

Commonwealth Contract – Services



Australian Government

Commonwealth Contract – Services

Reference ID: Coxswain Grade 2 - Training Delivery

Customer

Customer Name: "The Commonwealth of Australia, as represented by the Australian Federal Police"
Customer ABN: 17 864 931 143
Address: PO Box 401
Canberra ACT 2600

Supplier

Full Name of the Legal Entity: Sea School International Pty Ltd
Supplier ABN: 27 140 038 713
Address: Unit 14/16 Princes Street
Newport NSW 2106

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Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless it is terminated earlier.

Event	Details
Contract Start Date:	The date this contract is executed by the last party to do so.
Contract Term:	This Contract will terminate on Friday, 8 July 2022.
Contract Extension Option:	N/A

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C.A.2 The Requirement

Delivery of training which qualifies 12 AFP members with and certifies them in the following:

- Certificate I in Maritime Operations (Coxswain Grade 2 Near Coastal)
- Short Range Marine Radio Operators Certificate of Proficiency
- Australian Maritime Safety Authority Mandated Practical Assessment

The training is required to commence before the end of July 2021.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

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

Australian Standards

The Supplier must comply with the following Australian Standard(s):

AS Number	Title

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
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Coxswain Cert 1 Grade 2 Training	s 47E(c)	s 47E(c) @afp.gov.au	31/08/2021
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C.A.2(e) Meetings

The Supplier is not required to attend meetings.

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

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Superintendent/Coordinator PRS
Email Address:	PID@afp.gov.au
Telephone:	s 47E(c)

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Superintendent/Coordinator PRS
Email Address:	PID@afp.gov.au
Telephone:	s 47E(c)

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$13,680.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
31/08/2021	Coxswain Cert 1 Grade 2	\$11,880.00	\$0.00	\$11,880.00
31/08/2021	Marine Radio	\$1800.00	\$0.00	\$1800.00

Total Fixed Price for Services \$13,680.00 GST Exempt

C.A.3(a) Payment Schedule

The Total Fixed Fees and Charges will be made as a single payment on completion of contracted deliverables.

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Procurement Team
Currently:
Telephone:
Mobile:
Email Address: @afp.gov
Postal Address: PO Box 401

Canberra ACT 2600

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: AFP Accounts and Client services
Telephone:
Email Address:
Postal Address: PO Box 401

Canberra ACT 2600

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: Sea school International Pty Ltd
Position Title: Training Team
Telephone: 611300666416
Mobile:
Email Address:
Postal Address: Unit 14/16 Princes Street

Newport NSW 2106

C.A.4(d) Supplier's Address for Notices

Name: Sea School International
Position Title: Training Team
Email Address:
Postal Address: Unit 14/16 Princes Street

Newport NSW 2106

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C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

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

C.B.1 Intellectual Property

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment

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

C.B.4 Definitions and Interpretation for clauses C.B.4 – C.B.9

C.B.4.1 In clauses C.B.4 to C.B.9, the following definitions apply:

AFP Act	means the <i>Australian Federal Police Act 1979 (Cth)</i> .
AFP Appointee	has the same meaning as given to that term in the AFP Act.
Business Day	means a day that is not a Saturday, Sunday, or public holiday in the Australian Capital Territory.
Commissioner	means the Commissioner of the Australian Federal Police (including his/her delegates).
Determination	means a determination by the Commissioner under section 35 of the AFP Act.
Positive Test Result	means a result of Testing for Prohibited Drugs demonstrating the presence of a prohibited drug.
Testing for Prohibited Drugs	means the testing described in clause C.B.7, conducted in accordance with the form of consent at Annexure A.

C.B.5 Engagement and Non-Publicity

C.B.5.1 The Supplier acknowledges and agrees, that it, its officers, employees, agents and subcontractors and its subcontractors' personnel (to the extent that any of those persons provide Services to the Customer under this Contract and including Specified Personnel) (**Personnel**):

- (a) are engaged by the Customer to provide Goods and/or Services under this Contract as consultants and/or independent contractors, pursuant to section 35(1) of the AFP Act; and

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- (b) must comply with section 60A (Secrecy) of the AFP Act, and any other provision of the AFP Act applicable to its provision of Goods and/or Services.

C.B.5.2 The Supplier must not, without the prior written consent of the Customer:

- (a) use the Customer's name or logo;
- (b) suggest any endorsement by the Customer, including noting the Customer as a client of the Supplier on advertising or promotional material;
- (c) make any public announcement or issue any media release about this Contract;
- (d) identify the Customer as a client or customer of the Supplier; or
- (e) discuss with (or communicate to) a third party, any aspect of this Contract, including any Goods and/or Services that it provides to the Customer.

C.B.6 Organisational Suitability Assessment

C.B.6.1 The Customer may, in its sole and absolute discretion, require the Supplier, or one or more of the Specified Personnel, to submit to an organisational suitability assessment (OSA).

C.B.6.2 If any Specified Personnel refuse to submit to an OSA required under clause C.B.6.1, the Supplier must ensure that person is not engaged in, or is otherwise immediately removed from, the provision of the Goods and/or Services.

C.B.6.3 Where the Supplier or Specified Personnel agree to submit to an OSA, and the Customer requires an interview as part of the OSA process, the Customer will:

- (a) make the necessary interview arrangements;
- (b) be responsible for the costs of conducting the OSA; and
- (c) reimburse reasonable travel and accommodation expenses incurred by the Supplier or Specified Personnel in attending the OSA interview, where those expenses are substantiated to the Customer's reasonable satisfaction.

C.B.6.4 Following the conduct of an OSA, the Customer will notify the Supplier of whether the Supplier or Specified Personnel have been assessed as:

- (a) suitable to provide the Goods and/or Services;
- (b) suitable to provide the Goods and/or Services subject to such conditions, or further actions, as required by the Customer; or
- (c) not suitable to provide the Goods and/or Services.

C.B.6.5 The Customer will not be:

- (a) required to substantiate or otherwise provide any reasons where it assesses Specified Personnel as not suitable; or
- (b) liable in any way in respect of any claims by the Supplier or any Specified Personnel in connection with that OSA.

C.B.6.6 The Supplier must not provide, for the provision of the Services, any Specified Personnel who:

- (a) will not comply with any conditions, or courses of action, required by the Customer under clause C.B.6.4(b);
- (b) will not comply with any other conditions imposed by the Customer; or
- (c) have been assessed as not suitable to provide the Services.

C.B.6.7 If the Supplier refuses to participate in an OSA, comply with any conditions or actions required by the Customer under clause C.B.6.4(b), or the Customer assesses the Supplier as not suitable to provide the Services under clause C.B.6.4(c), the Customer may terminate this Contract immediately.

C.B.6.8 For the avoidance of any doubt, clause C.B.6.7 is a provision of this Contract permitting the Customer to terminate this Contract under clause C.C.16 [*Termination for Cause*].

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C.B.7 Testing for Prohibited Drugs

- C.B.7.1 Where required by the Customer, the Supplier must ensure Specified Personnel:
- (a) execute a consent form substantially in the form of Annexure A;
 - (b) participate in Testing for Prohibited Drugs; and
 - (c) comply with any direction of the Customer in relation to the conduct of Testing for Prohibited Drugs.
- C.B.7.2 The Customer will:
- (a) bear the costs of conducting Testing for Prohibited Drugs; and
 - (b) not be liable to pay any fee or compensation to the Supplier or Specified Personnel for their participation in Testing for Prohibited Drugs in accordance with clause C.B.7.1.
- C.B.7.3 If the Supplier or any Specified Personnel refuse to comply with the requirements of clause C.B.7.1, or return a Positive Test Result, the Customer may, in its sole and absolute discretion:
- (a) require the removal of the Specified Personnel under clause C.C.13 [*Specified Personnel*]; or
 - (b) terminate this Contract immediately.
- C.B.7.4 For the avoidance of any doubt, clause C.B.7.3(b) is a provision of this Contract permitting the AFP to terminate this Contract under clause C.C.16 [*Termination for Cause*].

C.B.8 AFP Appointee Determination

- C.B.8.1 The Supplier acknowledges and agrees that each of its Specified Personnel are consultants or independent contractors for the purposes of section 35(1) of the AFP Act, and may be subject to a Determination.
- C.B.8.2 During the Contract Term, the Commissioner may make a Determination.
- C.B.8.3 If the Commissioner makes a Determination, the Supplier must, as soon as practical:
- (a) inform the subject of the Determination that a Determination has been made; and
 - (b) obtain two executed Deeds of Personal Obligation (substantially in the form of Annexure B) from the subject of the Determination, and provide those Deeds to the Commissioner for countersignature (following which, the Commissioner will return one copy to the subject for their records, and retain the other).
- C.B.8.4 The Supplier must provide any assistance reasonably required by the Customer in ensuring the subject of a Determination complies with their obligations as an AFP Appointee.
- C.B.8.5 If the subject of a Determination is either unable, or unwilling, to sign a Deed of Personal Obligation as required under this clause C.B.8, the Customer may require the subject to be removed from work in relation to the provision of the Services under clause C.C.13 [*Specified Personnel*] of the Commonwealth Contract Terms.

C.B.9 Confidential Information

- C.B.9.1 With reference to clause C.C.22.C [*Confidential Information*] of the Commonwealth Contract Terms, the Deed Poll of Confidentiality at Annexure C is the form of written undertaking relating to nondisclosure of the Customer's confidential information that is acceptable to the Customer.
- C.B.9.2 In addition to clause C.C.22.C [*Confidential Information*] of the Commonwealth Contract Terms, the Supplier must not, and must ensure that its employees, agents and subcontractors do not use or disclose any information received (whether orally or in writing) in the course of providing the Goods and/or Services to the Customer. This obligation extends to all formal or informal provision of Goods and/or Services to the Customer, and any formal or informal exercise or purported exercise of the Customer's powers, functions or duties.

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C.B.9.3 For the purpose of clause C.C.22.C [*Confidential Information*] of the Commonwealth Contract Terms, the Customer's confidential information includes:

Item	Reasons for confidentiality	Period of Confidentiality
All information howsoever received or obtained (including orally or in writing) in the course of providing services to the Customer, including any formal or informal exercise of Customer duties, functions or powers.	National security, national interest, Customer operations, business in confidence information or methodology, reputation of the Customer or the Customer's ability to perform its statutory functions.	Indefinite

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Annexure A – Consent Form to Participate in Testing for Prohibited Drugs

PLEASE READ THE FOLLOWING BEFORE SIGNING THIS CONSENT FORM

1. **Why is testing for prohibited drugs necessary?**

The AFP has in place a policy of prohibition on the use of illicit drugs by AFP personnel and persons providing services to the AFP. This is in recognition of the serious effect of illicit drugs on modern-day society and of the importance of the AFP, as a law enforcement agency, being committed to the highest standards of personal integrity and professionalism.

To ensure that the AFP's workplace remains drug-free, your employer or prime-contractor ('employer'), in the course of providing services to the AFP, has agreed to participate in this testing process.

2. **What does the testing process involve?**

You may be selected to undertake a test for prohibited drugs at any time during the course providing services to the AFP. Typically, this involves an initial test either before or around the time of commencing work on AFP premises. Subsequent tests may be random and will usually take place during your normal working hours.

The testing process is carried out in accordance with Australian Standard AS 4308 — 1995 (as amended or replaced from time to time), and includes the provision of a body sample of a kind specified by the AFP. A sample is most likely to be the provision of a urine sample. An information sheet about the collection and testing process will be provided to you once you have been selected to participate in a test.

3. **What is the testing process designed to detect?**

The test is intended to detect prohibited drugs, meaning any unlawful drug including cannabis, cocaine, heroin, amphetamines and psychotropic substances.

4. **Am I required to sign this Consent Form and participate in this testing process?**

Although you have the option not to participate in the testing process, it is a prerequisite if you wish to provide goods or services to the AFP. Your employer has agreed that all its personnel undertaking work for, or on behalf of, the AFP will participate in testing for prohibited drugs.

A refusal or failure by you to participate in the testing process or undergo a test at any time will entitle the AFP to deny or withdraw your authorisation to perform work for, or on behalf of, the AFP.

5. **What if I return a positive test result for prohibited drugs?**

Prior to any action being taken in relation to a positive test result, all such results will be reviewed by the AFP's Medical Review Officer and Medical/Science Panel. This may include re-analysis of the sample to confirm whether the positive result is considered a verified positive result.

A verified positive result means traces of prohibited drug(s) were detected by the testing process and this will entitle the AFP to have your suitability for continued delivery of goods to the AFP re-assessed. This will usually mean the AFP will refuse to allow you to provide goods to the AFP or remain on AFP premises.

6. **Will the AFP inform my employer if I return a positive test result or I do not participate as required?**

A positive test result or your refusal or failure to participate in the testing process will entitle the AFP to prevent you from providing goods to the AFP. By signing this consent form, you agree that the AFP will inform your employer of these details. It is necessary to inform your employer because the AFP will need to let your employer know that you are not entitled to provide any further goods to the AFP.

At no time will the AFP request that your employer terminate your employment or engagement with them. The AFP will merely request that you not perform work for, or on behalf of, the AFP. It is a matter for your employer to determine your general employment suitability in any other capacity.

7. **Will I be criminally investigated if I return a positive test result?**

Although it is unlikely that the AFP will undertake a criminal investigation in relation to a positive test result, each case will be dealt with on its merits taking into account the relevant circumstances and current public policy requirements.

8. **How is my privacy protected in relation to participating in this testing process?**

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LEX 1249

FOLIO 12

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The AFP values the privacy of individuals and the AFP will at all times comply with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles (APPs) in relation to the testing process and your test results. All personal information collected under the testing process will be used only in accordance with the *Privacy Act 1988* (Cth) and for determining your suitability for providing services to the AFP.

Records relating to this testing process will be retained for a period of 7 years from the end of your employer's contract period in accordance with the *Archives Act 1983* (Cth) and the Administrative Functions Disposal Authority (as amended or replaced from time to time).

Please refer to www.oaic.gov.au for more information on your privacy rights under the *Privacy Act 1988* (Cth).

9. What if I wish to dispute a positive test result?

You may challenge the results of a positive drug result. Two separate tamper-proof samples are taken at the time of the collection process, and you have the right to have the unanalysed sample independently tested. The AFP will meet the cost for the laboratory testing of this sample, but this does not include any other associated expenses.

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TO BE COMPLETED BY PERSON REQUIRED TO PARTICIPATE IN TESTING PROCESS

I acknowledge that I have read and understood the above information.

I agree to participate in the AFP's testing for prohibited drugs process as described above during the course of providing services to, or on behalf of, the AFP for determining my suitability as a provider of goods to the AFP.

I consent to the AFP informing my employer of the test results of any prohibited drug test I am required to undergo, as well as details of any failure or refusal by me to properly participate in the testing process.

Full Name: _____

(Block Letters)

Signature: _____

Date: ____ / ____ / ____

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Annexure B – Deed of Personal Obligation

THIS DEED is made at on day of 201...

BETWEEN

COMMONWEALTH OF AUSTRALIA as represented by the Australian Federal Police ('Commonwealth' or 'AFP') established under the *Australian Federal Police Act 1979* (Cth) ('the AFP Act') (ABN 17 864 931 143)

AND

[NAME] of [address] ('you')

YOUR STATUS AS AN AFP APPOINTEE

You have been engaged as a consultant or independent contractor under an agreement between the AFP and [insert Company Name] ('the Service Provider') entered into on [insert date] 201# for the provision of (insert description of Services) ('the Agreement').

You acknowledge that you are not an employee of the AFP but are providing services to the AFP:

- as a consultant or independent contractor performing services for the AFP under section 35(1) of the *Australian Federal Police Act 1979* (Cth) (AFP Act); and
- in your capacity as an employee, officer, contractor, subcontractor and/or agent of the Service Provider ('Specified Personnel') pursuant to the Agreement.

The terms and conditions for the provision of your services are set out in the Agreement and this Deed.

In signing this Deed, the Commissioner's delegate has determined that you are an AFP Appointee under section 35(2) of the AFP Act. As an AFP Appointee, you are subject to:

- **AFP Code of Conduct**
- **AFP complaints reporting, investigation, management and resolution process**
- **AFP professional standards and security requirements**
- **AFP Commissioner's Orders and other relevant instructions and rules issued under the AFP Governance Framework**

YOUR HANDLING OF CONFIDENTIAL INFORMATION

In the course of providing services to the AFP, you acknowledge that you may become aware of information (including personal information) that may be:

- confidential;
- subject to section 60A of the AFP Act;
- subject to the *Privacy Act 1988* (Cth); or
- subject to Commonwealth secrecy laws.

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This information is referred to as 'AFP information' for the purposes of this Deed.

You acknowledge that section 60A of the AFP Act applies to you and is a specific secrecy provision which protects any information which you obtain in the course of providing services to the AFP. You also acknowledge that you are considered to be a Commonwealth Officer and/or a Commonwealth Public Official as defined in the *Criminal Code 1995* (Cth).

You understand that improper access, use or disclosure of AFP information may severely damage the reputation of the AFP or the AFP's ability to perform its statutory functions and may constitute a criminal offence.

