The provision of these Services is mandatory.
> Transcription Services (incl ordering and distribution)	
> Administrative Services (incl storage of recordings and transcripts)	
> Transition Services	
> AV Support and Maintenance Services (incl of Recording Equipment and Court Equipment) as an optional Service.	YES / NO

Tenderers are to note that the provision of AV Support and Maintenance Services is optional and Tenderers can elect if they wish to tender for these services in their response to this RFT.

However, Tenderers are to note that it is the Customer's preference for AV Support and Maintenance Services to be provided under the same contract as the other Services and Tenderers are invited to consider subcontracting these capabilities if not available in-house.

3 Executive Summary

Responses to this section are limited to two (2) pages.

An executive summary may be included. It can outline the Tenderer's service delivery solution or other points the Tenderer deems necessary but should not include any reference to the Tenderer's price.

4 Tenderer's details

Tenderers are required to complete the tables below.

4.1 Company details

Question	Tenderer's Response
Company Name	
Trading Name	< if different to above >
Australian Business Number (ABN)	
Website	
Address of Registered Office	
Primary Place of Business	

4.2 Primary contact for this Tender

Question	Tenderer's Response
Name	
Title	
Phone (office)	
Phone (mobile)	
Email	

4.3 Subcontractors

Tenderers should either:

- > Confirm that the Tenderer will not subcontract the whole or part of the Services; or
- > Nominate any and all subcontractors who will be responsible for the whole or part of the delivery of the Services in the format of the table below.
- > Please complete one table per subcontractor.

Question	Tenderer's Response
Company Name	
Trading Name	<if different to above>
Australian Business Number (ABN)	
Website	
Address of Registered Office	
Primary Place of Business	

For each nominated subcontractor, please explain your previous experience working with this subcontractor, the elements of work to be subcontracted, the significance of the work, the cost of the subcontract and how you plan to ensure subcontracted work is completed to Customer's standards and in accordance with the terms of Contract and Statement of Requirements.

4.4 Referees

Please provide two (2) referees where you have conducted similar services to those outlined in the Statement of Requirements (SOR) at Part B of the RFT. Please note that Section 25.2 of the RFT Terms and Conditions reserves the Customer the right to conduct referee checks with other parties should they wish.

4.4.1 Referee 1

Question	Tenderer's Response
Company Name	
Office address	
Contact Name	
Title	
Phone (office)	
Phone (mobile)	
Email	
Short summary of the Services provided	

4.4.2 Referee 2

Question	Tenderer's Response
Company Name	
Office address	
Contact Name	
Title	
Phone (office)	
Phone (mobile)	
Email	
Short summary of the Services provided	

5 Compliance with the conditions for participation and minimum requirements

The Tenderer should indicate its compliance or otherwise with the Conditions for Participation, as outlined in Section 18 of the RFT Terms and Conditions, and repeated here:

1. Tenderers must be a legal entity at the closing time of this RFT
2. The Tenderer must either:
 - 2.1 hold a Valid and Satisfactory Statement of Tax Record by the Tender Closing Time; or
 - 2.2 have a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the Tender Closing Time, and holds a Valid and Satisfactory Statement of Tax Record no later than four (4) business days from the Tender Closing Time.
 - 2.3 The Tenderer must hold a Valid and Satisfactory Statement of Tax Record for any first tier subcontractor that it proposes, as part of its Tender, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).

The Tenderer should indicate its compliance or otherwise with the Minimum Requirements, as outlined in Section 19 of the RFT Terms and Conditions, and repeated here:

3. Tenders must be in plain English and be legible
4. Tender measurements must be expressed in Australian legal units of measurement
5. Tenders must contain a signed Tenderer's Deed at section 9 of this document.

6 Response to the Evaluation Criteria

6.1 Tenderer's experience and capability

6.1.1 Demonstrated experience in delivering comparable services to comparable organisations

Responses to this section should be limited to five (5) pages, including the tables in question a)

- a) Detail three organisations in Australia for which the Tenderer has provided comparable services in the past five years by completing the following tables

Client 1:

Requirements	Details
Client name	
Location(s)	
Industry	
Years the services were provided in	
Services provided (where applicable to your proposed service offering)	Recording Services
	In-Court Monitoring Services
	Transcription Services
	Administrative Services
	AV Support and Maintenance Services
	Transition Services
Was your organisation the Principal Contractor in this contract (yes/no)	
Key benefits achieved for the client	

Client 2:

Requirements		Details
Client name		
Location(s)		
Industry		
Years the services were provided in		
Services provided (where applicable to your proposed service offering)	Recording Services	
	In-Court Monitoring Services	
	Transcription Services	
	Administrative Services	
	AV Support and Maintenance Services	
	Transition Services	
Was your organisation the Principal Contractor in this contract (yes/no)		
Key benefits achieved for the client		

Client 3:

Requirements		Details
Client name		
Location(s)		
Industry		
Years the services were provided in		
Services provided (where applicable to your proposed service offering)	Recording Services	
	In-Court Monitoring Services	
	Transcription Services	
	Administrative Services	
	AV Support and Maintenance Services	
	Transition Services	
Was your organisation the Principal Contractor in this contract (yes/no)		
Key benefits achieved for the client		

- b) Provide information regarding any other organisations for which the Tenderer has delivered similar services, including:
- > An outline of the services delivered
 - > The dates the services were delivered
 - > Details of how the services are similar to those required by the Customer.

6.1.2 Proposed staffing and management model

Responses to this section should be limited to filling in the tables below and a total of no more than five (5) pages.

Where an individual cannot be identified, provide a position description, detailing the typical experience expected / required to fill the position. The Tenderer should outline the estimated recruitment timeframe.

Nominated senior management team member who will be part of the Relationship Management Group

Name

Position level within the Tenderer's organisation

Relevant experience (in years) providing similar services to similar clients

Qualifications

Previous projects where the person has provided similar services to similar clients

The Tenderer's nominated Contract Manager who will be part of the Contract Management Group

Name

Position level within the Tenderer's organisation

Relevant experience (in years) providing similar services to similar clients

Qualifications

Previous projects where the person has provided similar services to similar clients

First example of a person who would provide Transcription Services

Name

Is this person an employee of the Tenderer or a contractor to the Tenderer?

Relevant experience (in years) providing similar services to similar clients

Qualifications

First example of a person who would provide Transcription Services

Previous projects where the person has provided similar services to similar clients

Second example of a person who would provide Transcription Services

Name

Is this person an employee of the Tenderer or a contractor to the Tenderer?

Relevant experience (in years) providing similar services to similar clients

Qualifications

Previous projects where the person has provided similar services to similar clients

First example of a person who would provide In-Court Monitoring Services

Name

Is this person an employee of the Tenderer or a contractor to the Tenderer?

Relevant experience (in years) providing similar services to similar clients

Qualifications

Previous projects where the person has provided similar services to similar clients

Second example of a person who would provide In-Court Monitoring Services

Name

Is this person an employee of the Tenderer or a contractor to the Tenderer?

Relevant experience (in years) providing similar services to similar clients

Qualifications

Previous projects where the person has provided similar services to similar clients

6.1.3 Tenderer's ability to retain and recruit high-quality staff (particularly transcribers)

Responses to this section should be limited to two (4) pages

Provide details of the processes to be followed to ensure positions are filled with qualified people, both for the start of the Contract and if positions become vacant during the Contract Term. Tenderers should outline how they will retain, train, back fill positions and undertake succession planning.

Tenderers should specifically outline how they recruit, vet, and performance manage:

- > Transcribers
- > Real Time Transcription personnel
- > In-Court monitors
- > AV Support and Maintenance Services personnel (if included in the Tender).

6.2 Tenderer's service delivery model

Responses to sections 6.2.1 to 6.2.7 should be limited to a combined thirty (40) pages.

In the following please outline your approach to delivering the Services as described in the SOR to the Service Levels requested in the SOR.

Tenderers need to ensure that they consider the below in light of the details contained in the relevant sections of the SOR.

