

**Request for Tender**

***Protective Security Guarding and Related Services***

**Request for Tender Number: RFT 21/0015**

**Contact** **Officer: Mark Straughair**

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**PART A OVERVIEW AND REQUIREMENTS**

* 1. Statement of Requirement
	2. The Library is seeking the services of a Contractor with the proven capacity to provide and maintain effective and efficient protective security guarding and related services (Services) for
		1. the Library’s Parkes Place, Canberra building;
		2. ad-hoc patrol Guards for external responses to its two sites at Hume, ACT; and
		3. a cash-in-transit service banking service.
	3. The detailed Statement of Requirement is at **Schedule 1**.
	4. The Library's expectation is that any contract resulting from this Request for Tender (**RFT**) will include a requirement for the successful Tenderer/s to offer to provide Services to other Government Agencies.
	5. Any decision by other Government Agencies to avail themselves of an offer by the successful Tenderer/s (if any) will result in a separate contract with the Tenderer/s in respect of that Government Agency, on substantially the same terms and conditions as the contract between the Library and the successful Tenderer. Tenderers should review the Draft Contract for further information.
	6. Instructions to Tenderers
		1. This RFT is structured as follows:

| **Section** | **Contents** |
| --- | --- |
| Part A | Overview and Requirements |
| Part B | Evaluation of Tenders |
| Part C | Requirements of Tenders |
| Part D | Terms and Conditions of Tender |
| Schedule 1 | Statement of Requirement |
| Schedule 2 | Form of Offer |
| Schedule 3 | Tender Schedules |
| Tender Schedule 3.1 | Additional Conditions for Participation - Not used |
| Tender Schedule 3.2 | Essential Requirements |
| Tender Schedule 3.3 | Understanding of and Approach to the Services Required  |
| Tender Schedule 3.4 | Knowledge, Expertise, Responsiveness, Reliability and Past Experience |
| Tender Schedule 3.5 | Experience and Qualifications of Key Personnel  |
| Tender Schedule 3.6 | Strategic and Cultural Fit |
| Tender Schedule 3.7 | Tenderer's Compliance with the Draft Contract |
| Tender Schedule 3.8 | Value Added Services |
| Tender Schedule 3.9 | Due Diligence – Corporate Capability |
| Schedule 4 | Price Schedule |
| Schedule 5 | Draft Contract |

* 1. Interpretation
		1. In this RFT the words and expressions have the same meaning as in the Contract unless the context requires otherwise.
		2. The following words have the meanings listed:

| **Term/Abbreviation** | **Meaning** |
| --- | --- |
| **After Hours** | Periods outside of the Library’s public open hours of:Monday to Thursday 08:30am to 5:00pm, Friday 08:30am to 5:00pm, Saturday, Sunday and Public Holidays 09:00am to 5:00pm (excluding Christmas Day and Good Friday when the Library is closed),Note: The Library’s public opening hours are subject to change.  |
| **Business Days** | Days that are not a Saturday, Sunday or public holiday in the ACT. |
| **Collection** | National Library of Australia collection materials including books, manuscripts, maps, artworks, newspapers, ephemera, microfiche, objects and oral history items.  |
| **Commonwealth**  | Commonwealth of Australia. |
| **Contact Officer** | The person identified in **clause 17** and on the cover of this RFT. |
| **Contract** | The contract to be entered into by the Library and the contractor, the draft form of which is set out at **Schedule 5**. |
| **Guard** | A person deployed by the Contractor to perform guarding duties as defined in this Statement of Requirements. |
| **Government Agency** | any Commonwealth entity subject to the *Public Governance, Performance and Accountability Act 2013* (Cth). |
| **GST** | Goods and services tax. |
| **Library** | National Library of Australia. |
| **Main Building** | Means the National Library of Australia Parkes Place West |
| **Open Hours** | The Library’s public open hours of: Monday to Thursday 08:30am to 5:00pm, Friday 08:30am to 5:00pm, Saturday, Sunday and Public Holidays 09:00am to 5:00pm (excluding Christmas Day and Good Friday when the Library is closed)Note: The Library’s public opening hours are subject to change. |
| **Project Officer** | The Library staff member responsible for overseeing and managing operational protective security matters and security risks. Presently this role is undertaken by the Assistant Director, Security, within Corporate Branch |
| **Price Schedule** | The pricing schedule at **Schedule 4**, which is to be completed by the Tenderer and submitted with its Tender. |
| **RFT** | This Request for Tender issued as number **21/015**andtitled**Protective Security Guarding and Related Services.** |
| **Schedules**  | All or any of the schedules to this RFT. |
| **Services** | The services set out in **Schedule 1**. |
| **Sites** | Means the National Library of Australia, Parkes Place West, and or the Hume Annexe and or the Hume Repository |
| **Subcontractor** | An entity that contracts to provide goods or services to the successful Tenderer(s) in order for the Tenderer to meet obligations under the Contract. |
| **Tender** | A response to this RFT. |
| **Tender Closing Time** | The time and date specified in **clause 19** of this RFT. |
| **Tenderer** | Any person or organisation considering or responding to this RFT. |