You acknowledge and agree that unless expressly authorised by the AFP, you must not access, use, disclose, communicate or record AFP information except in the course of:

- providing services to the AFP; or
- undertaking AFP duties, functions or powers.

The AFP may grant an authorisation subject to conditions and, you agree to comply with those conditions. In addition to complying with the conditions of any authorisation imposed by the AFP, you also agree that you will only disclose or communicate AFP information to those persons that have a demonstrated need to know.

You agree to abide by all the information security requirements contained in the Australian Government's Protective Security Policy Framework and undertake to accord the appropriate degree of protection to:

- all information which you are notified of; and
- information intended to be the subject of national or international security restrictions or regulations.

CONSENT TO DISCLOSE AND EXCHANGE INFORMATION

You acknowledge and agree that whilst providing services or assistance to the AFP pursuant to the Agreement as a Specified Personnel, the AFP may disclose or exchange information with, or to, the Service Provider and other third parties in connection with, or related to, the performance or provision of your services or assistance to the AFP.

In signing this document you acknowledge and agree that:

1. you are not an employee of the AFP but are providing services to the AFP pursuant to section 35(1) of the AFP Act as a consultant or independent contractor;
2. this Deed of Personal Obligation is a determination that you are an AFP Appointee under section 35(2) of the AFP Act;
3. you will comply with your obligations in respect of non-disclosure of AFP information, the AFP Code of Conduct and professional standards referred to in this Deed; and
4. your obligations and rights as an AFP Appointee, and otherwise under this Deed, are ongoing and their applicability does not depend on whether you continue to provide services in connection with the Agreement, or to work with the AFP.

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EXECUTED as a Deed

SIGNED SEALED AND DELIVERED
on behalf of the **COMMONWEALTH
OF AUSTRALIA** as represented by
the Australian Federal Police by

)
.....)
(Print Name of AFP Act) (Signature) (Date)
section 35(1) and (2) delegate)
)
in the presence of:)
)
)
)
.....)
(Print Name of Witness) (Signature of Witness)
)
)

SIGNED SEALED AND DELIVERED by)
)
)
)
.....)
(Print Name of Specified Personnel) (Signature) (Date)
)
in the presence of:)
)
)
.....)
(Print Name of Witness) (Signature of Witness)
)

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Annexure C – Deed Poll of Confidentiality

THIS DEED POLL IS MADE IN FAVOUR OF

THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE AUSTRALIAN FEDERAL POLICE (ABN 17 864 931 143)

I, _____ of _____
(Name) (Residential Address)

Acknowledge and Agree to the following:

Whilst providing services or assistance to the Australian Federal Police ('AFP'), I may become aware of information, including personal information, which may be:

- confidential;
- subject to the *Privacy Act 1988* (Cth); or
- subject to Commonwealth secrecy laws, including section 60A of the *Australian Federal Police Act 1979* (Cth) (AFP Act).

This information is referred to as 'AFP information' for the purposes of this Deed.

I understand that improper access, use or disclosure of AFP information could severely damage the reputation of the AFP or its officers, or the AFP's ability to perform its statutory functions, and may constitute a criminal offence.

Unless expressly authorised by the AFP I agree, including further to section 60A of the AFP Act, not to use, disclose, communicate or record AFP information except where reasonably necessary and authorised by the AFP.

If the AFP grants such authorisation, conditions may be imposed and, in any event, I will only disclose AFP information in these circumstances to those persons that have a demonstrated need to know.

I agree to abide by the information security requirements contained within the Australian Government's Protective Security Policy Framework and I undertake to accord the appropriate degree of protection to:

- all information which I am notified of; and
- information intended to be the subject of national or international security restrictions or regulations.

I may be considered to be an AFP Appointee or consultant or independent contractor under the AFP Act, a Commonwealth Officer and/or a Commonwealth Public Official as defined in the *Criminal Code 1995* (Cth).

I understand that the confidentiality obligations as set out in this Deed are ongoing.

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EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED)

.....
(Print Name)

.....
(Signature) (Date)

in the presence of:

.....
(Print Name of Witness)

.....
(Signature of Witness)

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Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary Information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) (*Delivery and Acceptance*), if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (*Specified Personnel*) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - (b) is not a fit and proper person; or
 - (c) is not suitably qualified to perform the Services.
- Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or willful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,
(a) the Customer acting in good faith, may at any time; or
(b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

Commonwealth Contract – Services

Commonwealth Contract Terms

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and Item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. *Privacy Act 1988* (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



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Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

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

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

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

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

“Goods and/or Services” means:

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

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

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

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

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

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

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

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

"Requirement" means the description of the Goods and Services described in:

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

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

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

"Supplier" means a party specified in a Contract as a Supplier.

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Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the "The Commonwealth of Australia, as represented by the Australian Federal Police"

ABN 17 864 931 143 by its duly authorised delegate in the presence of

Signature of witness

s 47E(c)

Signature of delegate

s 47E(c)

Name of witness (*print*)

s 47E(c)

Name of delegate (*print*)

s 47E(c)

Position of delegate (*print*)

Superintendent Protection

Date:

7 July 2021

Executed by Sea School International Pty Ltd **ABN** 27 140 038 713 in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

Date:

Commonwealth Contract – Services

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Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.11.1 18/06/21

Coxswain Grade 2 – Training Delivery

AFP Procurement ID ⓘ	P220004
Exempt from AusTender Reporting ⓘ	No
Public Interest Certificate Issued ⓘ	No
CPRs s.2.6 Applying Measures ⓘ	Not applicable

PURPOSE

This Spending Proposal (Part B) is to:

- Provide opportunity to inform the PGPA Delegate of any changes that have occurred since the Spending Proposal (Part A) Approval to Approach the Market (ATM) was approved;
- Capture the findings of the evaluation process undertaken; and
- Obtain PGPA Delegate approval in accordance with the Public Governance, Performance and Accountability (PGPA) Act 2013 and the Commonwealth Procurement Rules (CPRs), to commit and enter into a contractual arrangement with the recommended supplier that represents Value for Money (VFM).

This procurement activity's Spending Proposal (Part A) was approved on:	2/07/2021
Approved by PGPA Delegate:	s 47E(c) Supt Protection EC AFP21372

PROCUREMENT ACTIVITY CHANGES

Declare any changes or deviations that have occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate.

Note: Only where a change has occurred and the procurement's value is \$80,000 (GST inclusive) or more does this Spending Proposal (PART B) need to be submitted to NPC for compliance review.

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.11.1 18/06/21

<p>Has any changes occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Where you have answered 'Yes' above, select all areas where changes have occurred:</p>	<p> <input type="checkbox"/> Background <input type="checkbox"/> Requirement or scope <input type="checkbox"/> Contract value <input type="checkbox"/> Contract term <input type="checkbox"/> Risk profile or assessment <input type="checkbox"/> Method of procurement <input checked="" type="checkbox"/> Value for money <input type="checkbox"/> Evaluation criteria or assessment <input type="checkbox"/> Conflict of Interest <input type="checkbox"/> Other </p>

<p>Has AFP Legal been consulted in preparing the contract?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Insert LEX ref #</p>
--	---	-------------------------

Further detail of changes (where applicable)

Provide succinct detail of what change/s have occurred, and any relevant justification/s. ⓘ

The following changes – from those planned and approved in the Part A - have been applied to this procurement process:

- a) Not applicable.

EVALUATION OUTCOME

The evaluation criteria in the approved Spending Proposal (Part A) was used to assess all responses.

The below table captures all Suppliers invited to participate in this procurement activity, with evaluation scores and rankings provided for each. (For RFT processes – only those Suppliers who provided a submission have been included in the table below.)

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.11.1 18/06/21

Respondents (Supplier name and ABN)	Relevant experience	Ability to deliver	Solution	Flexibility and innovation	Sustainability	RANK
Sea School International Pty Ltd T/As Sea School Marine Training 27 140 038 713	s 47G(1)(a)					
Silver Spirit Cruises Pty Ltd T/As Maritime Training School 65 121 257 403						
Preferred Supplier:	Sea School International Pty Ltd T/As Sea School Marine Training					
Evaluation Committee's comments: <i>Provide a summary of the Evaluation Committee's findings including justification for ratings given, any risks or contract negotiation points, discussion against competitiveness of offering/s and whether the Committee believes any offer represents VFM.</i>	Both respondents are registered training organisations who are able to deliver the required training to the required standard however, s 47G(1)(a) s 47G(1)(a) s 47G(1)(a) This also represents value for money (VFM) for the Commonwealth and the AFP consistent with the PGPA Act.					

Has a separate detailed Evaluation Report been undertaken? No, not required as procurement activity is low value and low risk (valued under \$80,000 GST inclusive).

CONTRACT SUMMARY

The below table is the actual contract value and term/s (and any applicable options) proposed to be entered into.

The PGPA Delegate approval will cover the Contract Initial Term value only. Prior to executing any contract variations/extensions a new PGPA Delegate approval will need to be obtained by completing a Spending Proposal (Part C).

	Contract Value	Contract Term
Initial	AUD \$ 15,000.00 (GST inclusive)	12 months
Option(s)	Not applicable.	Not applicable.
Total	AUD \$ 15,000.00 (GST inclusive)	12 months

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.1.1.1 18/06/21

CAF Fee: <i>If applicable - please include the value of any CAF fees payment either directly under the proposed contract, or separately to Digital Transformation Agency (DTA) or Department of Finance (DoF).</i>	AUD \$ 0 (GST exempt)
--	-----------------------

Type of contract to be executed:	Supplier's Quotation (should not use for Assets or high value procurements)
AFP contract category: <i>Refer to the 'Factsheet – AFP Contract Management' to assist in determining the appropriate contract category</i>	Transactional

NPC COMPLIANCE REVIEW

Important: Only required where a change has been declared and the procurement activity is valued \$80,000 (GST inclusive) or more.

NPC compliance review required?	No, as no changes have occurred since the Spending Proposal (Part A) was approved by the PGPA Delegate. (Do not complete the below box)
--	--

National Procurement and Contracts (NPC) has conducted a compliance review of this spending proposal against the [Commonwealth Procurement Rules \(CPRs\)](#), relevant procurement connected policies (PCPs), and the [AFP National Guideline on procurement and contracting](#).

Based on the information provided by the procuring business area NPC considers this procurement activity as:

compliant *Where reviewed as 'compliant' please finalise 'Recommendation' section, and progress to the Delegate.*

conditionally-compliant *Where reviewed as 'conditionally-compliant' the non-compliance issues (listed below) should be actioned OR justification for why no action has been taken must be documented in the 'Recommendation' section. Documents reviewed as 'Conditionally-compliant' can be progressed without NPC re-review.*

non-compliant *Where reviewed as 'non-compliant' the non-compliance issues must be actioned, and the revised iteration of this document resubmitted to NPC (for re-review).*

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.11.1 18/06/21.

Non-compliance issues to be address:

-

NPC advice/better practice comments:

-

Is AFP Legal consultation required: Choose an item.

Name	Signature
Title and AFP No.	Date reviewed

RECOMMENDATION

I, as the Recommending Officer, confirm that this procurement activity has been conducted in accordance with the CPRs and the AFP National Guideline on procurement and contracting; and confirm that the proposed contractual arrangement detailed above will provide value for money.

Recommending Officer's comments:
Sea School International is the successful respondent.

Relevant attachments (including updates) to this procurement activity:

Risk Assessment

Estimated procurement timetable

s 47E(c)	s 47E(c)
Name	Signature
Inspector 23953	5/07/2021
Title and AFP No.	Date reviewed

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.11.1 18/06/21

PGPA DELEGATE APPROVAL

Procurement Title	Coxswain Grade 2 – Training Delivery
AFP Procurement ID	P220004
Contract Initial Value	AUD \$ 15000.00 (GST inclusive)
Contract Initial Term	12 months

I, as the relevant PGPA Delegate, am satisfied that:

- this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the Public Governance Performance and Accountability Act 2013, the Commonwealth Procurement Rules (CPRs), the Commissioner's Financial Instructions, and the AFP National Guideline on procurement and contracting.
- I hold the appropriate PGPA delegation and have sufficient funds within my area of delegation to cover any resulting commitment.
- Conflicts of Interest Declarations have been declared, documented and appropriately managed.
- this procurement activity will provide an efficient, effective, economical and ethical use of Government money.

PGPA Delegate approval:

Approved to Commit and Enter **Not approved**

s 47E(c) _____
 Delegate Name

s 47E(c) _____
 Delegate Signature

Protective Service Superintendent 21372 _____
 Delegate Title and AFP ID

7 July 2021
 Approval Date



Basic Spending Proposal <\$10,000 (GST Inclusive) ^①

Version Control: v 6.0 17/01/2021

Procurement ID	[Provided by Central Procurement Services (CPS) – if applicable]	
Procurement Title ^①	Supply of Maritime Operations Certificate II Near Costal 1	
Does this procurement require consideration of Australian Privacy Principles (APPs)? ^①	No, this procurement does not involve the collection, storage or use of personal information and/or data.	
PGPA Delegate ^①	Name: s 47E(c)	
	Title: Inspector	AFP ID: 12055
Requesting Officer	Name: s 47E(c)	
	Title: A/PSO2	AFP ID: 24073
Requesting Business Area/Team	Business Area: Eastern Command	Team: Kirribilli Maritime
Cost Centre and Internal Order	s 47E(d)	
Estimated Value and Date Required	AUD\$8000.00 (GST inclusive)	Date required: 15.10.22
Payment Method ^①	Corporate Credit Card (Preferred)	
Risk Rating ^①	<input checked="" type="checkbox"/> Low	(Risk ratings at or above 'MEDIUM' cannot be progressed on this template)
	Risk statement: The procuring business area has considered the business, operational and procurement risks and has not identified any significant risks. A formal Risk Assessment and Treatment Plan (RATP) has not been conducted.	
Conflicts of Interest ^①	No conflict/s have been identified. A CoI Declaration is not required.	
Attachments (where applicable)	<input type="checkbox"/> Project Initiation Document (PID) <input checked="" type="checkbox"/> Quotation/s Other attachments: Click here to enter text.	

Goods and/or services required ^①

The procurement of 4 x Certificate II Maritime Operations Near Costal 1

Credit Card surcharge and delivery costs have been included in the BSP total. All prices include GST.

Describe the business or operational need ^①

The Kirribilli Maritime Team operates to provide water-borne protective security to Official Establishments and Australian High-Office Holders, in order to perform these duties to the highest standard in all environments, KMT is seeking to further their qualifications and training by upgrading to a Certificate II NC1 in Maritime Operations. The upgraded ticket will enable KMT Staff to operate and perform their ever changing functions in a broader geographical area, utilise the use of various vessels, assist internal and partnering agencies and enable the teaching of future coxswains joining KMT.



Procurement method [i](#)

The procurement method will be a low value limited tender (i.e. request for quotation) approach to the following supplier/s to provide quotation:

- Maritime Training School - ABN – 65 121 257 403
- Sea School Marine Training - ABN – 27 140 038 713
- Maritime Safety Training - ABN – 64 002 693 281
- Due to the current COVID affected market, in the event we are unable to source the required services from the above vendors we will expand our list of suppliers through the Australian based providers as required to meet operational requirements.

Responses will be evaluated in accordance with CPRs to identify the preferred supplier who represents best value for money for the AFP.

PGPA Delegate Approval

I, as the relevant [PGPA Delegate](#), am satisfied that:

- this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the [Public Governance Performance and Accountability Act 2013](#), the [Commonwealth Procurement Rules \(CPRs\)](#), the [Commissioner's Financial Instructions](#), and the [AFP National Guideline on procurement and contracting](#)
- the estimated value of the proposed procurement is valued less than \$10,000 (GST inclusive)
- the procurement risk rating is 'low'
- Conflicts of Interest declarations have been declared, documented and appropriately managed
- this procurement does not involve controlled items, consultancy services, and is not ICT-related
- this procurement activity will provide an efficient, effective, economical and ethical use of Government money

PGPA Approval under s.23 of the PGPA Act to a) approach the market and b) commit and enter:

Procurement activity **Approved**

Procurement activity **Not Approved**

s 47E(c)

Delegate Name

OIC Maritime Capability AFP12055

Delegate Title and AFP ID

Delegate Signature

17/10/2022

Approval Date



Australian Government

Commonwealth Contract – Services

Reference ID: 20220927

Customer

Customer Name: Australian Federal Police
Customer ABN: 17 864 931 143
Address: Locked bag A3000
Sydney South NSW 1232

Supplier

Full Name of the Legal Entity: Sea School Marine Training (Sea School International Pty Ltd)
Supplier ABN: 27 140 038 713
Address: Unit 14/16 Princes Street
Newport NSW 2106

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless it is terminated earlier.

Event	Details
Contract Start Date:	Tuesday, 11 October 2022
Contract Term:	This Contract will terminate on Friday, 30 June 2023.
Contract Extension Option:	The Contract Term will not be extended.

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C.A.2 The Requirement

Delivery of training which qualifies 8 AFP members with and certifies them in the following:

- Certificate I in Maritime Operations (Coxswain Grade 2 Near Coastal)
- Short Range Marine Radio Operators Certificate of Proficiency
- Australian Maritime Safety Authority Mandated Practical Assessment

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

Australian Standards

The Supplier must comply with the following Australian Standard(s):

AS Number	Title

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Completion of the training packages	s 47E(c)	s 47E(c) @afp.gov.au	25/11/2022

C.A.2(e) Meetings

The Supplier is not required to attend meetings.