6.2.1 Tenderer's approach to delivery of Recording Services

Detail how the Tenderer intends to:

- > provide Recording Services
- > ensure the quality of Recording Services and outline the Tenderer's Quality Management Processes
- > design and implement processes to book a Recording Service and how the Tenderer will deal with changes occurring prior to the scheduled Recording
- > facilitate Recordings of Teleconferences and Videoconferences
- > design processes for notification of when a Recording should start and stop (especially in the FCoA/FCC environment where In-Court Monitoring generally does not occur)
- > provide Recording Equipment within all required Locations (including portable recording equipment)
- > provide Recording Equipment and Recording Services in Circuit Locations including uploading of audio
- > complete sound checks and monitor audio feeds while Recording
- > implement in-court audio playback services for Recordings of Proceedings occurring on that day
- > transfer audio files to a central storage location and give access to transcribers
- > provide access to audio files to parties after the Proceedings concluded and how the Tenderer will ensure only authorised parties can access these recordings
- > design and implement an Audio Portal for the Customer to access Recordings
- > implement additional requirements for Native Title Proceedings and Remote FCA Proceedings.
- > outline or attach the Tenderer's process for ensuring the confidentiality of Recordings.

6.2.2 Tenderer's approach to delivery of In-Court Monitoring Services

Detail how the Tenderer intends to:

- > provide In-Court Monitoring Services at each of the required locations for FCA and FCoA Appeals Division
- > ensure the quality of In-Court Monitoring Services and outline the Tenderer's Quality Management Processes
- > take Appearances

- > deal with delays, on the day changes and cancellations
- > provide In-Court Monitoring Services pertaining to Native Title Proceedings and Remote FCA Proceedings

Please provide details of accommodation and facilities requirements to deliver the In-Court Monitoring Services

6.2.3 Tenderer’s approach to delivery of Transcription Services

Detail how the Tenderer intends to:

- > provide Transcription Services within the requested turnaround times
- > ensure the quality of Transcription Services and outline the Tenderer’s Quality Management Processes
- > provide Real Time Transcription Services
- > transcribe Draft Judgements, Ex Tempore Judgements and Decisions by Registrars
- > provide the Online Order System for Transcripts
- > deliver Transcripts to person who ordered Transcript and complimentary copy to Customer
- > design a process to provide transcripts from audio files that were not recorded by the Tenderer
- > provide Transcripts pertaining to Native Title Proceedings and Remote FCA Proceedings
- > outline or attach the Tenderer’s process for ensuring the confidentiality of transcripts.

6.2.4 Tenderer’s approach to delivery of Administrative Services

Detail how the Tenderer intends to:

- > provide storage and retrieval services
- > provide archiving services
- > organise disposal of audio and transcription files after the required retention period
- > provide training for Customer staff
- > provide ad-hoc consulting services and the benefits of those services to the Customer.

6.2.5 Tenderer’s approach to delivery of AV Support and Maintenance Services (optional)

If nominated in section 2 of this Schedule as a Service included in this Tender, detail how the Tenderer intends to:

- > provide preventative maintenance services
- > provide reactive maintenance services to Tenderer owned Recording Equipment and Customer AV Infrastructure Equipment
- > implement help desk services
- > organise, where directed, replacement of the Customer’s AV Infrastructure
- > provide on-site technicians in the requested locations

- > engage and manage subcontractors
- > ensure the quality of AV Support and Maintenance Services.

6.2.6 Tenderer’s approach to contract and performance management

Detail the proposed approach to meeting the requirements of the contract and performance management (Section 8 and Section 9 of the SOR), including:

- > the Tenderer’s contract and performance management model to be utilised in the Contract, how this aligns with the Customer’s needs and how it will remain flexible in order to meet the Customer’s needs as they change
- > propose any additional regime for consideration by the Customer including if KPIs and Performance Standard/Performance Targets are achieved/not achieved. The Customer is especially interested in reward mechanisms around KPI 7: “Percentage of Transcripts delivered within the timeframes specified when Transcript was ordered”
- > how the Tenderer will monitor and manage KPIs and align its actions with the Customer’s expectations.
- > how the Customer’s reporting requirements can best be met/implemented, including if they can be linked to and tracked within the Online Ordering System so that the Court can easily reconcile the following:
 - ordered Transcripts and Recordings
 - cancelled or modified Transcripts and Recordings
 - status of Transcript Orders, i.e. “Commenced”, “On-time delivery”, “Delayed” etc.
 - delivered Transcripts and Recordings
 - invoiced Transcripts and Recordings.
- > examples of reports used for similar clients, including dashboard and monthly reporting.

6.2.7 Tenderer’s approach to ensure and maintain capacity to deliver the Services

Detail how the Tenderer has the resource capacity to deliver each of the Services as outlined in the SOR to all Court Locations, Circuit Locations and other locations (for example, Hearing Rooms, meeting rooms etc. which are not Court Rooms), and where requested, for Remote FCA Proceedings.

The Tenderer should demonstrate to the Customer’s satisfaction that it will be able to sustain sufficient trained Transcription personnel to deliver the required Transcription volumes to the standards described in Section 4 of the SOR, for the duration of the Contract.

Tenderers should similarly detail how they will ensure they have sufficient personnel to ensure the AV Support and Maintenance Services are delivered to the performance standards described in Section 6 of the SOR.

Tenderers are encouraged to provide a table that outlines the number of proposed (and expected to be resourced) personnel required to facilitate the delivery of each Service, and location as required.

6.2.8 Tenderer's approach to Transition management

Response to this section should be limited to four (4) pages

The Tenderer is to provide a detailed outline in the form of a transition-in plan of how they will undertake a seamless Transition of current arrangements to the Tenderer's control, including:

- > development of timeline (in the format of a milestone schedule, such as a Gantt Chart) showing the start and finish date for all identified tasks, the Commencement Date and the full-service Effective Date
- > details of the proposed personnel who will be responsible for managing the Transition and their roles and responsibilities including which personnel will become business as usual (BAU) staff
- > the roles, responsibilities and resource requirements for the Customer
- > the tasks the Tenderer will complete during Contract Transition-In
- > processes to be observed for phasing in of the Tenderer's required personnel, systems, facilities and equipment
- > how the Tenderer proposes to maximise the knowledge transferred between the Customer and its own staff.

6.2.9 Tenderer's approach to innovation

Response to this section should be limited to three (3) pages

Propose any technology innovation or process innovation that the Tenderer anticipate they could implement over the Term of the Contract and the benefits this would create for the Customer.

This may include how the Tenderer would implement Speech to Text technology solutions in the Customer's operating environment while achieving the required quality standards described in the SOR. Tenderers should familiarise themselves with the detail provided at Section 4.6 of the SOR.

Tenderers should further propose a mechanism to share between the Customer and the Service Provider any savings resulting from the implementation of new technology or process improvements.

6.2.10 Tenderer's approach to Disaster Recovery, Business Continuity, Data Management, Risk Management and IT security

The Tenderer is to provide the details of a high level framework for how the Tenderer intends to approach each of the following:

- > Disaster Recovery
- > Business Continuity
- > Data Management
- > Risk Management.

Tenderers must also complete **Attachment B - Third Party Security Questionnaire** at section 10 of this document. It is divided into a number of discrete sections each one addressing a particular aspect of Information and IT Security.

The information provided within this document will be used by the Customer's IT Security to assess the security controls implemented by the Service Provider and will be used as the basis of any further work to be undertaken by the Service Provider. The Customer must be notified if there are any changes to the Service Provider's systems that may impact the questions answered in this document.

The purpose of the column headed "Answer Guidelines" is to provide the Tenderer completing the assessment with example answer topics to consider when filling in the assessment.

6.3 Tenderers cultural fit with the Customer

The Tenderer's understanding of the Customer's challenges and its ability to address these challenges.

Responses to this section should be limited to a total of three (3) pages.