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

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: seaschool.com.au.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Superintendent/Coordinator PRS
Email Address:	PID@afp.gov.au
Telephone:	

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Superintendent/Coordinator Central Procurement Services
Email Address:	s 47E(d)
Telephone:	

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$9,120.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
25/11/2022	Course Completion	\$9,120.00	\$0.00	\$9,120.00

Total Fixed Price for Services \$9,120.00 GST Inclusive

C.A.3(a) Payment Schedule

The Total Fixed Fees and Charges will be made as a single payment on completion of contracted deliverables.

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Protective Service Officer Maritime
Currently: s 47E(c)
Telephone:
Mobile: s 47E(c)
Email Address: @afp.gov.au
Postal Address: Locked bag A3000
Sydney South NSW 1232

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: Accounts and Client Services
Telephone: s 47E(d)
Email Address:
Postal Address: GPO Box 401
Canberra ACT 2601

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s 47F(1)
Position Title: CEO
Mobile: s 47F(1)
Email Address: s 47F(1)
Postal Address: Unit 14/16 Princes Street
Newport NSW 2106

C.A.4(d) Supplier's Address for Notices

Name: Sea School Marine Training (Sea School International Pty Ltd)
Email Address: reception@seaschool.com.au
Postal Address: Unit 14/16 Princes Street
Newport NSW 2106

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

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

C.B.1 Intellectual Property

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

C.B.4 Definitions and Interpretation for clauses C.B.4 – C.B.9

C.B.4.1 In clauses C.B.4 to C.B.9, the following definitions apply:

AFP Act	means the <i>Australian Federal Police Act 1979</i> (Cth).
AFP Appointee	has the same meaning as given to that term in the AFP Act.

Business Day	means a day that is not a Saturday, Sunday, or public holiday in the Australian Capital Territory.
Commissioner	means the Commissioner of the Australian Federal Police (including his/her delegates).
Determination	means a determination by the Commissioner under section 35 of the AFP Act.
Positive Test Result	means a result of Testing for Prohibited Drugs demonstrating the presence of a prohibited drug.
Testing for Prohibited Drugs	means the testing described in clause C.B.7, conducted in accordance with the form of consent at Annexure A.

C.B.5 Engagement and Non-Publicity

C.B.5.1 The Supplier acknowledges and agrees, that it, its officers, employees, agents and subcontractors and its subcontractors' personnel (to the extent that any of those persons provide Services to the Customer under this Contract and including Specified Personnel) (**Personnel**):

- (a) are engaged by the Customer to provide Goods and/or Services under this Contract as consultants and/or independent contractors, pursuant to section 35(1) of the AFP Act; and
- (b) must comply with section 60A (Secrecy) of the AFP Act, and any other provision of the AFP Act applicable to its provision of Goods and/or Services.

C.B.5.2 The Supplier must not, without the prior written consent of the Customer:

- (a) use the Customer's name or logo;
- (b) suggest any endorsement by the Customer, including noting the Customer as a client of the Supplier on advertising or promotional material;
- (c) make any public announcement or issue any media release about this Contract;
- (d) identify the Customer as a client or customer of the Supplier; or
- (e) discuss with (or communicate to) a third party, any aspect of this Contract, including any Goods and/or Services that it provides to the Customer.

C.B.6 Organisational Suitability Assessment

C.B.6.1 The Customer may, in its sole and absolute discretion, require the Supplier, or one or more of the Specified Personnel, to submit to an organisational suitability assessment (**OSA**).

C.B.6.2 If any Specified Personnel refuse to submit to an OSA required under clause C.B.6.1, the Supplier must ensure that person is not engaged in, or is otherwise immediately removed from, the provision of the Goods and/or Services.

C.B.6.3 Where the Supplier or Specified Personnel agree to submit to an OSA, and the Customer requires an interview as part of the OSA process, the Customer will:

- (a) make the necessary interview arrangements;
- (b) be responsible for the costs of conducting the OSA; and

- (c) reimburse reasonable travel and accommodation expenses incurred by the Supplier or Specified Personnel in attending the OSA interview, where those expenses are substantiated to the Customer's reasonable satisfaction.
- C.B.6.4 Following the conduct of an OSA, the Customer will notify the Supplier of whether the Supplier or Specified Personnel have been assessed as:
- (a) suitable to provide the Goods and/or Services;
 - (b) suitable to provide the Goods and/or Services subject to such conditions, or further actions, as required by the Customer; or
 - (c) not suitable to provide the Goods and/or Services.
- C.B.6.5 The Customer will not be:
- (a) required to substantiate or otherwise provide any reasons where it assesses Specified Personnel as not suitable; or
 - (b) liable in any way in respect of any claims by the Supplier or any Specified Personnel in connection with that OSA.
- C.B.6.6 The Supplier must not provide, for the provision of the Services, any Specified Personnel who:
- (a) will not comply with any conditions, or courses of action, required by the Customer under clause C.B.6.4(b);
 - (b) will not comply with any other conditions imposed by the Customer; or
 - (c) have been assessed as not suitable to provide the Services.
- C.B.6.7 If the Supplier refuses to participate in an OSA, comply with any conditions or actions required by the Customer under clause C.B.6.4(b), or the Customer assesses the Supplier as not suitable to provide the Services under clause C.B.6.4(c), the Customer may terminate this Contract immediately.
- C.B.6.8 For the avoidance of any doubt, clause C.B.6.7 is a provision of this Contract permitting the Customer to terminate this Contract under clause C.C.16 [*Termination for Cause*].

C.B.7 Testing for Prohibited Drugs

- C.B.7.1 Where required by the Customer, the Supplier must ensure Specified Personnel:
- (a) execute a consent form substantially in the form of Annexure A;
 - (b) participate in Testing for Prohibited Drugs; and
 - (c) comply with any direction of the Customer in relation to the conduct of Testing for Prohibited Drugs.
- C.B.7.2 The Customer will:
- (a) bear the costs of conducting Testing for Prohibited Drugs; and
 - (b) not be liable to pay any fee or compensation to the Supplier or Specified Personnel for their participation in Testing for Prohibited Drugs in accordance with clause C.B.7.1.
- C.B.7.3 If the Supplier or any Specified Personnel refuse to comply with the requirements of clause C.B.7.1, or return a Positive Test Result, the Customer may, in its sole and absolute discretion:
- (a) require the removal of the Specified Personnel under clause C.C.13 [*Specified Personnel*]; or
 - (b) terminate this Contract immediately.
- C.B.7.4 For the avoidance of any doubt, clause C.B.7.3(b) is a provision of this Contract permitting the AFP to terminate this Contract under clause C.C.16 [*Termination for Cause*].

C.B.8 AFP Appointee Determination

- C.B.8.1 The Supplier acknowledges and agrees that each of its Specified Personnel are consultants or independent contractors for the purposes of section 35(1) of the AFP Act, and may be subject to a Determination.
- C.B.8.2 During the Contract Term, the Commissioner may make a Determination.
- C.B.8.3 If the Commissioner makes a Determination, the Supplier must, as soon as practical:
- (a) inform the subject of the Determination that a Determination has been made; and
 - (b) obtain two executed Deeds of Personal Obligation (substantially in the form of Annexure B) from the subject of the Determination, and provide those Deeds to the Commissioner for countersignature (following which, the Commissioner will return one copy to the subject for their records, and retain the other).
- C.B.8.4 The Supplier must provide any assistance reasonably required by the Customer in ensuring the subject of a Determination complies with their obligations as an AFP Appointee.
- C.B.8.5 If the subject of a Determination is either unable, or unwilling, to sign a Deed of Personal Obligation as required under this clause C.B.8, the Customer may require the subject to be removed from work in relation to the provision of the Services under clause C.C.13 [*Specified Personnel*] of the Commonwealth Contract Terms.

C.B.9 Confidential Information

- C.B.9.1 With reference to clause C.C.22.C [*Confidential Information*] of the Commonwealth Contract Terms, the Deed Poll of Confidentiality at Annexure C is the form of written undertaking relating to nondisclosure of the Customer's confidential information that is acceptable to the Customer.
- C.B.9.2 In addition to clause C.C.22.C [*Confidential Information*] of the Commonwealth Contract Terms, the Supplier must not, and must ensure that its employees, agents and subcontractors do not use or disclose any information received (whether orally or in writing) in the course of providing the Goods and/or Services to the Customer. This obligation extends to all formal or informal provision of Goods and/or Services to the Customer, and any formal or informal exercise or purported exercise of the Customer's powers, functions or duties.
- C.B.9.3 For the purpose of clause C.C.22.C [*Confidential Information*] of the Commonwealth Contract Terms, the Customer's confidential information includes:

Item	Reasons for confidentiality	Period of Confidentiality
All information howsoever received or obtained (including orally or in writing) in the course of providing services to the Customer, including any formal or informal exercise of Customer duties, functions or powers.	National security, national interest, Customer operations, business in confidence information or methodology, reputation of the Customer or the Customer's ability to perform its statutory functions.	Indefinite

Annexure C – Deed Poll of Confidentiality

THIS DEED POLL IS MADE IN FAVOUR OF

THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE AUSTRALIAN FEDERAL POLICE (ABN 17 864 931 143)

I, _____ of _____
(Name) (Residential Address)

Acknowledge and Agree to the following:

Whilst providing services or assistance to the Australian Federal Police ('AFP'), I may become aware of information, including personal information, which may be:

- confidential;
- subject to the *Privacy Act 1988* (Cth); or
- subject to Commonwealth secrecy laws, including section 60A of the *Australian Federal Police Act 1979* (Cth) (AFP Act).

This information is referred to as 'AFP information' for the purposes of this Deed.

I understand that improper access, use or disclosure of AFP information could severely damage the reputation of the AFP or its officers, or the AFP's ability to perform its statutory functions, and may constitute a criminal offence.

Unless expressly authorised by the AFP I agree, including further to section 60A of the AFP Act, not to use, disclose, communicate or record AFP information except where reasonably necessary and authorised by the AFP.

If the AFP grants such authorisation, conditions may be imposed and, in any event, I will only disclose AFP information in these circumstances to those persons that have a demonstrated need to know.

I agree to abide by the information security requirements contained within the Australian Government's Protective Security Policy Framework and I undertake to accord the appropriate degree of protection to:

- all information which I am notified of; and
- information intended to be the subject of national or international security restrictions or regulations.

I may be considered to be an AFP Appointee or consultant or independent contractor under the AFP Act, a Commonwealth Officer and/or a Commonwealth Public Official as defined in the *Criminal Code 1995* (Cth).

I understand that the confidentiality obligations as set out in this Deed are ongoing.

EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED)

.....)
(Print Name)) (Signature) (Date)

in the presence of:

.....)
(Print Name of Witness) (Signature of Witness)

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Commonwealth Contract Terms

C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or

Commonwealth Contract Terms

- c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is deemed to be delivered on the next working day in that place.
- C.C.9 Assignment**
- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting**
- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- C.C.11 Delivery and Acceptance**
- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- C.C.12 Licences Approvals and Warranties**
- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.
- C.C.13 Specified Personnel**
- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform

Commonwealth Contract Terms

the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
- is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
 - is not a fit and proper person, or
 - is not suitably qualified to perform the Services.
- 13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience

- 15.1 In addition to any other rights either Party has under the Contract,
- the Customer acting in good faith, may at any time, or
 - the Supplier, acting in good faith, may notify that it wishes to,
- terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in

accordance with the Notice and comply with any reasonable directions given by the Customer.

- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause

- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
- the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
 - the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
 - the Supplier breaches a material term of the Contract and the breach is not capable of remedy
 - the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
 - subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - is unable to pay all its debts when they become due
 - if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth), or
 - if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

Commonwealth Contract Terms

C.C.17 Supplier Payments

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
 - a) both Contract Managers will try to settle the dispute by direct negotiation
 - b) if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - d) failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.

18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out

- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
 - a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under

Commonwealth Contract Terms

- the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

21.G Criminal Code

G.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).

J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Black Economy Policy” means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

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

“Correctly Rendered Invoice” means an invoice that:

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

“Customer” means the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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

Commonwealth Contracting Suite Glossary and Interpretation

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic invoicing” or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

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

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

“Notice” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.atp.gov.au/eInvoicing>.

“Party” or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or **“RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“Requirement” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Black Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Black Economy Policy or, if the circumstances in Part 6.c of the Black Economy Policy apply, the conditions set out in Part 8 of the Black Economy Policy.

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

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

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

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Black Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Black Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	Commonwealth Contract
C.A.[x]	Statement of Work	
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	<i>NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.</i>
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Australian Federal Police **ABN** 17 864 931 143 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

Date:

Executed by • Sea School Marine Training (Sea School International Pty Ltd) **ABN** 27 140 038 713 in accordance with Section 127 of the *Corporations Act 2001*:

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

Date:



Date in: 15/10/2021	CMS: 2021/3504
Importance	PRIORITY

Subject	Kirribilli Maritime Program – Approval of High Value Spend Proposal PART A		
To	AC SPC	Functional Area	Specialist Protective Command
For	signature	Action Officer	s 47E(c)
	By 22/10/2021 To meet procurement and NPP milestones		
Through	Commander Peter Bodel s 47E(c)	Comments to EA	
CC			

Final Approval

Name: Assistant Commissioner Drennan
Position: Assistant Commissioner SPC

Signature:

s 47E(c)

Date: 22/10/2021

Comments: CSO

These are really well prepared documents and EB. I have read them and approve the spending proposal. Please progress. My thanks to s 47E(c) for the work completed and her engagement with other in SO and EC to get this done.

Comments:

AC Drennan,

Please find attached the procurement HSVP Part A's [redacted] s 22(1)(a)(ii) for the Kirribilli Maritime Program.

For your endorsement and signature as the Delegate for this capital expenditure and as PRG Co-Chair.

Name/Position:

Commander Peter Bodel
Specialist Operations

Signature:



Date:

15/10/2021

Comments:

CMD,

Please find attached the procurement HSVP Part A's [redacted] s 22(1)(a)(ii) or the Kirribilli Maritime Program.

For your review and endorsement.

Name/Position:

[redacted] s 47E(c)
Innovation and Engagement

Signature:


[redacted] s 47E(c)

Date:

14/10/2021

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Addressee/s Assistant Commissioner Specialist Protective Command

Commander Specialist Operations

Superintendent Innovation and Engagement

Title Kirribilli Maritime Program – Approval of High Value Spend Proposal PART A

Action: For endorsement and signature for declaration of conflict of interest

Deadline: **Priority**

Reasons for proposed actions:

In line with the New Policy Proposal (NPP) for the AFP Kirribilli Maritime Capability, which endorsed the enhancement of AFP security measures through the establishment of a harbour side presence for Kirribilli and Admiralty House, Kirribilli Maritime Program is seeking Assistant Commissioner Drennan approval of the High Value Spend Proposals (HSVP) PART A's for s 22(1)(a)(ii) maritime capabilities.

s 47E(d)

Capability One – NSW Vessel

Kirribilli Maritime Program require one new vessel with a LOA of 9.5 m to 10.5 m, preferably like for like in National Standards for Commercial Vessels, Survey Class 2C. The design of the vessel is required to focus on simple operation and maintenance, the ability for the vessel to be transported by road on a trailer and rapid deployment to support to support maritime operations Australia wide. A critical capability required by KMT is the vessel management system currently in operation.

s 22(1)(a)(ii)

Resource implications:

The capital costs associated with the Kirribilli Maritime Capability procurement is:

Capability One – NSW Vessel

Funding Source	Funded Amount 2021/22	Funded Amount 2022/23	Funded Amount 2023/24	Funded Amount 2024/25	Total Funding
NSW Kirribilli NPI/DCB	\$613,000.00	\$350,000.00	\$60,000.00	\$60,000.00	\$1,083,000.00

s 22(1)(a)(ii)

Resourcing for the procurement and build of s 22(1)(a)(ii) maritime capabilities for the Kirribilli Maritime Program will continue to be managed by Kirribilli Project Manager, Officer in Charge Kirribilli Maritime Team and Leading Senior Constable Maritime.

Consultation:

Specialist Operations Maritime Capability
Eastern Command
SPC Procurement
Central Procurement Services

Expected Reaction:

On approval on HSVP Part A the Kirribilli Maritime Program will begin the PART B process enabling the completion of committed milestones for the expenditure of allocated NPP capital funding.

Recommendation:

It is recommend that you:

- Endorse the procurement s 22(1)(a)(ii) maritime capabilities
- Sign declarations for conflict of interests within the HSVP Part A

s 47E(c)

Kirribilli Maritime Project Manager
13 October 2021

Provision of AFP Patrol Vessel – NSW Maritime

AFP Procurement ID ⓘ	P220095
Exempt from AusTender Reporting ⓘ	No
Public Interest Certificate Issued ⓘ	No
CPRs s.2.6 Applying Measures ⓘ	Not applicable
Will this procurement involve consultancy services? ⓘ	No this procurement does not involve consultancy services
Does this procurement require consideration of Australian Privacy Principles (APPs)? ⓘ	No, this procurement does not involve the collection, storage or use of personal information and/or data.

PURPOSE

This High Value Spending Proposal (Part A) is to:

- Specify the background, requirement/s and risks associated with the proposed procurement activity;
- Describe the procurement methodology to be undertaken; and
- Obtain [PGPA Delegate approval](#), in accordance with the [Public Governance, Performance and Accountability \(PGPA\) Act 2013](#) and the [Commonwealth Procurement Rules \(CPRs\)](#), to progress with the procurement activity to an Approach to Market (ATM) with the intent to commit and enter into a contractual arrangement with a supplier that represents Value for Money (VFM).

INDIGENOUS PROCUREMENT POLICY ⓘ

This procurement (*select one*):

- does not** fall within the [Indigenous Procurement Policy](#) (Mandatory Set Aside Policy) for the following reason: the procurement meets rule s.10.3 conditions for limited tender applies
- does** fall within the [Indigenous Procurement Policy](#) (Mandatory Set Aside Policy) as it's estimated total contract value is between \$80,000 and \$200,000 (GST inclusive), and the procuring business area has conducted a [Supply Nation Indigenous Business Direct search](#) to identify a suitable Indigenous business (*insert details of search conducted in table below*).

Insert name, service or category entered	Location	Results
E.g. Catering	E.g. Canberra ACT, Australia	E.g. 45

Outcome and action taken	Choose an item.
---------------------------------	-----------------

- does** fall within the [Indigenous Procurement Policy](#) (Mandatory Set Aside Policy) as its estimated total contract value is between \$80,000 and \$200,000 (GST inclusive), however the procuring business area **has not taken any action to identify a potential Indigenous business.**

BACKGROUND

A New Policy Initiative (NPI) for the establishment of a Kirribilli Maritime Capability was endorsed in 2020 to enhance the Australian Federal Police's (AFP) security presence on the harbour of Kirribilli and Admiralty House. The team known as the Kirribilli Maritime Team (KMT) sits within the Maritime Capability in Eastern Command and has the responsibility and operational capability to:

- Ensure and maintain the security, integrity and dignity of Australian Government High Office Holders;
- Provide a first response capability for the rapid evacuation of Australian Government High Office Holders and families; and
- Provide operational maritime support across the AFP and other Police Jurisdictions.

To enable implementation of a vessel in support of the NPI, Specialist Protective Command (SPC) identified and negotiated the transfer of the ACT Policing 9.5m Naiad Fast Patrol Craft to the newly created KMT.

s 47G(1)(a) [redacted] is enabled the team to continue to perform critical capability for Kirribilli with no disruption.

To continue to provide this critical operational activity, KMT require one new vessel with a LOA of 9.5 m to 10.5 m, preferably like for like in National Standards for Commercial Vessels, Survey Class 2C. The design of the vessel is required to focus on simple operation and maintenance, the ability for the vessel to be transported by road on a trailer and rapid deployment to support maritime operations Australia wide. A critical capability required by KMT is the vessel management system currently in operation. Due to the critical nature of the work, members need to be able to rapidly respond. Maintaining the same system will reduce the need for re-training operational members, minimise changes to training material and reduce operational downtime. Maintaining the same system will also provide interoperability across the AFP and redundancy in the event the vessel becomes inoperable

A detailed Statement of Requirements is attached.

s 47E(d) [redacted]

s 47E(d) [redacted]

Funding Source	Funded Amount 2021/22	Funded Amount 2022/23	Funded Amount 2023/24	Funded Amount 2024/25	Total Funding
Kirribilli NPI/DCB	\$613,000.00	\$350,000.00	\$60,000.00	\$60,000.00	\$1,083,000.00

SCOPE/REQUIREMENT

A detailed Statement of Requirement (vessel specification) is attached which provides the capability, design and safety requirements.

Has a detailed '[Statement of Requirements \(SOR\)](#)' been completed? Yes No

CONTRACT VALUE

The below table is the maximum estimated values for the contract initial term and any applicable options.

The PGPA Delegate approval will cover the Contract Initial Term value only. Prior to executing any contract variations/extensions new PGPA Delegate approval will need to be obtained.

Initial Term	AUD\$ 1,083,000.00 (GST inclusive)
Option(s)	Nil
Total Maximum Contract Value	AUD\$ 1,083,000.00 (GST inclusive)

Cost Centre	s 47E(d)	Internal Order	s 47E(d)
Does this procurement involve the purchase of assets?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Asset Under Construction (AUC) (where applicable):	[Insert AUC number]		
Does this procurement relate to gifting?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Type of contract to be executed:	Commonwealth Contract (using the CCS portal)
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CONTRACT TERM

Initial Term	48 months
Option(s)	1 x 1 year extension
Total Maximum Contract Term	48 months

RISK ASSESSMENT

A [Risk Assessment and Treatment Plan \(RATP\)](#) has been undertaken in accordance with the [AFP National Guideline on risk management](#) and the [National Guideline on procurement and contracting](#).

The overall risk rating of this procurement activity is:	MEDIUM
--	--------

METHOD OF PROCUREMENT

The procuring business area has undertaken a risk assessment and has identified the most appropriate and compliant approach to market to be:

- a) A **Limited Tender** utilising the following Division 2 Conditions for limited tender of the [CPRs](#): 10.3 d) when the goods and services can be supplied only by a particular business and there is no reasonable alternative or substitute for one of the following reasons; iii. due to an absence of competition for technical reasons.

The use of Limited Tender is justified for the following reasons:

s 47E(d)

A critical capability required by KMT is the vessel management system currently in operation. Due to critical nature of the work, members need to be able to rapidly respond. Maintaining the same system will reduce the need for re-training operational members in a new system, minimise changes to training material and reduce operational downtime. Maintaining the same system will also provide interoperability across the AFP and redundancy in the event the vessel becomes inoperable.

This approach will be to the following supplier/s:

s 47G(1)(a)

VALUE FOR MONEY

Every AFP procurement must achieve value for money (VFM) ([CPRs section 4 'Value for money'](#)).

Price must not be the sole factor in assessing value for money. AFP Officials must consider the relevant financial and non-financial costs and benefits of their procurement activity i.e. quality, fitness-for-purpose, experience, past performance, flexibility of the proposed solution, environmental sustainability, physical and information security, destruction and disposal, and whole-of-life costs.

Elements to Value for Money

The procuring business area confirms this procurement will achieve VFM for the AFP as it: (select all that apply):

- Encourages competition and is non-discriminatory (approaching multiple suppliers)
- Uses public resources in an efficient, effective, economical and ethical manner
- Facilitates accountable and transparent decision making
- Encourages appropriate engagement with risk
- Is commensurate with the scale and scope of the business requirement

Where all of the above elements to VFM cannot be met provide additional justification:

s 47E(d)

A critical capability required by KMT is the vessel management system currently in operation. Due to critical nature of the work, members need to be able to rapidly respond. Maintaining the same system will reduce the need for re-training operational members in a new system, minimise changes to training material and reduce operational downtime. Maintaining the same system will also provide interoperability across the AFP and redundancy in the event the vessel becomes inoperable.

PROCUREMENT PROCESS

The procurement process will be conducted in accordance with the [CPRs](#) and the [AFP National Guideline on procurement and contracting](#). The procurement method detailed above will ensure that value for money will be achieved.

PROCUREMENT STAKEHOLDERS

In accordance with the [National Guideline on procurement and contracting](#), the following AFP business areas have been consulted (select all that apply):

- | | |
|--|--|
| <input type="checkbox"/> AFP Legal Insert LEX ref # | <input type="checkbox"/> DAF TA* Insert TA ref # |
| <input type="checkbox"/> Security | <input type="checkbox"/> DTA Consider First Policy Insert CONF ref # |
| <input type="checkbox"/> National Armoury | <input type="checkbox"/> DTA Fair Criteria Policy Insert FAIC ref # |
| <input checked="" type="checkbox"/> Portfolio Financial Representative | <input type="checkbox"/> Operational Safety & Security Working Group |
| <input checked="" type="checkbox"/> National Assets Team | <input type="checkbox"/> Other business area [Insert] |
| <input type="checkbox"/> ICT Assets Team | |

Note: *For ICT-related procurements, a Design Authority Forum (DAF) Technology Acquisition (TA) number must be obtained by consulting with Operations Technology and Innovation (OT&I). To obtain the DAF TA number log a job in the AFP Service Portal.

In addition to the above the following stakeholders will be involved in the progression of this procurement activity.

Stakeholder (Full name and role/position title)	Role or responsibility (In relation to this procurement activity)
s 47E(c) OIC Maritime - Sydney	Client Business Area/End User
s 47E(c) Kirribilli Project Officer	Project Manager (where applicable)
s 47E(c) OIC Maritime - Sydney	Contract Owner
s 47E(c) TL SPC Procurements	Contract Manager
s 47E(c) TL SPC Procurements	Contract Administrator
s 47E(c) Maritime Capability - Sydney	Evaluation Committee (<i>mandatory, recommend three members</i>) (Chair + Panel Members)

Stakeholder (Full name and role/position title)	Role or responsibility (In relation to this procurement activity)
<p>s 47E(c)</p> <p>Special Operations - Maritime</p> <p>s 47E(c)</p> <p>Kirribilli Project Officer</p>	
N/A	Probity Advisor (<i>where applicable</i>)

EVALUATION

Evaluation Criteria

The below evaluation criteria will be included in the Approach to Market (ATM) documentation, and will be used to assess responses.

Criteria	Weighting <i>(Default is equal weighting but may be changed to %)</i>
<p>Relevant experience</p> <p><i>Demonstrated relevant experience (and past performance) in delivering the same or similar goods and/or services.</i></p>	Equal weighting
<p>Ability to deliver</p> <p><i>Availability of required goods or services, committed available resources (including specified persons, contractors or consultants), and/or demonstrated ability to deliver within required timeframes to an acceptable quality standard.</i></p>	Equal weighting

<p>Solution</p> <p><i>Proposed solution is fit-for-purpose and meets the agency's requirements (without over-engineering/over-servicing). Solution considers Australian Government legislation, national and international standards, and agency-specific requirements.</i></p>	<p>Equal weighting</p>
<p>Flexibility and innovation</p> <p><i>Proposed solution incorporates innovation or may be adapted throughout the lifecycle of the goods and/or services (future-ready).</i></p>	<p>Equal weighting</p>
<p>Sustainability</p> <p><i>Compliance with all Procurement Connected Policies (PCPs), consideration of all necessary whole-of-life costs (including any options and components such as freight/transport, maintenance, training, licencing, consumables, future enhancements, transition-in/out, storage, disposals or destruction), does not present an administrative burden to the agency, and is considerate of social, economic and environmental impacts.</i></p>	<p>Equal weighting</p>

Rating

The following rating scale will be applied when conducting the evaluation assessment/s.

<p>Very Good (5)</p>	<p><i>The Response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth, and its claims are fully supported by the information provided.</i></p>
<p>Good (4)</p>	<p><i>The Response satisfies the evaluation criterion to a high standard and/or presents limited risk to the Commonwealth. The Tenderer's claims are supported by the information provided.</i></p>
<p>Satisfactory (3)</p>	<p><i>The Response satisfies the evaluation criterion to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided.</i></p>
<p>Poor* (2)</p>	<p><i>The Response barely satisfies the evaluation criterion and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided.</i></p>

Unsatisfactory* (1)	<i>The Response does not satisfy the evaluation criterion and/or presents an unacceptable level of risk to the Commonwealth.</i>
----------------------------	--

*A 'Poor' or 'Unsatisfactory' rating for one or more evaluation criteria will exclude the Potential Supplier from further participation in the procurement process. Responses received after the ATM closing time will not be accepted.

The outcome of the Evaluation Process – together with any recommendation for the Delegate - will be documented in the [Spending Proposal \(Part B\)](#).

CONFLICT OF INTEREST

All stakeholders who may have influence over this procurement activity are required to complete a Conflict of Interest (CoI) Declaration in accordance with the Department of Finances guidance on [Ethics and Probity in Procurement](#).

At a minimum, the following stakeholders are required to complete CoI Declarations:

- a) the PGPA Delegate
- b) The Recommending Officer
- c) All evaluation committee members

The Recommending Officer is responsible for ensuring all stakeholders are aware of the obligations to self-report by completing a CoI Declaration.

The Recommending Officer confirms:

- No perceived or actual conflicts have been identified or declared.
- Perceived or actual conflicts have been identified.

CPS COMPLIANCE REVIEW

Central Procurement services (CPS) has conducted a compliance review of this spending proposal against the [Commonwealth Procurement Rules \(CPRs\)](#), relevant procurement connected policies (PCPs), and the [AFP National Guideline on procurement and contracting](#).

Based on the information provided by the procuring business area CPS considers this procurement activity as:

- compliant** *Where reviewed as 'compliant' please finalise 'Recommendation' section, and progress to the Delegate.*
- conditionally-compliant** *Where reviewed as 'conditionally-compliant' the non-compliance issues (listed below) should be actioned OR justification for why no action has been taken must be documented in the 'Recommendation' section. Documents reviewed as 'Conditionally-compliant' can be progressed without CPS re-review.*
- non-compliant** *Where reviewed as 'non-compliant' the non-compliance issues must be actioned, and the revised iteration of this document resubmitted to CPS (for re-review).*

Non-compliance issues to be address

-

CPS advice/better practice comments:

- Please review the RATP the RATP has "not applicable" against reporting on AusTender, however the HVSP notes the procurement will be published on AusTender. CPS does not believe there is a valid reason not to publish this procurement on AusTender. For further advice please consult with the AFP Risk Team.

Is AFP Legal consultation required: **Yes, procurement involves non-panel approach with estimated value \$200k (GST inclusive) or above**

s 47E(c)

Name

Team Leader CPS, AFP24699

Title and AFP No.

s 47E(c)

Signature

11/10/2021

Date reviewed

RECOMMENDATION

I, as the Recommending Officer, have considered CPS's compliance review and comments and:

- recommend** this procurement activity be progressed; or
 do not recommend this procurement activity be progressed (as it is non-compliant).

Recommending Officer's comments:

•

Relevant attachments to this procurement activity:

- [Estimated procurement timetable](#) (optional)
 Detailed statement of requirements (SoR) (optional)
 [Risk Assessment and Treatment Plan \(RATP\)](#)
 Conflict of Interest (Col) form/s

s 47E(c)

Name

OIC Maritime – Sydney AFP23953
Title and AFP No.

Dean Elliott

Signature

Select date here 13/10/2021
Date reviewed

PGPA DELEGATE APPROVAL

Procurement Title	Provision of AFP Patrol Vessel – NSW Maritime
AFP Procurement ID	P220095
Contract Initial Value	AUD\$ 1,083,000.00 (GST inclusive)
Contract Initial Term	48 months

I, as the relevant [PGPA Delegate](#), am satisfied that:

- this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the [Public Governance Performance and Accountability Act 2013](#), the [Commonwealth Procurement Rules \(CPRs\)](#), the [Commissioner's Financial Instructions](#), and the [AFP National Guideline on procurement and contracting](#).
- I hold the appropriate PGPA delegation and have sufficient funds within my area of delegation to cover any resulting commitment.
- Conflicts of Interest Declarations have been declared, documented and appropriately managed.
- this procurement activity will provide an efficient, effective, economical and ethical use of Government money.

PGPA Delegate approval:

Approved to Approach to Market (ATM)

Fiona Drennan

Delegate Name

Assistant Commissioner SPC AFP3834

Delegate Title and AFP ID

s 47E(c)

Delegate Signature

Approval Date: 22/10/2021

APPENDIX A

CONFLICT OF INTEREST DECLARATION

Recommending Officer/Evaluation Committee Member 1

Name: s 47E(c)

Title: **OIC Maritime Sydney**

1. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the provision of **AFP Patrol Vessel – NSW Maritime**.
2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.
3. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this Declaration with any potential supplier, I will immediately report it to the Recommending Officer and/or Delegate.
4. I will also immediately report to the Recommending Officer and/or Delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Dated the 13th day of October ~~20~~²⁰xx 2021

Signed:

Dean Elliott

Name:

s 47E(c)

Address:

OR

Where a conflict of interest is or may exist, the following written declaration of that conflict must be made to the Recommending Officer and/or Delegate.

I certify that I have disclosed below all real or perceived conflicts of interest that may exist between myself and any potential supplier in relation to the procurement of **AFP Patrol Vessel – NSW Maritime**.

Conflict Description:

Proposed Resolution Action
(if applicable):

..... |

..... |

Signed:

Name:

Date:

Receipt Acknowledged by:

Signed:

Name:

Position:

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On receipt of a declaration of an actual or potential conflict of interest, the Recommending Officer and/or Delegate must decide on the course of action to be taken to resolve the matter. If, in the opinion of the Recommending Officer and/or Delegate, the conflict of interest is not able to be resolved, the person in relation to whom the conflict exists must be excluded from the procurement process.