6.3.1 Understanding of each of the courts' challenges

- > detail of the Tenderer's understanding of the unique requirements associated with the delivery of the Services to the Customer across all courts and jurisdictions
- > detail of the Tenderer's understanding of Critical Success Factors outlined in the SOR and how the Tenderer has addressed these in the design of their service delivery

6.3.2 Demonstrated ability to address these challenges

- > provide examples of where the Tenderer has faced similar unique requirements and how the Tenderer was able to meet those requirements
- > detail the Tenderer's own values and culture, and how the Tenderer instils and maintains these values and culture in their staff
- > detail how the Customer's culture and environment will influence the Tenderer's management of its staff and affect the Tenderer's dealings with the Customer.

7 Pricing Schedules

7.1 Introduction

The Pricing Schedules are provided in separate documents in Microsoft Excel format at Part E. The Pricing Schedules should be completed and returned in the same Microsoft Excel format.

Tenderers are to note the distinct differences in the preferred commercial models across the jurisdictions stated in the sections below.

To accommodate for these differences, the Pricing Schedules have been split across three files which comprise Part E:

1. **Pricing Schedule 1 – Federal Court of Australia**, including proceedings heard by other courts, tribunals or judicial bodies in relation to which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report).
2. **Pricing Schedule 2 - FCoA, FCC and all other Entities** (other than the FCA)
3. **Pricing Schedule 3 – AV Support and Maintenance** for all Jurisdictions (FCA, FCoA and FCC). Completion of this Pricing Schedule is optional.

Tenderers should not make substantive changes to the Pricing Schedules. By way of example, adding additional rows to allow for more information would not be a substantive change. Adding additional columns, to change the type of fee represented, would be considered a substantive change.

Tenderers should fill in all blue and orange shaded cells and not enter information into any other cells.

Should the Tenderer wish to provide alternative pricing responses, both a Compliant and a Non-Compliant Pricing response should be provided.

7.2 Pricing Schedule 1 - FCA

The pricing provided within this schedule will include the Federal Court of Australia, including proceedings heard by other courts, tribunals or judicial bodies in relation to which FCA Judges and Registrars perform duties (as identified in the FCA Annual Report).

7.2.1 Preferred Commercial Model

The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for all Services required to produce the Transcript and include all costs associated with the Recording, in-Court Monitoring, production, Online Ordering Portal, payments, electronic soft copy distribution, secure transfer, storage and retrieval of transcripts and recordings.

The Customer's preferred commercial model for the Federal Court of Australia is for transcripts to be provided at no or nominal cost to the FCA, regardless of requested turnaround times.

All non-standard costs are to be provided at the appropriate place in the remaining tabs of Pricing Schedule 1.

7.2.2 Tabs to be completed by the Tenderer

Below is an overview of the tabs included in Pricing Schedule 1.

#	Tab	Instructions/Guidance
0.1	Instructions	<ul style="list-style-type: none"> > Contains instructions for the Tenderer to follow when preparing their pricing response
0.2	Tenderer's details	<ul style="list-style-type: none"> > This Schedule contains the contact details of the Tenderer
1	Recording Services	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged for Recording Services (including all associated tasks described in section 2 of Part B - SOR) > The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for Recording Services. Extra Charges should only apply where, for example, the Recording Services occur outside of Court Locations listed in the Data Pack, a cancellation was necessary on short notice or where the Recording Services are required outside of Business Hours.
2	In-Court Monitoring	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged for In-Court Monitoring Services (including all associated tasks described in section 3 of Part B - SOR) > The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for in-Court Monitoring Services. Extra Charges should only apply where, for example, the In-Court Monitoring Services occur outside of Court Locations listed in the Data Pack, a cancellation was necessary on short notice or where the In-Court Monitoring Services are required outside of Business Hours.
3	Transcription	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged to the recipients of Transcripts (including all associated tasks described in section 4 of Part B - SOR) > All prices to be on a per folio (100 words) basis, incl GST > The 'price per folio' stated must include all standard costs for all Services required to produce the folio and includes all costs associated with the recording, in-Court Monitoring, transcript production, Online Ordering Portal, payments, electronic soft copy distribution, secure transfer, storage and retrieval of transcripts and recordings other than those non-standard costs stated in the other tabs of this document > The Customer's preferred commercial model is for transcripts to be provided at no or nominal cost to the FCA. Tenderers should take this into account when filling in the orange shaded fields in this tab.
4	Real Time Transcription	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged for Real Time Services as described in the SOR and Attachment C to the SOR > Real Time Transcription Services are only ordered by Litigants, not by the Customer. As such the prices included in the below are to be charged to the ordering Litigant(s).

#	Tab	Instructions/Guidance
		<ul style="list-style-type: none"> > The cost of Real Time Transcript includes all costs associated with this service and includes the storage and retrieval of transcripts and recordings > The Customer is to receive a complimentary copy of all Real Time Transcript ordered by Litigants or a third party. Where Real Time Transcript is not ordered by Litigants, the Real Time Transcript is to be provided to the FCA at no or nominal cost the FCA.
5	Administrative Services	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged to the Customer for Administrative Services (including all associated tasks described in section 5 of Part B - SOR) > The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for Admin Services. Extra Charges should only apply where, for example, Consulting and Advisory Services are required.
6	Transition Services	<ul style="list-style-type: none"> > This Schedule contains the fees and resources required for the Transition Services at the commencement and conclusion of the Contract (including all associated tasks described in section 7 of Part B - SOR) > Tenderers should include explicitly a cost item to state the cost associated with the transfer of existing material (Recordings and Transcripts) from the incumbent to the Tenderer.
7	Assumptions	<ul style="list-style-type: none"> > This Schedule outlines any assumptions made by the Tenderer in developing the Tenderer's Pricing Schedules > Tenderers should also state any method of calculation proposed for fee escalations during the Extension Period. Tenderers are to note that all prices are fixed during the Initial Term (Years 1 to 4).

7.3 Pricing Schedule 2 - FCoA, FCC and all other Entities

The pricing provided within this schedule is for all other jurisdictions not included in Pricing Schedule 1 and therefore will include the FCoA and the FCC and all other Entities.

7.3.1 Preferred Commercial Model

The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for all Services required to produce the folio and include all costs associated with the Recording, in-Court Monitoring, production, Online Ordering Portal, payments, electronic soft copy distribution, secure transfer, storage and retrieval of transcripts.

Where the FCoA/FCC, Litigants or other individuals/organisations do not order a Transcript for a specific Proceeding, the Service Provider may charge the FCoA/FCC for the costs associated with Recording and in-Court monitoring for that Proceeding.

All non-standard costs are to be provided at the appropriate place in the remaining tabs of Pricing Schedule 2.

7.3.2 Tabs to be completed by the Tenderer

Below is an overview of the tabs included in Pricing Schedule 2:

#	Tab	Instructions/Guidance
0.1	Instructions	> Contains instructions for the Tenderer to follow when preparing their pricing response
0.2	Tenderer's details	> This Schedule contains the contact details of the Tenderer
1	Recording Services	<ul style="list-style-type: none">> This Schedule contains the fees to be charged for Recording Services (including all associated tasks described in section 2 of Part B - SOR)> Recording fees in this Schedule should include a proportion of the Administrative Services charges stated at tab 4 (eg for file storage, retrieval and disposal of Transcripts and Recordings)> The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for Recording Services. Extra Charges should only apply where a Transcript for a Proceeding was not ordered or, for example, the Recording Services occurred outside of Court Locations listed in the Data Pack, a cancellation was necessary on short notice or where the Recording Services are required outside of Business Hours.
2	In-Court Monitoring (for FCoA Appeals Division only)	<ul style="list-style-type: none">> FCoA Appeals Division only> This Schedule contains the fees to be charged for In-Court Monitoring Services (including all associated tasks described in section 3 of Part B - SOR)> The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for in-Court Monitoring