APPENDIX A

CONFLICT OF INTEREST DECLARATION

Evaluation Committee Member 2

Name: s 47E(c)

Title: Leading Senior Constable Special Operations - Maritime

1. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the provision of **AFP Patrol Vessel – NSW Maritime**.
2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.
3. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this Declaration with any potential supplier, I will immediately report it to the Recommending Officer and/or Delegate.
4. I will also immediately report to the Recommending Officer and/or Delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Dated the 13 day of October 2021 ~~20xx~~

Signed: 

Name: s 47E(c)

Address:

OR

Where a conflict of interest is or may exist, the following written declaration of that conflict must be made to the Recommending Officer and/or Delegate.

I certify that I have disclosed below all real or perceived conflicts of interest that may exist between myself and any potential supplier in relation to the procurement of **AFP Patrol Vessel – NSW Maritime**.

Conflict Description:

Proposed Resolution Action
(if applicable):

..... |

..... |

Signed:

Name:

Date:

Receipt Acknowledged by:

Signed:

Name:

Position:

On receipt of a declaration of an actual or potential conflict of interest, the Recommending Officer and/or Delegate must decide on the course of action to be taken to resolve the matter. If, in the opinion of the Recommending Officer and/or Delegate, the conflict of interest is not able to be resolved, the person in relation to whom the conflict exists must be excluded from the procurement process.

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APPENDIX A

CONFLICT OF INTEREST DECLARATION

Evaluation Committee Member 3

Name: s 47E(c)
Title: Kirribilli Project Officer

1. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the provision of **AFP Patrol Vessel – NSW Maritime**.
2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.
3. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this Declaration with any potential supplier, I will immediately report it to the Recommending Officer and/or Delegate.
4. I will also immediately report to the Recommending Officer and/or Delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Dated the 12th day of October2021

Signed:
Name: s 47E(c)

Address:

OR

Where a conflict of interest is or may exist, the following written declaration of that conflict must be made to the Recommending Officer and/or Delegate.



I certify that I have disclosed below all real or perceived conflicts of interest that may exist between myself and any potential supplier in relation to the procurement of **AFP Patrol Vessel – NSW Maritime**.

Conflict Description:

Proposed Resolution Action
(if applicable):

..... |
..... |

Signed:

Name:

Date:

Receipt Acknowledged by:

Signed:

Name:

Position:

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APPENDIX A

CONFLICT OF INTEREST DECLARATION

Name: Fiona Drennan


Title: Assistant Commissioner SPC.....

1. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the provision of **AFP Patrol Vessel – NSW Maritime**.
2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.
3. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this Declaration with any potential supplier, I will immediately report it to the Recommending Officer and/or Delegate.
4. I will also immediately report to the Recommending Officer and/or Delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Dated the 22 day of October 2021

Signed:  s 47E(c)

Name: Fiona Drennan

Address:  s 47E(c)

OR

Where a conflict of interest is or may exist, the following written declaration of that conflict must be made to the Recommending Officer and/or Delegate.



I certify that I have disclosed below all real or perceived conflicts of interest that may exist between myself and any potential supplier in relation to the procurement of **AFP Patrol Vessel – NSW Maritime**.

Conflict Description:

Proposed Resolution Action
(if applicable):

..... |
..... |

Signed:

Name:

Date:

Receipt Acknowledged by:

Signed:

Name:

Position:

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OFFICIAL: Sensitive

Initial Risk Profile Assessment

Version Control: v.2.0 30/10/20

Procurement ID	
Procurement Title ⓘ	Coxswain Grade 2 Near Coastal – Training Delivery

This Initial Risk Profile Assessment must be used in conjunction with the [AFP National Guideline on risk management](#).

Completing this assessment is designed to assist AFP officials in identifying the overall risk profile of their procurement activity. Where any area of risk identified is rated at *Medium* or above, a separate [Risk Assessment and Treatment \(RATP\)](#) must be completed.

For further guidance, consult the [AFP Risk and Assurance Team](#).

Enterprise Risk vs. Procurement Activity Assessment

Consider all possible business, operational and procurement risks under each risk category; then nominate whether there is potential for risk/s under each ER category. Once completed, please select the overall highest risk rating based on your initial assessment.

Enterprise Risk (ER) Category	Potential for risk/s?
ER 1 – Health, Safety and Wellbeing Illness, injury or other health conditions which decrease the wellbeing and performance of the AFP workforce	No there are no potential risk/s under this ER category
ER 2 – Culture, Standards and Integrity Systemic failure to comply with the AFP's professional standards, values, regulatory framework and statutory requirements.	No
ER 3 – Operational Outcomes Failure to achieve AFP's identified operational outcomes.	No
ER 4 – Partnerships and Stakeholder Engagement Failure to develop and coordinate effective relationships with domestic and international law enforcement, Government and Non-government organisations,	No
ER 5 – Effectiveness of AFP Capabilities The AFP's capabilities fail to adjust to a changing operating environment.	No
ER 6 – Workforce The AFP fails to attract, retain and maintain a workforce with the skills and capabilities aligned to the AFP's future organisational needs.	No

Initial Risk Profile Assessment

Version Control: v 2.0 30/10/20

ER 7 – Resourcing		No	
Mismanagement or misuse of the resources the AFP needs to meet its operational objectives.			
ER 8 – Information		No	
Systemic failure to effectively collect, use, manage or protect information.			
Overall Initial Risk Profile (Rating)		Low	
<p>Justification for rating/comments:</p> <p>There are no apparent risks through the procurement of this training. The training is a commercially developed package which forms part of the Australian Qualifications Framework and is a minimum standard and requirement as part of Federal Registration for any Commercial Vessel Operator.</p>			
Initial Risk Profile Assessment completed by			
Full Name:	s 47E(c)		
Title:	Inspector, Maritime Capability Sydney		
AFP ID:	23953	Date completed:	28/06/2021

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Initial Risk Profile Assessment

Version Control: v.2.0 30/10/20

Risk level matrix						
LIKELIHOOD	ALMOST CERTAIN	Low	Medium	Significant	High	Critical
	LIKELY	Low	Medium	Significant	High	High
	POSSIBLE	Low	Medium	Medium	Significant	Significant
	UNLIKELY	Low	Low	Medium	Medium	Medium
	RARE	Low	Low	Low	Medium	Medium
		INSIGNIFICANT	MINOR	MODERATE	MAJOR	SEVERE
CONSEQUENCE						

Risk rating and the required action	
Rating	Description
Critical	<p>Risk exceeds the AFP's current risk appetite and requires action.</p> <p>Critical risks are unacceptable and require action to reduce this rating as soon as possible. Critical risks require very timely attention. Critical risks - which cannot be mitigated - should be briefed to the relevant Deputy Commissioner.</p>
High	<p>Risk exceeds the AFP's current risk appetite and requires action.</p> <p>High risks are unacceptable and require additional action to mitigate. Appropriate actions need to be identified and implemented as soon as possible. High risks - which cannot be mitigated - should be briefed to the relevant National Manager/Assistant Commissioner.</p>
Significant	<p>Risk exceeds the AFP's current risk appetite and requires action.</p> <p>Significant risks should only be accepted following consultation and in the absence of available actions to mitigate. The decision to accept a significant level of risk should also be reviewed as part of this consultation. Manager/Commander-level ownership of significant risks is appropriate. Managers/Commanders should be mindful of the AFP's risk tolerance if considering acceptance of a significant level of risk. The effectiveness of existing controls and planned treatment strategies should be reviewed in consultation with key stakeholders. Risks above the AFP's risk appetite should be closely monitored.</p>
AFP Risk Appetite	
Medium	<p>Risk within the AFP's current risk appetite and requires regular review of risk levels and confirmation that controls continue to be effective.</p> <p>Medium risks may be acceptable in the absence of cost effective mitigations. The AFP's risk tolerance should be considered as part of a decision to accept medium level risks. Medium risks should be monitored as part of ongoing risk management to ensure the risk remains within the AFP's risk appetite.</p>
Low	<p>Risk within the AFP's current risk appetite and requires periodic confirmation that controls continue to be in place.</p> <p>Low risks are acceptable. Low risks should be reviewed periodically as part of ongoing risk management processes. Consideration may be given to increasing the risk in order to pursue an opportunity.</p>

Coxswain Grade 2 Near-Coastal – Training Delivery

AFP Procurement ID ⓘ	P220004
Exempt from AusTender Reporting ⓘ	No
CPRs s.2.6 Applying Measures ⓘ	Not applicable
Will this procurement involve consultancy services? ⓘ	No this procurement does not involve consultancy services
Does this procurement require consideration of Australian Privacy Principles (APPs)? ⓘ	No, this procurement does not involve the collection, storage or use of personal information and/or data.

PURPOSE

This Low Value Spending Proposal (Part A) is to:

- Specify the background, requirement/s and risks associated with the proposed procurement activity;
- Describe the procurement methodology to be undertaken; and
- Obtain [PGPA Delegate approval](#), in accordance with the [Public Governance, Performance and Accountability \(PGPA\) Act 2013](#) and the [Commonwealth Procurement Rules \(CPRs\)](#), to progress with the procurement activity to an Approach to Market (ATM) with the intent to commit and enter into a contractual arrangement with a supplier that represents Value for Money (VFM).

INDIGENOUS PROCUREMENT POLICY

In stimulating Indigenous entrepreneurship and business development the procuring business area has undertaken the following: Conducted a search of the Indigenous Business Direct (Supply Nation) but no suitable suppliers were identified

BACKGROUND

The Kirribilli Maritime Team operates to provide water-borne protective security to Official Establishments and Australian High-Office Holders.

12 new members have been recruited to undertake maritime operations and require foundation training as Coxswains. The current scope of operations means the members are only to be trained for inshore operations which requires a Certificate I in Maritime Operations (Coxswain Grade 2 Near-Coastal).

THE REQUIREMENT

Delivery of training which qualifies 12 AFP members with and certifies them in the following:

- Certificate I in Maritime Operations (Coxswain Grade 2 Near Coastal)
- Short Range Marine Radio Operators Certificate of Proficiency
- Australian Maritime Safety Authority Mandated Practical Assessment

The training is required to commence before the end of July 2021.

Has a detailed '[Statement of Requirements \(SOR\)](#)' been completed? Yes No

CONTRACT TERM AND VALUE

The below table is the maximum estimated values for the contract initial term and any applicable options.

The PGPA Delegate approval will cover the Contract Initial Term value only. Prior to executing any contract variations/extensions new PGPA Delegate approval will need to be obtained.

	Contract Value	Contract Term
Initial	AUD \$ 15,000 (GST inclusive)	12 months
Option(s)	Nil	Nil
Total	AUD \$ 15,000(GST inclusive)	12 Months

Cost Centre	s 47E(d)	Internal Order	s 47E(d)
Does this procurement involve the purchase of assets? Asset Under Construction (AUC) (where applicable):		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does this procurement relate to gifting?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Type of contract to be executed:	Supplier's Quotation (should not use for Assets or high value procurements)
----------------------------------	---

RISK ASSESSMENT

The procuring business area has completed an [Initial Risk Profile Assessment](#) to identify all operational, business and procurement-related risks.

The overall risk rating of this procurement activity is:	LOW
--	-----

NOTE: Where the risk rating is assessed at *Medium* or above a separate [Risk Assessment and Treatment Plan \(RATP\)](#) must be undertaken.

METHOD OF PROCUREMENT

The procuring business area has undertaken a risk assessment and determined the most appropriate and compliant procurement method to be: Limited tender seeking quotations from multiple suppliers

List all suppliers (with ABNs where applicable) that will be approached:

- Sea School Marine Training (Sea School International Pty Ltd - ABN: 27 140 038 713)
- Maritime Training School (Silver Spirit Cruises Pty Ltd - ABN: 65 121 257 403)

Both suppliers are Registered Training Organisations who can provide qualifications consistent with the Australian Qualifications Framework.

VALUE FOR MONEY

The procuring business area confirms this procurement will achieve VFM for the AFP as it:
(select all that apply):

- Encourages competition and is non-discriminatory (approaching multiple suppliers)
- Uses public resources in an efficient, effective, economical and ethical manner
- Facilitates accountable and transparent decision making
- Encourages appropriate engagement with risk
- Is commensurate with the scale and scope of the business requirement

Where all of the above elements to VFM cannot be met provide additional justification:

[Click or tap here to enter text.](#)

PROCUREMENT STAKEHOLDERS

In accordance with the [National Guideline on procurement and contracting](#), the following AFP business areas have been consulted (select all that apply):

- | | |
|---|--|
| <input type="checkbox"/> AFP Legal Insert LEX ref # | <input type="checkbox"/> DAF TA* Insert TA ref # |
| <input type="checkbox"/> Security | <input type="checkbox"/> DTA Consider First Policy Insert CONF ref # |
| <input type="checkbox"/> National Armoury | <input type="checkbox"/> DTA Fair Criteria Policy Insert FAIC ref # |
| <input type="checkbox"/> Portfolio Financial Representative | <input type="checkbox"/> Operational Safety & Security Working Group |
| <input type="checkbox"/> National Assets Team | <input type="checkbox"/> Other business area [Insert] |
| <input type="checkbox"/> ICT Assets Team | |

Note: *For ICT-related procurements, a Design Authority Forum (DAF) Technology Acquisition (TA) number must be obtained by consulting with Operations Technology and Innovation (OT&I). To obtain the DAF TA number log a job in the AFP Service Portal.

In addition to the above the following stakeholders will be involved in the progression of this procurement activity.

Stakeholder	Role or responsibility
s.47E(c) Maritime Capability - Sydney	Client Business Area/End User
s.47E(c) KMT Project Manager	Project Manager
s.47E(c) Protection, Eastern Command	Contract Owner
CMD Brett James Operations and Support EC	Contract Manager
s.47E(c) Maritime Capability - Sydney	Contract Administrator
s.47E(c) Maritime Capability - Sydney	Evaluation Committee
s.47E(c) SPS Maritime	

Stakeholder	Role or responsibility
s 47E(c) OIC Garden Island	
s 47E(c) TL Finance Rep SPC	Probity Advisor

EVALUATION

Evaluation Criteria

The below evaluation criteria will be included in the Approach to Market (ATM) documentation, and will be used to assess responses.

Criteria	Weighting <i>(Default is equal weighting but may be changed to %)</i>
Relevant experience <i>Demonstrated relevant experience (and past performance) in delivering the same or similar goods and/or services.</i>	Equal
Ability to deliver <i>Availability of required goods or services, committed available resources (including specified persons, contractors or consultants), and/or demonstrated ability to deliver within required timeframes to an acceptable quality standard.</i>	Equal
Solution <i>Proposed solution is fit-for-purpose and meets the agency's requirements (without over-engineering/over-servicing). Solution considers Australian Government legislation, national and international standards, and agency-specific requirements.</i>	Equal
Flexibility and innovation	Equal

<i>Proposed solution incorporates innovation or may be adapted throughout the lifecycle of the goods and/or services (future-ready).</i>	
<p>Sustainability</p> <p><i>Inclusive of all necessary whole-of-life costs (including any options and components such as freight/transport, maintenance, training, licencing, consumables, future enhancements, transition-in/out, storage, disposals or destruction), does not present an administrative burden to the agency, and is considerate of social, economic and environmental impacts.</i></p>	Equal

Rating

The following rating scale will be applied when conducting the evaluation assessment/s.

Very Good (5)	<i>The Response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth, and its claims are fully supported by the information provided.</i>
Good (4)	<i>The Response satisfies the evaluation criterion to a high standard and/or presents limited risk to the Commonwealth. The Tenderer's claims are supported by the information provided.</i>
Satisfactory (3)	<i>The Response satisfies the evaluation criterion to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided.</i>
Poor* (2)	<i>The Response barely satisfies the evaluation criterion and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided.</i>
Unsatisfactory* (1)	<i>The Response does not satisfy the evaluation criterion and/or presents an unacceptable level of risk to the Commonwealth.</i>

*A 'Poor' or 'Unsatisfactory' rating for one or more evaluation criteria will exclude the Potential Supplier from further participation in the procurement process. Responses received after the ATM closing time will not be accepted.

The outcome of the Evaluation Process – together with any recommendation for the Delegate - will be documented in the [Spending Proposal \(Part B\)](#).

CONFLICT OF INTEREST

All stakeholders who may have influence over this procurement activity, and who have any perceived or actual conflicts of interest must completed a Conflict of Interest (Col) Declaration.

The Recommending Officer is responsible for ensuring all stakeholders are aware of the obligations to self-report by completing a Col Declaration.

The Recommending Officer confirms:

- no perceived or actual conflicts have been identified.
- perceived or actual conflicts have been identified, and Conflict of Interest (Col) Declarations have been completed.

RECOMMENDATION

I, as the Recommending Officer, confirm that this procurement activity will be conducted in accordance with the Australian Government procurement framework, and the [AFP National Guideline on procurement and contracting](#). The procurement method detailed above will ensure that value for money will be achieved.

Relevant attachments to this procurement activity:

- [Estimated procurement timetable](#) (optional)
- [Initial Risk Profile Assessment](#)

s 47E(c)

Name

Inspector 23953

Title and AFP No.

s 47E(c)

Signature

28/06/2021

Date reviewed

PGPA DELEGATE APPROVAL

Procurement Title	Coxswain Grade 2 Near-Coastal – Training Delivery
AFP Procurement ID	
Contract Initial Value	AUD \$ 15,000 (GST inclusive)

Contract Initial Term	12 months
<p>I, as the relevant <u>PGPA Delegate</u>, am satisfied that:</p> <ul style="list-style-type: none"> <input type="checkbox"/> this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the <u>Public Governance Performance and Accountability Act 2013</u>, the <u>Commonwealth Procurement Rules (CPRs)</u>, the <u>Commissioner's Financial Instructions</u>, and the <u>AFP National Guideline on procurement and contracting</u>. <input type="checkbox"/> I hold the appropriate PGPA delegation and have sufficient funds within my area of delegation to cover any resulting commitment. <input type="checkbox"/> Conflicts of Interest Declarations have been declared, documented and appropriately managed. <input type="checkbox"/> this procurement activity will provide an efficient, effective, economical and ethical use of Government money. <p><u>PGPA Delegate approval:</u></p> <p><input type="checkbox"/> Approved to Approach to Market (ATM) <input type="checkbox"/> Not approved to Approach to Market (ATM)</p> <p>s 47E(c) _____</p> <p>Delegate Name Delegate Signature</p> <p>PS Superintendent 21372 _____</p> <p>Delegate Title and AFP ID Approval Date</p>	

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Specialist Protective Command

Date in:	CMS: 2021/605
Importance	PRIORITY

Subject	BSP – Supply of Marine Vinyl Wrap – AFP06		
To	Cmdr SPS	Functional Area	Specialist Protective Command
For	approval	Action Officer	s 47E(c)
	By 19/02/2021		Sgt SPS-Maritime
Through		Comments to EA	
CC	s 47E(c)		

Final Approval	
Name: Linda Champion Position: CommanderSPS	Signature:
Date:	
Comments:	

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OFFICIAL

Comments: C-SPS Please see attached EB for approval to have the Marine Vinyl Wrap: <ol style="list-style-type: none">1. Endorsed; and2. Approved for supply/install to AFP06.		
Name/Position: s 47E(c) Sgt SPS-Maritime	Signature: s 47E(c)	Date: 16 February 2021

Comments:		
Name/Position:	Signature:	Date:

Comments:		
Name/Position:	Signature:	Date:

Comments:		
Name/Position:	Signature:	Date:

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AFP
AUSTRALIAN FEDERAL POLICE

Executive Briefing

CMS 2021/605

Addressee Commander SPS

Title BSP – Supply of Marine Vinyl Wrap – AFP06 (Kirribilli Project)

Action required:

For approval.

Deadline:

Immediate.

Reasons for proposed actions:

The Kirribilli Project is seeking the funds and approval for the installation of the new marine vinyl wrap for AFP06.

The vessel is to be deployed in support of the Kirribilli Project in accordance with the NPI. The vessel has been uplifted to Sydney and is undergoing an engine re-power and pre-deployment maintenance prior to entering the water. If approved, it is intended that the wrap will be installed during this maintenance period.

Additionally and in accordance with the approved 'EB Replacement of SPS maritime vessel branding wrap', the final concept of the vessel wrap is attached for Commander SPS approval. Once design and funds are approved, an accurate timeframe for installation will be provided.

The Below BSP has been reviewed and endorsed by the SPC Compliance team for Commander's consideration.

Financial implications:

All costs will be funded through the Kirribilli NPI.

Recommendation:

It is recommended that:

1. The attached 'Proof Concept' be approved;
2. The attached BSP be approved to have the Marine Vinyl Wrap installed on AFP06

s 47E(c)

Sgt 5182
SPS Maritime

16 February 2021



Basic Spending Proposal <\$10,000 (GST Inclusive)

VERSION 0.01 (11/03/2019)

Procurement ID	<Provided by National Procurement and Contracts (NPC) if compliance review conducted>	
Procurement Title ⓘ	Supply of Marine Vinyl Wrap - AFP06 (Kirribilli Project)	
Does this procurement require consideration of Australian Privacy Principles (APPs)? ⓘ	No, this procurement does not involve the collection, storage or use of personal information and/or data.	
PGPA Delegate ⓘ	Linda Champion Commander SPS	AFP4653
Requesting Officer	s 47E(c) LSC – Tactical Interdiction Project	AFP12055
Requesting Business Area/Team	Specialist Protection Command	SPS-Maritime
Cost Centre and Internal Order	s 47E(a)	
Estimated Value and Date Required	AUD \$5,000.00 (GST inclusive)	Date required: 19-Feb-21
Payment Method ⓘ	Corporate Credit Card (Preferred)	
Risk Rating ⓘ	<input checked="" type="checkbox"/> Low	(Risk ratings at or above 'MEDIUM' cannot be progressed on this template)
	Risk statement: The procuring business area has considered the business, operational and procurement risks and has not identified any significant risks. A formal Risk Assessment and Treatment Plan (RATP) has not been conducted.	
Conflicts of Interest ⓘ	No conflict/s have been identified. A Col Declaration is not required.	
Attachments (where applicable)	<input type="checkbox"/> Project Initiation Document (PID) <input checked="" type="checkbox"/> Quotation/s Other attachments: AFP Marine Protection Concept	

Goods and/or services required

SPS Maritime are seeking the supply and installation of an approved Marine Vinyl Wrap for AFP Patrol Vessel AFP06 in support of the Kirribilli Marine Protection Project.

Describe the business or operational need

In line with the New Policy Initiative (NPI) for the Kirribilli Maritime Capability which endorsed the establishment of an AFP security presence on the harbour of Kirribilli and Admiralty House, the Specialist Protective Command (SPC) is seeking approval to replace current marine wrap of AFP vessel, AFP06.

To enable implementation of a vessel, as a matter of priority, SPC has identified and negotiated the transfer an ACT Policing 9.5m Naiad patrol vessel to the newly created Kirribilli maritime security presence. The operating

area the vessel will be designated to is a high flow transit zone with public transport, commercial vessels, private vessels and NSW Police.

s 47E(d)

s 47E(d)

Procurement method

The procurement method will be a low value limited tender approach (i.e. request for quotation) to the following supplier/s to provide quotation:

- **Direct approach to Planetwrap.** Marine vinyl wrap is a specialised protective coating that is required to be installed to protect the integrity of the vessels construction materials, whilst providing a visual representation of the task of the vessel. The selected vendor installed the initial wrap on the AFP Patrol vessel and as such holds all the cut files for the areas of the vessel required to be wrapped. These files were created during the construction of the vessel in consultation with the builder and are the IP of Planetwrap. To recreate these files would require additional funding and increase the timeframe of the process. Planetwrap have provided the approved initial mock-ups to meet the AFP operational and marketing requirements. These are able to be drafted due to Planetwrap having AFP approval to recreate and use the crest and approved font. Planetwrap holds the contemporary knowledge and files to undertake the installation without an increase in timeframe and additional set up costs. This approach represents value for money and meeting the timeframes to avoid any impact on the delivery of the new capability.

Responses will be evaluated in accordance with CPRs to identify the preferred supplier who represents best value for money for the AFP.

PGPA Delegate Approval

I, as the relevant [PGPA Delegate](#), am satisfied that:

- X this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the [Public Governance Performance and Accountability Act 2013](#), the [Commonwealth Procurement Rules \(CPRs\)](#), the [Commissioner's Financial Instructions](#), and the [AFP National Guideline on procurement and contracting](#)
- X the estimated value of the proposed procurement is valued less than \$10,000 (GST inclusive)
- X the procurement risk rating is 'medium' or less
- X Conflicts of Interest declarations have been declared, documented and appropriately managed
- X this procurement does not involve controlled items, consultancy services, and is not ICT-related
- X this procurement activity will provide an efficient, effective, economical and ethical use of Government money

PGPA Approval under s.23 of the PGPA Act to a) approach the market and b) commit and enter:

- X Procurement Activity **Approved** Procurement Activity **Not Approved**

L. CHAMPION

Delegate Name

Commander afp4653

Delegate Title and AFP ID



MARINE WRAP SYSTEM

Planetwrap

Unit 8/17 Rivergate Place,
MURARRIE QLD 4172
P: 07 3890 8340
E: info@planetwrap.com.au
http://www.planetwrap.com.au
ABN: 90 406 238 730

Quote

Number: **6214**

Date: 1/02/2021

For: **Australian Federal Police**
SRG Maritime
PO Box 401
CANBERRA, ACT 2612

Attn: s 47E(c)

Refit of 9.5m Naiad in Sydney
UVI: 24789
Quoted price includes travel & installation for 2 guys

Code	Description	Quantity
QUOTE	Quoted Price	
		s 47G(1)(a)

Payment Terms: 50% Deposit is required on Acceptance of Quote to confirm & commence booking.
A Tax Invoice will be issued on completion of job

s 47G(1)(a)

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VESSEL PROJECT DATA FOR:

***AFP Trial Vessel
Proof 2***

planetwrap.
MARINE WRAP SYSTEM



MARITIME PROTECTION

planetwrap.
MARINE WRAP SYSTEM



(07) 3890 8340

wraps@planetwrap.com.au



Unit 8, 17 Rivergate Place, Murarrie, 4172

DRAWING TYPE

QUOTE & CONCEPT

VESSEL

AFP TRIAL VESSEL

DRAWN BY

MARK

DATE

24/11/20

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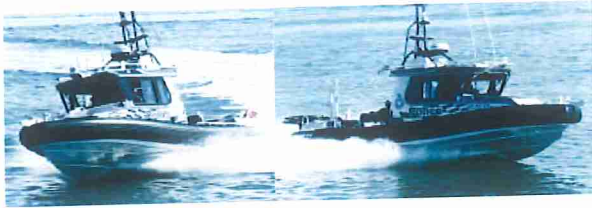
MARITIME PROTECTION



 (07) 3890 8340
 wraps@planetwrap.com.au
 Unit 8, 17 Rivergate Place, Murrumbidgee, 4172




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DRAWN BY	MARK	DATE	24/11/20

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	DRAWN BY	MARK	DATE	24/11/20

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- For further information concerns or queries regarding this document
 - contact can be made via email or through calling direct.

wraps@planetwrap.com.au or feel free to call us direct at +61 7 3890 8340 or +61 4 0597 25 24 ah anytime

Please help us to serve your vessels better.

planetwrap.
MARINE WRAP SYSTEM

Procurement ID	<Provided by National Procurement and Contracts (NPC) if compliance review conducted>
Procurement Title ⓘ	Provision of training to undertake Certificate 1 Maritime Operation

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ER 2 – Culture, Standards and Integrity Systemic failure to comply with the AFP's professional standards, values, regulatory framework and statutory requirements.	No
ER 3 – Operational Outcomes Failure to achieve AFP's identified operational outcomes.	No
ER 4 – Partnerships and Stakeholder Engagement Failure to develop and coordinate effective relationships with domestic and international law enforcement, Government and Non-government organisations,	No
ER 5 – Effectiveness of AFP Capabilities The AFP's capabilities fail to adjust to a changing operating environment.	No
ER 6 – Workforce The AFP fails to attract, retain and maintain a workforce with the skills and capabilities aligned to the AFP's future organisational needs.	No



ER 7 – Resourcing Mismanagement or misuse of the resources the AFP needs to meet its operational objectives.		No	
ER 8 – Information Systemic failure to effectively collect, use, manage or protect information.		No	
Overall Initial Risk Profile (Rating)		Low	
Justification for rating/comments:			
Initial Risk Profile Assessment completed by			
Full Name:	s 47E(c)		
Title:	A/PSO2		
AFP ID:	24073	Date completed:	14/09/2022

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Risk level matrix						
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	LIKELY	Low	Medium	Significant	High	High
	POSSIBLE	Low	Medium	Medium	Significant	Significant
	UNLIKELY	Low	Low	Medium	Medium	Medium
	RARE	Low	Low	Low	Medium	Medium
		INSIGNIFICANT	MINOR	MODERATE	MAJOR	SEVERE
CONSEQUENCE						

Risk rating and the required action	
Rating	Description
Critical	<p>Risk exceeds the AFP's current risk appetite and requires action.</p> <p>Critical risks are unacceptable and require action to reduce this rating as soon as possible. Critical risks require very timely attention. Critical risks - which cannot be mitigated - should be briefed to the relevant Deputy Commissioner.</p>
High	<p>Risk exceeds the AFP's current risk appetite and requires action.</p> <p>High risks are unacceptable and require additional action to mitigate. Appropriate actions need to be identified and implemented as soon as possible. High risks - which cannot be mitigated - should be briefed to the relevant National Manager/Assistant Commissioner.</p>
Significant	<p>Risk exceeds the AFP's current risk appetite and requires action.</p> <p>Significant risks should only be accepted following consultation and in the absence of available actions to mitigate. The decision to accept a significant level of risk should also be reviewed as part of this consultation. Manager/Commander-level ownership of significant risks is appropriate. Managers/Commanders should be mindful of the AFP's risk tolerance if considering acceptance of a significant level of risk. The effectiveness of existing controls and planned treatment strategies should be reviewed in consultation with key stakeholders. Risks above the AFP's risk appetite should be closely monitored.</p>
AFP Risk Appetite	
Medium	<p>Risk within the AFP's current risk appetite and requires regular review of risk levels and confirmation that controls continue to be effective.</p> <p>Medium risks may be acceptable in the absence of cost effective mitigations. The AFP's risk tolerance should be considered as part of a decision to accept medium level risks. Medium risks should be monitored as part of ongoing risk management to ensure the risk remains within the AFP's risk appetite.</p>
Low	<p>Risk within the AFP's current risk appetite and requires periodic confirmation that controls continue to be in place.</p> <p>Low risks are acceptable. Low risks should be reviewed periodically as part of ongoing risk management processes. Consideration may be given to increasing the risk in order to pursue an opportunity.</p>

Silver Spirit Cruises Pty Ltd

138 Cabarita Road
Cabarita NSW 2137
Phone: 02 9736 3655
s 47F(1)maritimetrainingschool.com.au
www.maritimetrainingschool.com.au
ABN: 65 121 257 403



Tax invoice

Invoice number
00000181

Issue date
07/10/2022

Due date
27/10/2022

Bill to

s 47E(c)

Australian Federal Police

Item ID	Description	Units	Unit price (\$) excluding tax	Tax	Amount (\$) excluding tax
MAR20318 Coxswain 1	MAR20318 Coxswain Grade 1	EA	4		
AMPA	AMPA Coxswain 1	EA	4		
AMPA AMSA FEE	AMPA AMSA Application Fee Coxswain 1	EA	4		s 47G(1)(a)
AMSA Student Submission	AMSA Student Submission Fee- this is if you wish MTS to submit all AMSA forms and evidence for student application on their behalf - Coxswain 1	EA	4		

Notes

Thank you for considering Maritime Training School

Subtotal (exc. tax)

Tax

Total Amount (inc. tax)

Total paid

Balance due

s 47G(1)(a)

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[Click here to view](#)

How to pay

Due date: 27/10/2022

s 47G(1)(a)

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AFP
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Executive Briefing

Approved

Addressee/s Assistant Commissioner Specialist Protective Command
Commander Specialist Operations

Superintendent Innovation and Engagement

Title Kirribilli Maritime Program – Approval of High Value Spend Proposal PART B and Vendor quote for the **NSW Fast Patrol Craft** capability

Action: For endorsement and PGPA Delegate Approval

Deadline: **Priority**

Reasons for proposed actions:

In line with the New Policy Proposal (NPP) for the AFP Kirribilli Maritime Capability, which endorsed the enhancement of AFP security measures through the establishment of a harbour side presence for Kirribilli and Admiralty House, Kirribilli Maritime Program is seeking Assistant Commissioner Specialist Protective Command (AC SPC) endorsement of the next phase of the AFP Procurement process. Requesting approval of the **High Value Spend Proposal (HSVP) PART B and Vendor quotation** s 22(1)(a)(ii)

s 47E(d) the **NSW Fast Patrol Craft** capability.

Capability One – NSW Vessel

On the 22 October 2021, AC SPC approved the HSVP Part A s 22(1)(a)(ii) Program is seeking approval for the **NSW Fast Patrol Craft Part B and Vendor quotation**.

s 22(1)(a)(ii)

Capability One – NSW Vessel

Funding Source	Funded Amount 2021/22	Funded Amount 2022/23	Funded Amount 2023/24	Funded Amount 2024/25	Total Funding
NSW Kirribilli NPI/DCB	\$613,000.00	\$350,000.00	\$60,000.00	\$60,000.00	\$1,083,000.00

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Resourcing for the procurement and build of the s 22(1)(a)(ii) for the Kirribilli Maritime Program will continue to be managed by Kirribilli Program Manager, Officer in Charge Kirribilli Maritime Team and Leading Senior Constable Maritime.

Consultation:

Specialist Operations Maritime Capability
Eastern Command
SPC Procurement
Central Procurement Services

Expected Reaction:

On approval of the HSVP Part B and Vendor quotation the Kirribilli Maritime Program will begin the purchase order and contract phase of the procurement process, enabling the completion of committed milestones for the expenditure of allocated NPP capital funding.