#	Tab	Instructions/Guidance
		Services. Extra Charges should only apply where a Transcript for a Proceeding was not ordered or, for example, the In-Court Monitoring Services occur outside of Court Locations listed in the Data Pack, a cancellation was necessary on short notice or where the In-Court Monitoring Services are required outside of Business Hours.
3	Transcription	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged to the recipients of Transcripts (including all associated tasks described in section 4 of Part B - SOR) > All prices to be on a per folio (100 words) basis, incl GST > The 'price per folio' stated must include all standard costs for all Services required to produce the folio and includes all costs associated with the recording, in-Court Monitoring, transcript production, Online Ordering Portal, payments, electronic soft copy distribution, secure transfer, storage and retrieval of transcripts and recordings other than those non-standard costs stated in the other tabs of this document
4	Administrative Services	<ul style="list-style-type: none"> > This Schedule contains the fees to be charged to the Customer for Administrative Services (including all associated tasks described in section 5 of Part B - SOR) > The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for Admin Services. Extra Charges should only apply where, for example, Consulting and Advisory Services are required.
5	Transition Services	<ul style="list-style-type: none"> > This Schedule contains the fees and resources required for the Transition Services at the commencement and conclusion of the Contract (including all associated tasks described in section 7 of Part B - SOR) > Tenderers should include explicitly a cost item to state the cost associated with the transfer of existing material (recordings and transcripts) from the incumbent to the Tenderer.
6	Assumptions	<ul style="list-style-type: none"> > This Schedule outlines any assumptions made by the Tenderer in developing the Tenderer's Pricing Schedules > Tenderers should also state any method of calculation proposed for fee escalations during the Extension Period. Tenderers are to note that all prices are fixed during the Initial Term (Years 1 to 4).

7.4 Pricing Schedule 3 -AV Support and Maintenance Services

This Schedule applies to the FCA, FCoA and FCC and outlines the fees to be charged to the Customer for AV Support and Maintenance Services.

The submission of Pricing Schedule 3 is optional: Only Tenderers who have included AV Support and Maintenance Services in their Tender must submit Pricing Schedule 3.

Below is an overview of the tabs included in Pricing Schedule 3:

#	Tab	Instructions/Guidance
0.1	Instructions	<ul style="list-style-type: none"> > Contains instructions for the Tenderer to follow when preparing their pricing response
0.2	Tenderer's details	<ul style="list-style-type: none"> > This Schedule contains the contact details of the Tenderer
1	Maintenance Services	<p>Table A: AV Support and Maintenance Service Fees</p> <ul style="list-style-type: none"> > Outline the detail of any items or other costs required to deliver Maintenance Services > Outline the unit basis for pricing each item > Tenderers should submit the cost per unit > Tenderers should price the Annual cost for the Initial Term for each item > Provide any comment or assumption as required <p>Table B: Rate Card</p> <ul style="list-style-type: none"> > Tenderers should list all the roles it will require to deliver AV Support and Maintenance Services > Tenderers should submit the hourly rate (incl GST) for each role > Tenderers should submit the daily rate (incl GST) for each role > Tenderers should submit the annual rate (incl GST) for each role > Provide any comment or assumption as required
2	Transition Services	<ul style="list-style-type: none"> > This Schedule contains the fees and resources required for the Transition Services at the commencement and conclusion of the Contract (including all associated tasks described in section 7 of Part B - SOR) > Tenderers should state in this schedule all Transition Cost related to the transition of AV Support and Maintenance Services.
3	Assumptions	<ul style="list-style-type: none"> > This Schedule outlines any assumptions made by the Tenderer in developing the Tenderer's Pricing Schedules > Tenderers should also state any method of calculation proposed for fee escalations during the Extension Period. Tenderers are to note that all prices are fixed during the Initial Term (Years 1 to 4).

8 Compliance

8.1 Compliance with the Statement of Requirements (SOR)

Tenderers are required as part of the Tender to state their compliance to the SOR at Part B of the RFT (including the stated Service Levels). In the table below, Tenderers should specify the section number(s) of the SOR with which the Tenderer does not agree or comply.

Tenderers should include any comments they have on the draft KPIs contained in section 9.2 of the SOR in the table below.

Unless the Tenderer expressly states otherwise, the Tenderer is taken to agree or comply with the provisions of the SOR. In completing the 'Compliance Status' column in the table below, Tenderers should indicate their level of compliance with each provision using the terms "agree", "does not comply", "partially complies" or "does not understand".

These terms have the following meanings:

agree	means that the Tenderer will comply without amendment
does not comply	means that the Tenderer will not comply without amendment
partially complies	means that the Tenderer will comply partially and that some amendment is required
does not understand	means that the Tenderer does not understand

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

- > specific reason for the partial non-compliance; and
- > specific language of any proposed amendment, including any deletions or additional provisions.

Section	Compliance status	Comments

8.2 Compliance with the Draft Contract

Tenderers are required as part of the Tender to state their compliance with the Draft Contract at Part C of the RFT. Tenderers should specify the clause number(s) of the Draft Contract, in the table below, with which the Tenderer does not agree or comply.

Unless the Tenderer expressly states otherwise, the Tenderer is taken to agree or comply with the provisions of the Draft Contract. In completing the 'Compliance Status' column in the table below, Tenderers should indicate their level of compliance with each provision using the terms "agree", "does not comply", "partially complies" or "does not understand".

These terms have the following meanings:

agree	means that the Tenderer will comply without amendment
does not comply	means that the Tenderer will not comply without amendment
partially complies	means that the Tenderer will comply partially and that some amendment is required
does not understand	means that the Tenderer does not understand

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

- > specific reason for the partial non-compliance; and
- > specific language of any proposed amendment, including any deletions or additional provisions.

Clause	Compliance status	Comments

8.3 Benefits to the Australian Economy

For procurements above \$4 million for non-construction goods and services, the Commonwealth Procurement Rules require the Customer to consider the economic benefit of a procurement to the Australian economy as part of their value for money assessment. As this RFT will potentially result in total expenditure in excess of \$4 million this requirement applies.

To enable this assessment, Tenderers should include information they consider relevant to the anticipated economic benefit to the Australian economy.

Examples of information Tenderers might include, but are not limited to:

- > competitive pricing;
- > building, leasing or procuring infrastructure that supports Australian communities;
- > providing skills and training that benefit Australian communities;
- > employing workers in Australia;
- > paying taxes in Australia;
- > the environmental benefit of the proposed solution to Australia, for example, low environmental impact through energy efficient inputs;
- > contributing to positive social outcomes in Australian communities;
- > using Indigenous businesses;
- > using SMEs in delivering goods and services, such as a subcontractor or a supplier;
- > sharing knowledge, skills and technology with SMEs; and
- > using goods and services from a business that provides services of persons with a disability.

In assessing value for money, the criteria for evaluation will take into account the potential economic benefit to the Australian economy for the duration of the Contract.

8.4 Statement of Tax Record

From 1 July 2019, Tenderers and their Subcontractors tendering for Australian Government contracts over \$4 million (including GST) must obtain a Statement of Tax Record showing satisfactory engagement with the tax system.

Further guidance is available on the ATO's website: <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/>

Tenderers must include in their Tender either:

- (a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or
- (b) a receipt demonstrating that a Statement of Tax record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a Valid and Satisfactory Statement of Tax Record within 4 business days from the Tender Closing Time.

The Tenderer must hold a Valid and Satisfactory Statement of Tax Record for any Subcontractor that it proposes, as part of its response, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).

The Tenderer represents that any new Subcontractor not included in its Tender that it subsequently engages to deliver Services with an estimated value of over \$4 million (GST inclusive) provides it with a Satisfactory Statement of Tax Record that is Valid at the time of entry into the subcontract.

8.5 Conflict of interest

Tenderers are required to represent and declare whether, at the time of lodging their response, a conflict of interest concerning itself or a related entity exists, or might arise during the Contract Term or in relation to the Tender.

Tenderers are also asked to outline how the Tenderer would deal with any conflict of interest that may arise during the Contract Term.

8.6 Financial, Legal and Insurance

8.6.1 Financial compliance

- > please indicate the number of years the company has been operating as a business
- > please provide a copy of the Tenderer's last three year's audited financial statements, including a copy of the auditors statement and a copy of the Tenderer's Annual Report.
- > Please provide a summary as follows:
 - Financial statement summary – AUD\$

Item	Year to date	Previous financial year	Next to previous financial year
Operating income			
Interest paid			
Net operating income			
Dividends / distributions / drawings paid			
Cash at bank			
Total current / financial assets			
Total assets			

Item	Year to date	Previous financial year	Next to previous financial year
Level of debt			
Total current liabilities			
Total liabilities			
Total equity			

8.6.2 Legal compliance

a) please either:

- > confirm that the Tenderer is not subject to any petition, claim, action, judgment or decision which would be likely to adversely affect the Tenderer's capacity to supply the Services; or
- > if the Tenderer is subject to petitions, claims, actions, judgments or decisions which would be likely to adversely affect the Tenderer's capacity to provide the requirement, please provide details.

b) please confirm that the Tenderer will comply with relevant legislation that covers the supply of the Services, including but not limited to Work, Health and Safety and industrial relations.

8.6.3 Insurances in place

- > please outline the Tenderer's current insurance details, in the format of the table below, noting the insurance requirements outlined at clause 56 of the Draft Contract at Part C of the RFT:

	Public & Product Liability	Professional Indemnity	Workers Compensation
Name of insurer			
Policy Number			
Amount of coverage per claim			
Renewal date			

9 Attachment A - Tenderer's Deed

Tenderer Declaration

Instructions for completing this Tenderer Declaration.

1. Execution by companies *incorporated in Australia*

- 1.1 The form of the Tenderer Declaration included in the RFT is designed for completion by a company incorporated in Australia. A Tenderer may use one of the **example execution blocks** supplied below or may insert any other execution block that complies with section 127 of the *Corporations Act 2001* (Cth):

Example execution blocks - companies incorporated in Australia	
<i>Execution by company - with common seal (EXAMPLE)</i>	
<p>Executed as a deed in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by affixing the common seal of [* Limited] (ABN/ACN [*]) in the presence of:</p> <p style="text-align: right;">[SEAL]</p>	
_____	_____
Director Signature	Director/Secretary Signature
_____	_____
Print Name	Print Name
_____	_____
Capacity	Capacity

Example execution blocks - companies incorporated in Australia

Execution by company - without common seal (EXAMPLE)

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* (Cth) by [*** Limited**] (ABN/ACN [*****]) in the presence of:

_____	_____
Director Signature	Director/Secretary Signature
_____	_____
Print Name	Print Name
_____	_____
Capacity	Capacity

Execution by an Attorney (EXAMPLE)

Note to Tenderers:

Where the Tenderer Declaration is executed by an attorney under a power of attorney on behalf of a company incorporated in Australia, the Respondent should submit with its executed Tenderer Declaration a copy of the relevant power of attorney. Powers of attorney must be in the form of a deed executed in accordance with section 127 of the Corporations Act 2001 (Cth).

Each attorney executing this deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

**Signed Sealed and
Delivered for [* Limited]
(ABN/ACN [*])** by its
attorney [under power of
attorney | registered
book [*] No [*] | dated [*]]
in the presence of:

_____	_____
Witness Signature	Attorney Signature
_____	_____
Print Name	Print Name

2. Execution by companies not incorporated in Australia

2.1 Where the Tenderer Declaration is completed by a company not incorporated in Australia, the company should:

- 2.1.1 if registered in Australia, include the company's ABN or ARBN (or if not registered in Australia, include any equivalent registration number in its jurisdiction of incorporation, in the place of the ABN or ARBN);
- 2.1.2 use an appropriate execution block (such as the **example block** provided below);
- 2.1.3 state the company's jurisdiction of incorporation;
- 2.1.4 execute the Tenderer Declaration in accordance with the relevant requirements of the jurisdiction of its incorporation; and
- 2.1.5 on request from the FCA, and at the expense of the Tenderer, provide a legal opinion from:
 - (a) a legal practitioner registered to practise in the relevant jurisdiction confirming that the Tenderer Declaration has been executed in accordance with the relevant requirements of the jurisdiction in which it has been executed, and is valid and legally binding on the relevant company; and
 - (b) a legal practitioner registered to practise in Australia, confirming that the Tenderer Declaration is enforceable in the Australian Capital Territory.

2.2 The legal opinions should also confirm that the relevant company has validly and irrevocably appointed an Australian based law firm as its agent for acceptance of service of proceedings by the department for breach of the Tenderer Declaration.

Example execution block - companies not incorporated in Australia

Execution by company with / without common seal (EXAMPLE)

SIGNED, SEALED AND
DELIVERED by [FOREIGN
CORPORATION NAME] in [SEAL]
the presence of:

Signature of witness

Signature of authorised
signatory

Name of witness

Name of authorised signatory

This Deed Poll is made on

2019

By

[insert party name] [(ACN [*])][registered in [*] incorporated in [*] of [*] (the **Tenderer**)

IN FAVOUR OF the Commonwealth of Australia (represented by and acting through the Federal Court of Australia) (ABN 49 110 847 399) (the **FCA Entity**).

Recitals

- A The FCA has issued a Request for Tender (**RFT**) <insert> for the provision of Transcription and Recording Services (the **Services**).
- B The successful Tenderer(s) will provide the Services to the FCA Entity, Federal Court of Australia (**FCA**), Federal Circuit Court (**FCC**) and/or the Family Court of Australia (**FCAoA**), and any other approved Users, in accordance with a resultant Contract following the Tender process.

It is agreed as follows.

3. Definitions and Interpretation

- 3.1 Capitalised terms not defined in this Tenderer Declaration have the meaning given in the RFT.
- 3.2 Headings are for convenience only and do not affect interpretation.
- 3.3 The following rules apply unless the context requires otherwise:
- (a) the singular includes the plural, and the converse also applies;
 - (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (c) a reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
 - (d) a reference to a clause or schedule is a reference to a clause of, or schedule to, this Tenderer Declaration;
 - (e) a reference to an agreement or Document (including a reference to this Tenderer Declaration) is to the agreement or Document as amended, supplemented, novated or replaced, except to the extent prohibited by this Tenderer Declaration or that other agreement or Document;
 - (f) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
 - (g) a reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately); and
 - (h) the rule of interpretation does not apply to this Deed Poll to the detriment of a party because that party was responsible for the drafting of this Deed Poll or any part of it.

4. Benefit of this Tenderer Declaration

- 4.1 The Tenderer acknowledges and agrees that the undertakings in this Tenderer Declaration are given for the benefit of, and may be relied upon and enforced by, the FCA Entity, FCA, FCC, FCoA, and any other User receiving the benefit of the Services.

5. Unauthorised information in Tenders

- 5.1 The Tender to which this Deed Poll is appended (**Tender**) has not been prepared with the benefit of:
- (a) information obtained from a current or former officer or employee of the Commonwealth of Australia (**Commonwealth**) in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of Part 5.6 of the Schedule to the *Criminal Code Act 1995* (Cth) or the *Public Service Regulations 1999* (Cth); or
 - (b) information otherwise improperly obtained from the FCA Entity or any other department or agency of the Commonwealth.

6. Conflicts of Interest

- 6.1 The Tenderer warrants and undertakes that:
- (a) apart from any existing Conflict of Interest set out in the Tender at the date of submitting this Tender, no Conflict of Interest, including any perceived Conflict of Interest, exists concerning itself or a related entity affecting the performance of the services should it be successful with its Tender;
 - (b) if, before finalisation of the RFT process a Conflict of Interest, including any perceived Conflict of Interest, arises concerning itself or a related entity, the Tenderer will notify the FCA Entity immediately in writing of that conflict or risk of conflict; and
 - (c) it has, or will be able to obtain, the skills and resources likely to be required to properly perform the Services.
7. The Tenderer understands and/or has taken appropriate advice on the Tender process and its requirements and, except as expressly set out in its Tender, agrees to all conditions, including without limitation obligations and acknowledgments, included in this RFT.