Recommendation:

It is recommend that you:

- Endorse Part B and Vendor quotation for Kirribilli Maritime NSW Fast Patrol Craft capability
- Sign the PGPA Delegate Approval within the HSVP Part B

s 47E(c)

Kirribilli Maritime Program Manager
15 December 2021

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Specialist Protective Command

Date in: 16/12/2021	CMS:
Importance	PRIORITY

Subject	Kirribilli Maritime Program – Approval of High Value Spend Proposal PART B – NSW Fast Patrol Craft		
To	A/Assistant Commissioner Quinn	Functional Area	Specialist Protective Command
For	signature	Action Officer	s 47E(c)
	By 17/12/2021 To meet procurement and NPP milestones		
Through	Commander Wegg s 47E(c)	Comments to EA	
CC			

Final Approval	
Name: A/Assistant Commissioner Quinn Position: Assistant Commissioner SPC	Signature:  s 47E(c)
Date: 19/12/21	
Comments: This is endorsed. I have no conflict to report –  19/12/21.	

OFFICIAL

OFFICIAL

Comments:

CMD,

Please find attached for AC SPC approval and signature, the Kirribilli Maritime Program HSVP Part B and Vendor quote for the procurement of the **Kirribilli Maritime Program – NSW Fast Patrol Craft**

Please find attached:

- Executive Brief
- HVSP Part B– Kirribilli Maritime Program s 47E(d) For AC SPC signature)
s 47G(1)(a)

For your review/endorsement and on forwarding to AC SPC, seeking approval for this HSVP Part B and Vendor quote for this capital expenditure.

Name/Position:

Commander Alison Wegg
Specialist Operations

Signature:

s 47E(c)

Date:

16/11/2021

Comments:

CMD,

Please find attached for AC SPC approval and signature, the Kirribilli Maritime Program HSVP Part B and Vendor quote for the procurement of the **Kirribilli Maritime Program – NSW Fast Patrol Craft**

Please find attached:

- Executive Brief
- HVSP Part B– Kirribilli Maritime Program s 47E(d) For AC SPC signature)
s 47G(1)(a)

For your review/endorsement and on forwarding to AC SPC, seeking approval for this HSVP Part B and Vendor quote for this capital expenditure.

Name/Position:

s 47E(c)
Operational Engagement and
Specialist Response

Signature:**Date:**

16/12/2021

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Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.11 3/13/08/2021

Provision of AFP Patrol Vessel – NSW Maritime

AFP Procurement ID ⓘ	P220095
Exempt from AusTender Reporting ⓘ	No
Public Interest Certificate Issued ⓘ	No
CPRs s.2.6 Applying Measures ⓘ	Not applicable

PURPOSE

This Spending Proposal (Part B) is to:

- Provide opportunity to inform the PGPA Delegate of any changes that have occurred since the Spending Proposal (Part A) Approval to Approach the Market (ATM) was approved;
- Capture the findings of the evaluation process undertaken; and
- Obtain [PGPA Delegate approval](#), in accordance with the [Public Governance, Performance and Accountability \(PGPA\) Act 2013](#) and the [Commonwealth Procurement Rules \(CPRs\)](#), to commit and enter into a contractual arrangement with the recommended supplier that represents Value for Money (VFM).

This procurement activity's Spending Proposal (Part A) was approved on:	22/10/2021
Approved by PGPA Delegate:	Fiona Drennan AC Specialist Protective Command AFP3834

PROCUREMENT ACTIVITY CHANGES

Declare any changes or deviations that have occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate.

Note: Only where a change has occurred and the procurement's value is \$80,000 (GST inclusive) or more does this Spending Proposal (PART B) need to be submitted to CPS for compliance review.

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: 9.11.3 13/08/2021

<p>Has any changes occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Where you have answered 'Yes' above, select all areas where changes have occurred:</p>	<p> <input type="checkbox"/> Background <input type="checkbox"/> Requirement or scope <input checked="" type="checkbox"/> Contract value <input type="checkbox"/> Contract term <input type="checkbox"/> Risk profile or assessment <input type="checkbox"/> Method of procurement <input type="checkbox"/> Value for money <input checked="" type="checkbox"/> Evaluation criteria or assessment <input type="checkbox"/> Conflict of Interest <input type="checkbox"/> Other </p>

<p>Has AFP Legal been consulted in preparing the contract?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Insert LEX ref #</p>
--	--	-------------------------

Further detail of changes (where applicable)

Provide succinct detail of what change/s have occurred, and any relevant justification/s. [i](#)

The following changes – from those planned and approved in the Part A - have been applied to this procurement process:

- a) Minor decrease of \$3,000.20 (GST inclusive) in value of procurement of the vessel as the price indicated on Part A was a market research estimate only.
- b) AFP Legal will be consulted in drafting the contract.
- c) CPS review is not required as contract value is less and contract term has not changed.

EVALUATION OUTCOME

The evaluation criteria in the approved Spending Proposal (Part A) was used to assess all responses.

The below table captures all Suppliers invited to participate in this procurement activity, with evaluation scores and rankings provided for each. (For RFT processes – only those Suppliers who provided a submission have been included in the table below.)

Insert Date

Page 2 of 7

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

IN APPROVAL OF THE OFFICER

Respondents (Supplier name and ABN)	Relevant experience	Ability to deliver	Solution	Flexibility and innovation	Sustainability	RANK
s 47G(1)(a)						
Preferred Supplier:	s 47G(1)(a)					
<p>Evaluation Committee's comments:</p> <p><i>Provide a summary of the Evaluation Committee's findings including justification for ratings given, any risks or contract negotiation points, discussion against competitiveness of offering/s and whether the Committee believes any offer represents VFM.</i></p>	s 47G(1)(a), s 47E(d)					

Has a separate detailed Evaluation Report been undertaken? No, the procuring business area is satisfied that this Part B sufficiently forms the official evaluation record

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control v 1.1 11/08/2021

CONTRACT SUMMARY

The below table is the actual contract value and term/s (and any applicable options) proposed to be entered into.

The PGPA Delegate approval will cover the Contract Initial Term value only. Prior to executing any contract variations/extensions a new PGPA Delegate approval will need to be obtained by completing a Spending Proposal (Part C).

	Contract Value	Contract Term
Initial	AUD \$ 1,079,999.80 (GST inclusive)	48 months
Option(s)	N/A	1 x 1 year extension
Total	AUD \$1,079,999.80 (GST inclusive)	60 months

CAF Fee: <i>If applicable - please include the value of any CAF fees payment either directly under the proposed contract, or separately to Digital Transformation Agency (DTA) or Department of Finance (DoF).</i>	N/A
--	-----

Type of contract to be executed:	AFP Contract (prepared in consultation with AFP Legal)
AFP contract category: <i>Refer to the 'Factsheet – AFP Contract Management' to assist in determining the appropriate contract category</i>	Routine

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

Version Control: v.13.3 13/08/2021

CPS COMPLIANCE REVIEW

Important: Only required where a change has been declared and the procurement activity is valued \$80,000 (GST inclusive) or more.

CPS compliance review required?	Yes, as changes have occurred since the Spending Proposal (Part A) was approved by the PGPA Delegate and the procurement activity is high value. (Ensure this form is completed and submitted to NPC)
--	---

Central Procurement Services (CPS) has conducted a compliance review of this spending proposal against the [Commonwealth Procurement Rules \(CPRs\)](#), relevant procurement connected policies (PCPs), and the [AFP National Guideline on procurement and contracting](#).

Based on the information provided by the procuring business area CPS considers this procurement activity as:

compliant *Where reviewed as 'compliant' please finalise 'Recommendation' section, and progress to the Delegate.*

conditionally-compliant *Where reviewed as 'conditionally-compliant' the non-compliance issues (listed below) should be actioned OR justification for why no action has been taken must be documented in the 'Recommendation' section. Documents reviewed as 'Conditionally-compliant' can be progressed without CPS re-review.*

non-compliant *Where reviewed as 'non-compliant' the non-compliance issues must be actioned, and the revised iteration of this document resubmitted to CPS (for re-review).*

Non-compliance issues to be address:

-

CPS advice/better practice comments:

-

Is AFP Legal consultation required: Choose an item.

Name	Signature
Title and AFP No.	Select date here
	Date reviewed

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

RECOMMENDATION

I, as the Recommending Officer, confirm that this procurement activity has been conducted in accordance with the [CPRs](#) and the [AFP National Guideline on procurement and contracting](#); and confirm that the proposed contractual arrangement detailed above will provide value for money.

Recommending Officer's comments:

Click or tap here to enter text.

Relevant attachments (including updates) to this procurement activity:

- [Risk Assessment](#)
- [Estimated procurement timetable](#)
- Detailed statement of requirements (SoR)
- Conflict of Interest (Col) form/s

s 47E(c)

Name

Superintendent AFP23953

Title and AFP No.

s 47E(c)

Signature

16/12/2021

Date reviewed

Spending Proposal (PART B)

Evaluation outcome + approval to commit and enter

PGPA DELEGATE APPROVAL

Procurement Title	Provision of AFP Patrol Vessel – NSW Maritime
AFP Procurement ID	P220095
Contract Initial Value	AUD \$ \$1,079,999.80 (GST inclusive)
Contract Initial Term	48 months

I, as the relevant PGPA Delegate, am satisfied that:

- this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the Public Governance Performance and Accountability Act 2013, the Commonwealth Procurement Rules (CPRs), the Commissioner's Financial Instructions, and the AFP National Guideline on procurement and contracting.
- I hold the appropriate PGPA delegation and have sufficient funds within my area of delegation to cover any resulting commitment.
- Conflicts of Interest Declarations have been declared, documented and appropriately managed.
- this procurement activity will provide an efficient, effective, economical and ethical use of Government money.

PGPA Delegate approval:

Approved to Commit and Enter

Not approved

s 47E(c)

Andrea Quinn

Delegate Name

Delegate Signature

A/AC Specialist Protective Command

Delegate Title and AFP ID

19 December 2021

Approval Date

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Provision of Training to undertake Certificate 1 Maritime Operations

AFP Procurement ID ⓘ	<Provided by Central Procurement Services (CPS) if submitted for compliance review>
Exempt from AusTender Reporting ⓘ	No
CPRs s.2.6 Applying Measures ⓘ	Not applicable
Will this procurement involve consultancy services? ⓘ	No this procurement does not involve consultancy services
Does this procurement require consideration of Australian Privacy Principles (APPs)? ⓘ	No, this procurement does not involve the collection, storage or use of personal information and/or data.

PURPOSE

This Low Value Spending Proposal (Part A) is to:

- Specify the background, requirements and risks associated with the proposed procurement activity;
- Describe the procurement methodology to be undertaken; and
- Obtain [PGPA Delegate approval](#), in accordance with the [Public Governance, Performance and Accountability \(PGPA\) Act 2013](#) and the [Commonwealth Procurement Rules \(CPRs\)](#), to progress with the procurement activity to an Approach to Market (ATM) with the intent to commit and enter into a contractual arrangement with a supplier that represents Value for Money (VFM).

INDIGENOUS PROCUREMENT POLICY

In stimulating Indigenous entrepreneurship and business development the procuring business area has undertaken the following: Conducted a search of the Indigenous Business Direct (Supply Nation) but no suitable suppliers were identified

BACKGROUND

The Kirribilli Maritime Team operates to provide water-borne protective security to Official Establishments and Australian High-Office Holders.

Eight (8) new members have been recruited to undertake maritime operations and require extensive training to obtain a Coxswain Grade 2NC ticket.

THE REQUIREMENT

Delivery of training which qualifies 8 AFP members with and certifies them in the following:

- Certificate I in Maritime Operations (Coxswain Grade 2 Near Coastal)
- Short Range Marine Radio Operators Certificate of Proficiency
- Australian Maritime Safety Authority Mandated Practical Assessment

The training is required to commence before the end of November 2022.

Has a detailed '[Statement of Requirements \(SOR\)](#)' been completed? Yes No

CONTRACT TERM AND VALUE

The below table is the maximum estimated values for the contract initial term and any applicable options.

The PGPA Delegate approval will cover the Contract Initial Term value only. Prior to executing any contract variations/extensions new PGPA Delegate approval will need to be obtained.

	Contract Value	Contract Term
Initial	AUD \$15,000.00 (GST inclusive)	October 2022 – January 2023
Option(s)	Not applicable	Not applicable
Total	AUD \$15,000.00 (GST inclusive)	4 months

Cost Centre	s 47E(d)	Internal Order	s 47E(d)
Does this procurement involve the purchase of assets?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Asset Under Construction (AUC) (where applicable):		[Insert AUC number]	
Does this procurement relate to gifting?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Type of contract to be executed:	Commonwealth Contract (using the CCS portal)
----------------------------------	--

RISK ASSESSMENT

The procuring business area has completed an [Initial Risk Profile Assessment](#) to identify all operational, business and procurement-related risks.

The overall risk rating of this procurement activity is:	LOW
--	-----

NOTE: Where the risk rating is assessed at *Medium* or above a separate [Risk Assessment and Treatment Plan \(RATP\)](#) must be undertaken.

METHOD OF PROCUREMENT

The procuring business area has undertaken a risk assessment and determined the most appropriate and compliant procurement method to be: Limited tender seeking quotations from multiple suppliers

List all suppliers (with ABNs where applicable) that will be approached:

- **Sea School Marine Training (Sea School International Pty Ltd)** (ABN: 27 140 038 713)
- **Maritime Training School (Silver Spirit Cruises Pty Ltd)** (ABN: 65 121 257 403)
- **Maritime Safety Training NSW (M.A.S.T NSW)** (ABN: 64 002 693 281)

Both suppliers are Registered Training Organisations who can provide qualifications consistent with the Australian Qualifications Framework.

VALUE FOR MONEY

The procuring business area confirms this procurement will achieve VFM for the AFP as it:
(select all that apply):

- Encourages competition and is non-discriminatory (approaching multiple suppliers)
- Uses public resources in an efficient, effective, economical and ethical manner
- Facilitates accountable and transparent decision making
- Encourages appropriate engagement with risk
- Is commensurate with the scale and scope of the business requirement

Where all of the above elements to VFM cannot be met provide additional justification:

Click or tap here to enter text.

PROCUREMENT STAKEHOLDERS

In accordance with the [National Guideline on procurement and contracting](#), the following AFP business areas have been consulted (select all that apply):

- | | |
|--|--|
| <input type="checkbox"/> AFP Legal Insert LEX ref # | <input type="checkbox"/> DAF TA* Insert TA ref # |
| <input type="checkbox"/> Security | <input type="checkbox"/> DTA Consider First Policy Insert CONF ref # |
| <input type="checkbox"/> National Armoury | <input type="checkbox"/> DTA Fair Criteria Policy Insert FAIC ref # |
| <input checked="" type="checkbox"/> Portfolio Financial Representative | <input type="checkbox"/> Operational Safety & Security Working Group |
| <input type="checkbox"/> National Assets Team | <input checked="" type="checkbox"/> Other business area: EC Finance Team |
| <input type="checkbox"/> ICT Assets Team | |

Note: *For ICT-related procurements, a Design Authority Forum (DAF) Technology Acquisition (TA) number must be obtained by consulting with Operations Technology and Innovation (OT&I). To obtain the DAF TA number log a job in the AFP Service Portal.

In addition to the above the following stakeholders will be involved in the progression of this procurement activity.

Stakeholder (Full name and role/position title)	Role or responsibility (In relation to this procurement activity)
Maritime Capability - Sydney	Client Business Area/End User
N/A	Project Manager (where applicable)
s 47E(c) Protection, Eastern Command	Contract Owner
s 47E(c) Operations and Support EC	Contract Manager
s 47E(c) Maritime Capability - Sydney	Contract Administrator
s 47E(c) PSO2 - Maritime Capability - Sydney s 47E(c) PSO2 - Maritime Capability - Sydney s 47E(c) A/PSO2 - Maritime Capability - Sydney	Evaluation Committee (<i>mandatory, recommend three members</i>) (Chair + Panel Members)
N/A	Probity Advisor (<i>where applicable</i>)

EVALUATION

Evaluation Criteria

The below evaluation criteria will be included in the Approach to Market (ATM) documentation, and will be used to assess responses.

Criteria	Weighting <i>(Default is equal weighting but may be changed to %)</i>
Relevant experience <i>Demonstrated relevant experience (and past performance) in delivering the same or similar goods and/or services.</i>	Equal weighting
Ability to deliver <i>Availability of required goods or services, committed available resources (including specified persons, contractors or consultants), and/or demonstrated ability to deliver within required timeframes to an acceptable quality standard.</i>	Equal weighting
Solution <i>Proposed solution is fit-for-purpose and meets the agency's requirements (without over-engineering/over-servicing). Solution considers Australian Government legislation, national and international standards, and agency-specific requirements.</i>	Equal weighting
Flexibility and innovation <i>Proposed solution incorporates innovation or may be adapted throughout the lifecycle of the goods and/or services (future-ready).</i>	Equal weighting
Sustainability <i>Compliance with all Procurement Connected Policies (PCPs), consideration of all necessary whole-of-life costs (including any options and components such as freight/transport, maintenance, training, licencing, consumables, future enhancements, transition-in/out, storage, disposals or destruction), does not present an administrative burden to the agency, and is considerate of social, economic and environmental impacts</i>	Equal weighting

Rating

The following rating scale will be applied when conducting the evaluation assessment/s.

Very Good (5)	<i>The Response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth, and its claims are fully supported by the information provided.</i>
Good (4)	<i>The Response satisfies the evaluation criterion to a high standard and/or presents limited risk to the Commonwealth. The Tenderer's claims are supported by the information provided.</i>
Satisfactory (3)	<i>The Response satisfies the evaluation criterion to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided.</i>
Poor* (2)	<i>The Response barely satisfies the evaluation criterion and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided.</i>
Unsatisfactory* (1)	<i>The Response does not satisfy the evaluation criterion and/or presents an unacceptable level of risk to the Commonwealth.</i>

*A 'Poor' or 'Unsatisfactory' rating for one or more evaluation criteria will exclude the Potential Supplier from further participation in the procurement process. Responses received after the ATM closing time will not be accepted.

The outcome of the Evaluation Process – together with any recommendation for the Delegate - will be documented in the [Spending Proposal \(Part B\)](#).

CONFLICT OF INTEREST

All stakeholders who may have influence over this procurement activity, and who have any perceived or actual conflicts of interest must complete a Conflict of Interest (CoI) Declaration.

The Recommending Officer is responsible for ensuring all stakeholders are aware of the obligations to self-report by completing a CoI Declaration.

The Recommending Officer confirms:

- no perceived or actual conflicts have been identified.
- perceived or actual conflicts have been identified, and Conflict of Interest (CoI) Declarations have been completed.

RECOMMENDATION

I, as the Recommending Officer, confirm that this procurement activity will be conducted in accordance with the Australian Government procurement framework, and the [AFP National Guideline on procurement and contracting](#). The procurement method detailed above will ensure that value for money will be achieved.

Recommending Officer's comments:

- Due to ongoing operational requirements, it has been identified that Maritime require additional qualified members to fulfil an operational relief pool. In accordance with AFP governance and national Maritime legislation members are required to hold a commercial qualification.

Relevant attachments to this procurement activity:

- [Estimated procurement timetable](#) (optional)
- Detailed statement of requirements (SoR) (optional)
- [Initial Risk Profile Assessment](#)
- [Risk Assessment and Treatment Plan](#) (as required)
- [Conflict of Interest \(Col\) form/s](#) (as required)

s 47E(c)

Name

A/PSO2 24073

Title and AFP No.

Signature

14/09/2022

Date reviewed

PGPA DELEGATE APPROVAL

Procurement Title	Provision of training to undertake Certificate 1 Maritime Operations				
AFP Procurement ID					
Contract Initial Value	AUD \$15,000.00 (GST inclusive)				
Contract Initial Term	4 month				
<p>I, as the relevant <u>PGPA Delegate</u>, am satisfied that:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the <u>Public Governance Performance and Accountability Act 2013</u>, the <u>Commonwealth Procurement Rules (CPRs)</u>, the <u>Commissioner's Financial Instructions</u>, and the <u>AFP National Guideline on procurement and contracting</u>. <input checked="" type="checkbox"/> I hold the appropriate PGPA delegation and have sufficient funds within my area of delegation to cover any resulting commitment. <input checked="" type="checkbox"/> Conflicts of Interest Declarations have been declared, documented and appropriately managed. <input checked="" type="checkbox"/> this procurement activity will provide an efficient, effective, economical and ethical use of Government money. <p><u>PGPA Delegate approval:</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Approved to Approach to Market (ATM) <div style="background-color: #cccccc; padding: 2px; margin: 5px 0;">s 47E(c)</div> <hr/> Delegate Name </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Not approved to Approach to Market (ATM) <div style="background-color: #cccccc; padding: 2px; margin: 5px 0;">s 47E(c)</div> <hr/> Delegate Signature </td> </tr> <tr> <td style="vertical-align: top;"> <hr/> A/Insp OIC Maritime AFP12055 Delegate Title and AFP ID </td> <td style="vertical-align: top;"> <hr/> 14/09/2022 Approval Date </td> </tr> </table>		<input checked="" type="checkbox"/> Approved to Approach to Market (ATM) <div style="background-color: #cccccc; padding: 2px; margin: 5px 0;">s 47E(c)</div> <hr/> Delegate Name	<input type="checkbox"/> Not approved to Approach to Market (ATM) <div style="background-color: #cccccc; padding: 2px; margin: 5px 0;">s 47E(c)</div> <hr/> Delegate Signature	<hr/> A/Insp OIC Maritime AFP12055 Delegate Title and AFP ID	<hr/> 14/09/2022 Approval Date
<input checked="" type="checkbox"/> Approved to Approach to Market (ATM) <div style="background-color: #cccccc; padding: 2px; margin: 5px 0;">s 47E(c)</div> <hr/> Delegate Name	<input type="checkbox"/> Not approved to Approach to Market (ATM) <div style="background-color: #cccccc; padding: 2px; margin: 5px 0;">s 47E(c)</div> <hr/> Delegate Signature				
<hr/> A/Insp OIC Maritime AFP12055 Delegate Title and AFP ID	<hr/> 14/09/2022 Approval Date				

Silver Spirit Cruises Pty Ltd

138 Cabarita Road
Cabarita NSW 2137
Phone: 02 9736 3655
s 47F(1)maritimetrainingschool.com.au
www.maritimetrainingschool.com.au
ABN: 65 121 257 403



Tax invoice

Invoice number
00000181

Issue date
07/10/2022

Due date
27/10/2022

Bill to

s 47E(c)
Australian Federal Police

Item ID	Description	Units	Unit price (\$) excluding tax	Tax	Amount (\$) excluding tax
MAR20318 Coxswain 1	MAR20318 Coxswain Grade 1	EA	4		
AMPA	AMPA Coxswain 1	EA	4		
AMPA AMSA FEE	AMPA AMSA Application Fee Coxswain 1	EA	4		
AMSA Student Submission	AMSA Student Submission Fee- this is if you wish MTS to submit all AMSA forms and evidence for student application on their behalf - Coxswain 1	EA	4		

Notes

Thank you for considering Maritime Training School

Subtotal (exc. tax)

Tax

Total Amount (inc. tax)

Total paid

Balance due

s 47G(1)(a)

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View your invoice online

[Click here to view](#)

How to pay

Due date: 27/10/2022

View your invoice online

Bank deposit via EFT

s 47G(1)(a)



MARINE WRAP SYSTEM

TAX INVOICE

Australian Federal Police
SRG Maritime
PO Box 401
CANBERRA ACT 2612

Invoice Date
25 Mar 2021

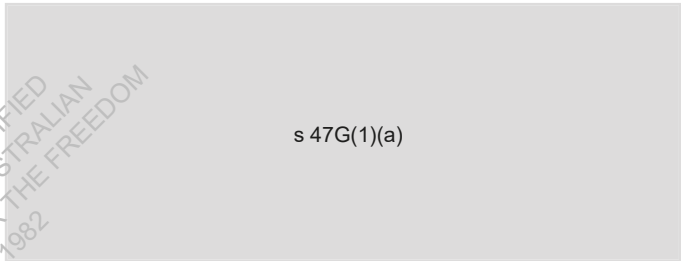
Invoice Number
INV-6224

Reference
6214

ABN
90 406 238 730

Andersen Group Pty Ltd T/A
Planetwrap
8/17 Rivergate Place
MURRARIE QLD 4172
P: 07 3890 8340
admin@planetwrap.com.au
www.planetwrap.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Refit of 9.5m Naiad in Sydney UVI: 24789				
Quoted Price				

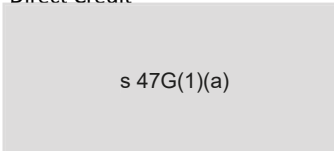


s 47G(1)(a)

Due Date: 1 Apr 2021

PAYMENT TERMS
Payment On Receipt Of Invoice

PAYMENT OPTIONS
VISA/MasterCard/EFTPOS
Direct Credit



s 47G(1)(a)

Ref: Invoice Number or Company Name

PLEASE EMAIL REMITTANCE ADVICE TO: admin@planetwrap.com.au



[View and pay online now](#)

Quote: 78

Quote

Quote date: 15/04/2021

Bill to:
Australian Federal Police

Expiry:
15/05/2021

ITEM	DESCRIPTION		UNITS	UNIT PRICE (inc GST)	TAX TYPE	AMOUNT (inc GST)
COX01A	Coxswain Cert 1 Grade 2	Qty	12	990.00	GST Free	s 47G(1)(a)
MAR01	Marine Radio	Qty	12	150.00	GST Free	
					GST	
					TOTAL (inc GST)	

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Elliott, Dean

From: s 47F(1) @maritimetrainingschool.com.au>
Sent: Tuesday, 13 April 2021 7:55 PM
To: s 47E(c)
Cc: s 47F(1)
Subject: Face to Face Coxswain 2 Course with Maritime Training School May 2021

Hi s 47F(1)

Thank you for your enquiry to Maritime Training School for your students to complete the Coxswain 2 course. Martin explained that he spoke with you at the Marina a few days ago about potentially arranging the course.

We would be happy to help, infact our WA partner has just completed a face to face course in March, so we have the material ready to go when you are ready.

We would like to provide you with a discounted on going price for your team and trust this is suits your expectations.

s 47G(1)(a)

Please feel free to contact me for further information directly on s 47F(1)

s 47G(1)(a)


Kind regards,

s 47F(1)

Operations Manager



Silver Spirit Cruises Pty Ltd T/As Maritime Training School
Registered Training Organisation 91487
Suite 6, 138 Cabarita Rd, Cabarita NSW 2137
Ph. 02 9736 3655
www.maritimetrainingschool.com.au

 Visit us on Facebook

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Provision of Training to undertake Certificate 1 Maritime Operations

AFP Procurement ID ⓘ	<Use number provided at time of Spending Proposal (Part A) compliance review – if CPS review undertaken>
Exempt from AusTender Reporting ⓘ	No
Public Interest Certificate Issued ⓘ	No
CPRs s.2.6 Applying Measures ⓘ	Not applicable

PURPOSE

This Spending Proposal (Part B) is to:

- Provide opportunity to inform the PGPA Delegate of any changes that have occurred since the Spending Proposal (Part A) Approval to Approach the Market (ATM) was approved;
- Capture the findings of the evaluation process undertaken; and
- Obtain [PGPA Delegate approval](#), in accordance with the [Public Governance, Performance and Accountability \(PGPA\) Act 2013](#) and the [Commonwealth Procurement Rules \(CPRs\)](#), to commit and enter into a contractual arrangement with the recommended supplier that represents Value for Money (VFM).

This procurement activity's Spending Proposal (Part A) was approved on:	26/09/2022
Approved by PGPA Delegate:	PGPA Delegate Name: s 47E(c) Delegate Title – A/Inspector AFP ID - 12055

PROCUREMENT ACTIVITY CHANGES

Declare any changes or deviations that have occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate. - Minor decrease in value as the price indicated on Part A was a market research estimate only.

Note: Only where a change has occurred and the procurement's value is \$80,000 (GST inclusive) or more does this Spending Proposal (PART B) need to be submitted to CPS for compliance review.

<p>Has any changes occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Where you have answered 'Yes' above, select all areas where changes have occurred:</p>	<p> <input type="checkbox"/> Background <input type="checkbox"/> Requirement or scope <input checked="" type="checkbox"/> Contract value <input type="checkbox"/> Contract term <input type="checkbox"/> Risk profile or assessment <input type="checkbox"/> Method of procurement <input type="checkbox"/> Value for money <input type="checkbox"/> Evaluation criteria or assessment <input type="checkbox"/> Conflict of Interest <input type="checkbox"/> Other </p>
<p>Has AFP Legal been consulted in preparing the contract?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Insert LEX ref #</p>	

Further detail of changes (where applicable)

Provide succinct detail of what change/s have occurred, and any relevant justification/s. ⓘ

The following changes – from those planned and approved in the Part A - have been applied to this procurement process:

The quote provider by the supplier is lower than the estimated cost in the LVSP (Part A). Part A was an estimate based upon market research only without the listed providers supplying a formal quote.

EVALUATION OUTCOME

The evaluation criteria in the approved Spending Proposal (Part A) was used to assess all responses.

The below table captures all Suppliers invited to participate in this procurement activity, with evaluation scores and rankings provided for each. (For RFT processes – only those Suppliers who provided a submission have been included in the table below.)



Respondents (Supplier name and ABN)	Relevant experience	Ability to deliver	Solution	Flexibility and innovation	Sustainability	RANK
Respondent 1 Name – Sea School Marine Training ABN – 27 140 038 713						
Respondent 2 Name – Maritime Training School ABN – 65 121 257 403			s 47E(d), s 47G(1)(a)			
Respondent 3 Name – Maritime Safety Training ABN – 64 002 693 281						
Preferred Supplier:	Sea School Marine Training ABN – 27 140 038 713					
Evaluation Committee's comments: <i>Provide a summary of the Evaluation Committee's findings including justification for ratings given, any risks or contract negotiation points, discussion against competitiveness of offering/s and whether the Committee believes any offer represents VFM.</i>	s 47G(1)(a)					

Has a separate detailed Evaluation Report been undertaken? No, not required as ATM approach is under panel arrangement and the goods and/or services are low to medium risk.

CONTRACT SUMMARY

The below table is the actual contract value and term/s (and any applicable options) proposed to be entered into.

The PGPA Delegate approval will cover the Contract Initial Term value only. Prior to executing any contract variations/extensions a new PGPA Delegate approval will need to be obtained by completing a Spending Proposal (Part C).



AFP

AUSTRALIAN FEDERAL POLICE

	Contract Value	Contract Term
Initial	AUD \$ 9,120.00 (GST inclusive)	04 month
Option(s)	AUD \$ Nil (GST inclusive)	Not applicable.
Total	AUD \$ 9,120.00 (GST inclusive)	04 month

CAF Fee: <i>If applicable - please include the value of any CAF fees payment either directly under the proposed contract, or separately to Digital Transformation Agency (DTA) or Department of Finance (DoF).</i>	Not applicable
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Type of contract to be executed:	Commonwealth Contract (using the CCS portal)
AFP contract category: <i>Refer to the 'Factsheet – AFP Contract Management' to assist in determining the appropriate contract category</i>	Routine

CPS COMPLIANCE REVIEW

Important: Only required where a change has been declared and the procurement activity is valued \$80,000 (GST inclusive) or more.

CPS compliance review required?	No, as no changes have occurred since the Spending Proposal (Part A) was approved by the PGPA Delegate. (Do not complete the below box)
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Central Procurement Services (CPS) has conducted a compliance review of this spending proposal against the Commonwealth Procurement Rules (CPRs) , relevant procurement connected policies (PCPs), and the AFP National Guideline on procurement and contracting .	
Based on the information provided by the procuring business area CPS considers this procurement activity as:	
<input type="checkbox"/> compliant	Where reviewed as 'compliant' please finalise 'Recommendation' section, and progress to the Delegate.
<input type="checkbox"/> conditionally-compliant	Where reviewed as 'conditionally-compliant' the non-compliance issues (listed below) should be actioned OR justification for why no action has been taken must be documented in the 'Recommendation' section. Documents

reviewed as 'Conditionally-compliant' can be progressed without CPS re-review.

non-compliant *Where reviewed as 'non-compliant' the non-compliance issues must be actioned, and the revised iteration of this document resubmitted to CPS (for re-review).*

Non-compliance issues to be address:

-

CPS advice/better practice comments:

-

Is AFP Legal consultation required: **No**

Name	Signature
Title and AFP No.	26/09/2022
	Date reviewed

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RECOMMENDATION

I, as the Recommending Officer, confirm that this procurement activity has been conducted in accordance with the [CPRs](#) and the [AFP National Guideline on procurement and contracting](#); and confirm that the proposed contractual arrangement detailed above will provide value for money.

Recommending Officer's comments:

s 47G(1)(a)

Relevant attachments (including updates) to this procurement activity:

- [Risk Assessment](#)
- [Estimated procurement timetable](#)
- Detailed statement of requirements (SoR)
- Conflict of Interest (Col) form/s



s 47E(c)	s 47E(c)
Name	Signature
A/PSO2 24073	26/09/2022
Title and AFP No.	Date reviewed

PGPA DELEGATE APPROVAL

Procurement Title	Provision of Training to undertake Certificate 1 Maritime Operations
AFP Procurement ID	
Contract Initial Value	AUD \$ 9,120.00 (GST inclusive)
Contract Initial Term	04 month

I, as the relevant [PGPA Delegate](#), am satisfied that:

- this procurement activity is compliant with the required Australian Government procurement policies and legislative requirements set out in the [Public Governance Performance and Accountability Act 2013](#), the [Commonwealth Procurement Rules \(CPRs\)](#), the [Commissioner's Financial Instructions](#), and the [AFP National Guideline on procurement and contracting](#).
- I hold the appropriate PGPA delegation and have sufficient funds within my area of delegation to cover any resulting commitment.
- Conflicts of Interest Declarations have been declared, documented and appropriately managed.
- this procurement activity will provide an efficient, effective, economical and ethical use of Government money.

PGPA Delegate approval:

- Approved** to Commit and Enter **Not approved**

s 47E(c)	
Delegate Name	Delegate Signature
A/Inspector 12055	
Delegate Title and AFP ID	Approval Date