8. Tenderer Warranties

- 8.1 The Tenderer warrants that:
- (a) through its officers, employees or agents, it has not attempted and will not attempt, to influence improperly any officer or employee of the FCA in connection with the assessment of the Tender;
 - (b) it will not, in negotiating the terms of any Contract with the FCA Entity, FCA, FCC, or FCoA, depart from the information it has provided or statements or claims it has made in its Tender;
 - (c) it will keep confidential all communications taking place between the Tenderer and the FCA Entity, FCA, FCC or FCoA in the negotiation of the terms of any Contract with the FCA, FCC or FCoA;
 - (d) the information contained in the Tender is true and correct; and

- (e) it will provide at the Tenderer's expense reasonable assistance to the FCA Entity, FCA, FCC and FCoA to assist it in any checking undertaken under the RFT or in respect of the Tender.

8.2 The Tenderer will, after lodgement of its Tender, promptly notify the FCA Entity of any changes to:

- (a) its corporate structure;
- (b) its ownership structure; or
- (c) the basis upon which it will have access to the necessary skills, resources, or corporate or financial backing to deliver the services as proposed under the Draft Contract attached to the RFT.

8.3 If a change under clause 8.2 above alters any of the information or assurances that the Tenderer has given in the Tender or that I have given in this Deed Poll or otherwise, the Tenderer will immediately:

- (a) notify the FCA Entity in writing of the change;
- (b) identify with specificity (including the relevant page, clause, schedule, exhibit and other like reference to the Tender, and any other material and information provided to the FCA), all such information and assurances; and
- (c) state in detail the alterations to such information and assurances required by such change.

9. Tenderer Consent

9.1 The Tenderer consents to and authorises the FCA Entity and its officers, employees, agents or advisers to:

- (a) undertake such confidential references, probity and credit checks as the FCA Entity considers appropriate; and
- (b) seek any financial information required for the purpose of establishing the financial viability of the Tenderer.

10. Declaration about Black Economy Procurement Connected Policy

10.1 The Tenderer represents that if it is the successful Tenderer and its Satisfactory Statement of Tax Record is or will be no longer Valid at the time any Contract will be entered into with the FCA Entity, FCA FCC or FCoA, it will, if requested by the FCA Entity, FCC, or FCoA, provide the FCA Entity, FCA FCC, or FCoA as applicable with a renewed Valid and Satisfactory Statement of Tax Record prior to the Contract being entered into.

10.2 The Tenderer acknowledges that if it is the successful Tenderer it will be required to:

- (a) hold a Valid and Satisfactory Statement of Tax Record for the duration of any Contract entered into with the FCA Entity, FCA, FCC or FCoA and, on request by the FCA Entity, FCA, FCC or FCoA, provide to the customer a copy of any such Statement of Tax Records;
- (b) ensure that any first tier subcontractor it engages to deliver goods or services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record for the duration of any subcontract in relation to those goods or services; and

- (c) retain a copy of all Statement of Tax Records held by any first tier subcontractor in accordance with clause 10.2(a) and, on request by the FCA Entity, FCA, FCC or FCoA, provide to the FCA Entity, FCA, FCC or FCoA a copy of any such Statement of Tax Records.

10.3 The Tenderer acknowledges that if it is the successful Tenderer and it does not comply with the requirements outlined in clause 10.2(a) that it will be a breach of the Contract.

11. Declaration about Small to Medium Enterprises

11.1 The Tenderer is a small to medium enterprise (i.e. an entity employing fewer than 200 employees).

Yes/No

11.2 The Tenderer is an Indigenous business (i.e. any business that is 50 per cent or more Indigenous owned).

Yes/No

12. Declaration about Proceedings (see clause 57 of the RFT)

The Tenderer †

declares that there are **no** proceedings (as defined in clauses 4.6, 4.23 and 4.25.5 of the RFT) that, to the best of the Tenderer’s knowledge and belief after having made proper enquiry, are taking place, pending or threatened, against the Tenderer or a Related Body Corporate (either in Australia or overseas) where such proceedings will or have the potential to impact adversely upon either:

- (i) the Tenderer’s capacity to perform and fulfil its obligations if contracted as a result on the RFT process; or
- (ii) the Tenderer’s reputation.

OR

discloses the following proceedings (as defined in clauses 4.6, 4.23 and 4.25.5 of the RFT):

proceedings declarations (if applicable)

13. Declaration about Workplace Gender Equality (see clause 47 of the RFT)

Note to Tenderers: Under Australian Government procurement policy, Tenderers are obliged to indicate whether or not its organisation is covered by the Workplace Gender Equality Act 2012 (Cth) (WGE Act). A Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations of 100 or more employees). For information about the WGE Act, contact the Workplace Gender Equality Agency on +61 2 9432 7000.

The Tenderer is †

a relevant employer, and the Tenderer has included in its Tender a current letter of compliance from the Workplace Gender Equality Agency which indicates its compliance with the *Workplace Gender Equality Act 2012 (Cth)*.

OR

a relevant employer, and, if the Tenderer is selected as a successful Tenderer, the Tenderer will obtain a letter of compliance from the Workplace Gender Equality Agency which indicates its compliance with the *Workplace Gender Equality Act 2012 (Cth)*. The Tenderer understands that it must provide this letter before FCA will enter into a Contract with the Tenderer.

OR

not a relevant employer.

14. Declaration about Illegal Workers (see clause 49 of the RFT)

The Tenderer declares that †

it, and any party proposed by the Tenderer to provide any of the Services, has received a penalty or order arising from a Court or Tribunal decision in relation to an Illegal Worker; and

Yes No

if it has received a penalty or order, it, and any party proposed by the Tenderer to provide any of the Services, has fully complied with a penalty or order arising from a Court or Tribunal decision in relation to an Illegal Worker.

Yes

No

Not Applicable

15. Lobbying Code of Conduct (see clause 58.5 of the RFT)

15.1 The Tenderer represents and warrants that it has not breached the Lobbying Code of Conduct or the Australian Public Service Commission (**APSC**) Circular 2008/4, *Requirements relating to the Lobbying Code of Conduct and Post Separation Contact with Government* where its activities fall within the scope of the Lobbying Code of Conduct.

16. Laws

- 16.1 The Tenderer represents that, to the best of its knowledge after having made proper enquiry, it has complied with, and will continue to comply with:
- (a) Part 4 of the *Charter of United Nations Act 1945* (Cth) and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2008* (Cth), and that neither the Tenderer, nor any of its proposed subcontractors are listed as terrorists under either of those Acts;
 - (b) any obligations applicable to the Tenderer contained in the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
 - (c) the *Work Health and Safety Act 2011* (Cth); and
 - (d) all other relevant laws in preparing and lodging its Tender and taking part in the RFT process.

17. Taxes

17.1 The Tenderer acknowledges and agrees that it is responsible for all Taxes (if any) in connection with negotiating, preparing, executing and performing this Declaration, the Contract, and participating in the RFT process.

18. Governing Law

18.1 This Declaration is subject to and is to be construed in accordance with the laws in force in the Australian Capital Territory.

18.2 The courts of the Australian Capital Territory will have non-exclusive jurisdiction to decide any matter arising out of this Declaration.

Executed and delivered as a Deed Poll at [insert place].

[Tenderer to insert appropriate execution block]

10 Attachment B - Third Party Security Assessment Questionnaire (TPSQ)

Introduction

This document must be completed by the organisation providing services (vendor) to the Federal Court of Australia. It is divided into discrete sections, each one addressing a particular aspect of information and IT security.

The information provided will be used by Federal Court IT Security to assess the security controls implemented by the vendor and as the basis of any further work to be undertaken by the vendor.

The Federal Court must be notified if there are any changes to the vendor's systems that alter the responses to questions provided in this document.

The purpose of the column headed "Answer Guidelines" is to provide the vendor with example answer topics to consider when completing the assessment.

If you have any queries regarding this questionnaire, please contact the Federal Court IT Security Advisor email: itsa@fedcourt.gov.au

After completion, the assessment should be returned to the sender.

Item No:	Issue	Answer Guidelines	Tenderer's Response
INFORMATION/ IT SECURITY POLICY			
1	<p>Does your company have any of the following accreditation:</p> <ul style="list-style-type: none"> • ASD IRAP • ISO 27001, or • SSAE 16 	<ul style="list-style-type: none"> • <i>These Personnel Security accreditations define how service companies report on IT compliance controls to provide assurance to customers</i> • <i>If your company has multiple office locations, specify the applicability of the accreditation (i.e. for location x)</i> 	
2	<p>Does your company have an IT security policy that is approved and supported by senior management?</p>	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>a documented security policy</i> • <i>an IT security policy that approved by senior management</i> • <i>staff awareness of the IT security policy compliance procedures to ensure the IT security policy is read and understood</i> • <i>regular reviews of the security policy at planned intervals or when significant changes occur</i> 	
INTERNAL ORGANISATION			
3	<p>What is your company's management commitment to information/IT security?</p>	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>active management support of security within your organisation</i> • <i>clear direction, demonstrated commitment, and acknowledgment of information/ IT security responsibilities</i> 	
4	<p>Does your company have an independent review of information/IT security?</p>	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>control objectives, policies, processes, and procedures for information/ IT security independently reviewed at regular intervals, or when significant changes occur</i> 	
EXTERNAL PARTIES			
5	<p>How does your company ensure that IT security responsibilities are addressed by third party companies and contractors that provide services to your company?</p>	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>comprehensive employment contracts including:</i> <ul style="list-style-type: none"> - <i>confidentiality clauses</i> - <i>reference to security responsibilities</i> - <i>penalties/disciplinary proceedings for non-compliance</i> - <i>regular staff compliance returns for security responsibilities and other legal and regulatory requirements</i> 	
PERSONNEL SECURITY			
6	<p>How does your company ensure prospective employees are appropriately vetted for sensitive roles?</p>	<p><i>Do you obtain:</i></p> <ul style="list-style-type: none"> • <i>employment references / other verification of previous employment</i> • <i>evidence of stated academic and professional qualifications</i> • <i>credit reference checks</i> • <i>police record checks</i> • <i>Independent identity checks (e.g. passport)</i> 	

Item No:	Issue	Answer Guidelines	Tenderer's Response
7	How does your company ensure security responsibilities are addressed by staff?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>comprehensive employment contracts including:</i> <ul style="list-style-type: none"> - <i>reference to security responsibilities</i> - <i>penalties/ disciplinary proceedings for non-compliance</i> - <i>regular staff compliance returns for security responsibilities and other legal and regulatory requirements</i> 	
8	What measures does your company have in place to prevent over-reliance on key personnel?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>adequate backup for all key roles</i> • <i>fully documented procedures</i> • <i>succession planning</i> 	
9	What controls does your company have in place for employee resignation or dismissal?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>termination procedures covering removal of access to buildings, systems etc.</i> • <i>automated feeds from payroll/HR into department responsible for revoking physical access to building and logical access to company systems</i> • <i>regular review of system access rights</i> • <i>automated expiry date on contractor site and system access</i> 	
PHYSICAL SECURITY			
10	How does your company prevent unauthorised access, damage and/or interference to business premises?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>on-site access controlled at all times</i> • <i>authorised, justified and supervised visitor access</i> • <i>24x7 on-site security guards</i> • <i>CCTV monitoring of external perimeter and external access points</i> • <i>sensitive processing areas segregated with additional access controls</i> • <i>a fit for purpose site location</i> 	
11	How does your company prevent unauthorised access, damage and/or interference to business equipment and/or processing facilities servicing the Federal Court?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>adequate fire protection</i> • <i>physically segregated access zones within the building</i> • <i>CCTV coverage</i> • <i>access control mechanisms (e.g. card swipe systems, biometrics etc.) including the authorisation, review and revocation process</i> • <i>access to the computer room(s) restricted to authorised persons</i> • <i>access by external personnel (service and telecom engineers, cleaners etc.) restricted and supervised</i> • <i>servers and network components racked appropriately unless self-standing</i> 	

Item No:	Issue	Answer Guidelines	Tenderer's Response
12	What environmental controls does your company have in place to protect the computer room facility (if applicable)?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>air conditioning with heat and humidity sensors</i> • <i>gas dump fire suppressant system with roof and floor void sensors</i> • <i>flood detection systems</i> • <i>VESDA</i> • <i>uninterruptable Power Supply (UPS)</i> • <i>backup generator(s)</i> • <i>dual power feed and resilient network connections</i> • <i>cabling properly trunked and secured</i> • <i>premises located in a flood zone</i> 	
13	How does your company ensure environmental controls remain effective and operational (if applicable)?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>building management system</i> • <i>24/7 monitoring</i> • <i>scheduled maintenance</i> • <i>onsite engineers</i> • <i>adequate spare parts maintained on site</i> • <i>up to date maintenance contracts</i> 	
MEDIA AND DATA SECURITY AND DISPOSAL			
14	How does your company ensure the safe handling of Federal Court information?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>classification and safe handling of third party (e.g. Federal Court) data</i> • <i>media information storage and handling procedures i.e. media (disks, tapes, CDs etc.) held in secure storage, all media appropriately labelled etc.</i> 	
15	How does your company ensure the secure disposal/destruction of Federal Court data?	<p><i>With data provided on media (tapes or CD/DVD)</i></p> <ul style="list-style-type: none"> • <i>are all labels removed</i> • <i>what methods of permanent data erasure are used</i> • <i>identify the software used to delete Federal Court data on server/pc hard drives</i> • <i>describe the process used to permanently destroy Federal Court data</i> • <i>is there physical destruction of the media e.g. shredding, incineration</i> • <i>do you use a specialist third party with appropriate contract</i> 	
SYSTEMS MANAGEMENT			
16	How does your company ensure the required service is provided at the right time and for the agreed duration?	<ul style="list-style-type: none"> • <i>do you propose to have SLAs in place with Federal Court prior to commencement of the service, specifying Federal Court requirements, change control procedures etc.</i> • <i>what is your frequency of review of compliance with the SLA</i> • <i>do you have a process to inform all outages or reduced service delivery to Federal Court</i> 	
17	Does your company use a third party vendor to provide cloud computing services (IaaS, PaaS, or SaaS) that you use to provide Federal Court services?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>ASD certified cloud services provider</i> • <i>high availability in the form of a redundant datacentre</i> • <i>data stored, backed up and processed in another country</i> 	

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18	Will your company equipment and services be for the sole use of Federal Court?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>equipment that will be used in the provision of service to Federal Court that will also be used to provide services to other companies</i> 	
19	How does your company ensure the ongoing service availability in the event of a system failure?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>failover/redundant systems for the service</i> <i>regular backups that cover different time periods e.g. daily, weekly, monthly backup and where are these stored</i> <i>encrypted backups</i> <i>protection of backup media whilst on-site, off-site (secure fireproof safe) and in transit</i> 	
20	How does your company ensure the system is sized to meet service levels?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>capacity requirements monitored and regularly reviewed and systems and networks scaled accordingly</i> 	
21	Does your company have a process to manage system changes for the Federal Court?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>a change management system</i> <i>named contacts at Federal Court who are responsible for authorising any changes</i> <i>changes adequately approved, tested in a test environment prior to implementation in production</i> 	
22	How is security administered on your company systems?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>security administrators separate from system/application administrators (separation of duty)</i> <i>developers with access to production systems</i> <i>roles and responsibilities clearly documented</i> <i>audit trails of administrator access subject to review</i> 	
23	How does your company manage patching and vulnerabilities?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>vulnerability alerting services and mailing lists from application/operating system suppliers for vulnerability fixes and patch releases</i> <i>a risk assessment process for patching</i> <i>procedures in place to ensure that the live system is not adversely affected by any fix/patch</i> 	
CONTINGENCY/ RESILIENCE			
24	Does your company have business continuity management processes implemented to reduce the disruption caused by disasters, incidents and/or security failures?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>named individuals with overall responsibility for business continuity management</i> <i>documented business continuity plans (BCPs)</i> 	

Item No:	Issue	Answer Guidelines	Tenderer's Response
25	With what frequency is your company contingency and business recovery plans reviewed?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>regular review of BCPs (how often are plans tested)</i> <i>contingency planning provided at each separate geographical location which complies with all controls detailed in this checklist</i> 	
PLATFORM SECURITY			
26	Are your company server builds standardised and hardened to a level appropriate to the environment in which they operate?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>documented platform security standard(s) covering the level of hardening implemented e.g. all unnecessary and redundant network services, devices, processes, protocols, system and network utilities, programs and accounts, are disabled/removed</i> <i>all operations/services running with minimum privileges required</i> <i>appropriate file system security applied</i> <i>strong user account and password controls (min length, max length, failed attempts, history, lockout etc.)</i> <i>defined configuration settings based on the 'least privilege' principle</i> 	
27	Is staff access to information and business processes controlled on the basis of business and security requirements, with the principle of "least privilege"?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>user and administration accounts unique, justified, authorised and regularly reviewed</i> <i>default accounts deleted or disabled</i> <i>default passwords changed</i> <i>a system where significant activity is logged, stored and reviewed</i> <i>access to audit trails restricted</i> <i>minimum privileges required by the user to fulfil their role</i> <i>high privileged accounts e.g. root: only used under change control procedures and not for day-to-day system operation</i> <i>privileged account access logged and reviewed</i> <i>controls applied to the authorisation, allocation and use of high privileged ids/passwords</i> 	
28	How does your company ensure data integrity and confidentiality?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>data/ systems risk assessed and classified</i> <i>relevant data secured and only accessible by authorised parties</i> <i>cryptographic controls securely managed where implemented</i> <i>documented procedures</i> 	
29	How does your company ensure the integrity of your computing infrastructure?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> <i>anti-virus software installed on servers and PCs</i> <i>up to date anti-virus software with latest signatures</i> <i>whitelisting to only allow authorised applications on PCs and servers</i> 	

Item No:	Issue	Answer Guidelines	Tenderer's Response
30	What procedures does your company have in place for remaining up to date with operating systems security fixes, and performing adequate testing before applying to production servers?	<p><i>Do you:</i></p> <ul style="list-style-type: none"> • <i>subscribe to vendor and security mailing lists</i> • <i>document security vulnerability management process</i> • <i>have emergency change management processes</i> • <i>test systems available to verify patches and system upgrades</i> • <i>apply patching/ fixes to test servers first</i> 	
31	Is your company's key systems configuration data maintained in accordance with system vendor recommendations?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>documented system configuration and are these maintained with version and change control</i> 	
32	Does your company have integrity checking of critical system files implemented to detect/prevent malicious and/or accidental changes?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>Host-Based Intrusion Detection System (HIDS)</i> • <i>Integrity checking software</i> • <i>whitelisting technology</i> 	
APPLICATION SECURITY			
33	Is access to your company information and business processes controlled on the basis of business and security requirements?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>user permissions restricted to only the systems users need to do their jobs (role based access)</i> • <i>application access via authorised accounts and subject to password controls</i> • <i>user accounts regularly reviewed to ensure access is still required and is appropriate to the job role: starter/transfer/leaver process</i> 	
34	Does your company have appropriate application password controls?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>application password complexity controls (mix of alpha and numeric characters, upper and lower case, special characters etc.)</i> • <i>minimum password length</i> • <i>password expiry</i> • <i>password history</i> • <i>lockout after n attempts</i> 	
35	What mechanisms does your company have in place to ensure all significant activity is logged, stored and reviewed?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>restricted access to the audit logs produced on a separate audit log server</i> • <i>full audit trail maintained for all additions/amendments/deletions and/or other application transactional activity</i> • <i>independent review of audit logs</i> • <i>audit trails retained according to business and/or regulatory requirements</i> 	
36	Is your company data secured and only accessible by authorised parties?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • <i>strict database controls</i> • <i>encryption of authentication data and all other high risk data</i> 	

Item No:	Issue	Answer Guidelines	Tenderer's Response
		<ul style="list-style-type: none"> recognised encryption algorithms with appropriate key lengths encrypted backups 	
37	What procedures does your company have in place for remaining up to date with application security fixes?	<p>Do you have:</p> <ul style="list-style-type: none"> subscriptions to vendor and security mailing lists application security vulnerabilities identified and tracked security fixes and application/system patches applied and if yes how often a system to ensure a patch/fix will not adversely impact the live service application testing methodology including regression testing process and emergency change 	
38	How does your company ensure the integrity of your application software?	<p>Do you have:</p> <ul style="list-style-type: none"> escrow agreement in place for bespoke-developed software approval and authorisation process for package software documented system development lifecycle methodology secure application design and coding principles applied (e.g. OWASP, SANS-CWE, or WASC, etc.) QA function/process documented testing methodology change and version control mechanism 	
NETWORK SECURITY			
39	Does your company have a secure and robust infrastructure to protect Federal Court services from external connectivity?	<p>Do you have:</p> <ul style="list-style-type: none"> perimeter security, firewall infrastructure, use of DMZs, VLANs etc. (network architecture) routers enforcing ACLs dedicated firewalls for Federal Court use firewalls that perform stateful inspection reputable firewall software/systems firewall appliance based (hardware) or application based (software) – if software, how has the firewall platform been hardened unnecessary services/ports, source and destination addresses removed all access prohibited by default and only authorised access enabled internet service databases non-internet addressable, and located on the internal network, behind multiple firewalls, physically and logically segregated process in place to include Federal Court in the authorisation process for any changes to firewall configuration firewalls with real-time logging and alerting capabilities 24x7 monitoring with immediate response when unauthorised activity is detected 	
40	Does your company have intrusion detection systems (IDS)/intrusion prevention systems (IPS) implemented	<p>Do you have:</p> <ul style="list-style-type: none"> network and/or host based IDS/IPS implemented 	

Item No:	Issue	Answer Guidelines	Tenderer's Response
	where internet services are provided?		
41	What security testing has been performed on the external facing infrastructure?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • server scans by internal security team • network penetration testing by your teams and external specialists • frequency plan for when these tests are conducted 	
42	How will you notify Federal Court if a significant attack is identified against your company that may affect your service to Federal Court?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • a process to ensure incidents affecting security are reported through appropriate management channels within an agreed timeframe • specific person(s) identified at the Federal Court who you will escalate information to • a documented incident response and threat management process 	
43	What mechanisms does your company have in place to identify and deal with a security breach outside of core business hours in a timely manner?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • intrusion detection system (host and/or network) with auto call out (e.g. via email or SMS) to standby security personnel • 24/7 network operations centre with appropriately skilled monitoring staff • documented security incident handling procedure 	
44	Is your company access for remote support and troubleshooting purposes strictly controlled?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • two-factor authentication (credentials plus e.g. tokens) • access via a secure gateway • encrypted sessions • restricted network access • support IDs only enabled for duration of troubleshooting activity • all troubleshooting activity logged and subject to independent review 	
45	Is third party access to your company (for support access to your systems) controlled?	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • third party access to your systems to provide support to you governed by a contract detailing security requirements • third party access with minimum privileges and revoked upon task completion • authorisation required for remote access sessions • third party remote access authentication uses secure mechanisms • logical access controls based on 'least privilege' principle • logging and review of actions performed during remote access sessions 	
REGULATORY AND COMPLIANCE			
46	The design, operation, use and management of your company information systems may be subject to statutory, regulatory	<p><i>Do you have:</i></p> <ul style="list-style-type: none"> • compliance with any legislative and regulatory requirements that impact your business and your contract with Federal Court 	

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	and contractual security requirements.		