**PART B EVALUATION OF TENDERS**

* 1. Overview of RFT Process
		1. The Library will consider Tenders in two phases. The first phase will involve the initial clarification and evaluation of Tenders in accordance with the process set out in this RFT. Following this, the Library may:
		2. select one or more Tenderers to continue to the negotiations phase; or
		3. commence negotiations with all Tenderers without shortlisting.

Negotiations will be undertaken in the sole and absolute discretion of the Library.

* + 1. During the negotiation phase of this RFT process, the Library may engage in detailed discussions and negotiations with the goal of maximising the benefits of the project, as measured using the evaluation criteria set out below. As part of this process, those Tenderers participating in the negotiation phase may be asked to address any or all aspects of their Tender. The Library's intention is that it will select a preferred Tenderer after all material issues have been resolved.
		2. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Library. Acceptance of the preferred Tender will be subject to the execution of a Contract, substantially in the form of the draft Contract referred at **Schedule 5** (Draft Contract) to this RFT, between the Library and the preferred Tenderer.
		3. Tenderers are advised that all contracts to be entered into by the Library with a value over $2 million must be approved by the Minister.
	1. Grounds for Rejection of Tenders
		1. Tenders will be excluded from evaluation if:
		2. subject to **clause 27**, they do not meet the minimum content and format requirements set out in **clause 13**; or
		3. they do not meet, or no longer meet, the conditions for participation set out in **clause 6.1**.
		4. Tenders that contain insufficient information to allow evaluation of the Tender will also be excluded from further consideration. Tenderers should note that a response consisting of only the Tenderer's standard conditions of contract, or similar, would not meet the content requirement.
		5. The Library reserves the right to reject a Tender, in its sole and absolute discretion, if:
		6. it is submitted after the Tender Closing Time;
		7. it contains a false declaration;
		8. subject to **clause 27**, it includes a declaration which is materially different to that set out in the Form of Offer(**Schedule 2**);
		9. it contains statements that qualify or are contrary to the Form of Offer(**Schedule 2**);
		10. prices or other information are not clearly and legibly stated;
		11. it contains false or misleading information or statements;
		12. the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
		13. the Tenderer has an actual potential or perceived conflict of interest that cannot be managed to the satisfaction of the Library acting in its absolute discretion;
		14. there has been a significant deficiency in the Tenderer's performance of a substantive requirement or obligation under a prior contract;
		15. the Library considers that the Tenderer has engaged in any collusive tendering, anti-competitive conduct or any other similar unlawful conduct with any other person in relation to the preparation or lodgement of Tenders; or
		16. the Library considers that the Tender has been compiled with the improper assistance of employees of the Commonwealth or Library or ex-employees of the Commonwealth or Library and/or contractors or ex-contractors of the Commonwealth or Library or with the utilisation of information unlawfully obtained from the Commonwealth or Library.
		17. Tenderers should also be aware that this RFT gives the Library rights to exclude Tenders on other grounds.
	2. Evaluation Criteria
		1. The Library will evaluate the remaining Tenders against the following evaluation criteria in order to determine which Tender provides best value for money for the Library.

| **Criteria** | **Criteria type** | **Tenderers referred to** |
| --- | --- | --- |
| Solvency | Condition for Participation | Schedule 2(Form of Offer) |
| No Unpaid Employee Entitlement Claims | Condition for Participation | Schedule 2(Form of Offer) |
| Possession of a current security “master licence” as defined in the Security Industry Act 2003 | Condition for Participation  | Schedule 3.1(Additional Conditions of Participation) |

| **Criteria** | **Criteria type** | **Tenderers referred to** |
| --- | --- | --- |
| **Technical Evaluation Criteria (weighted) (Technical Worth Assessment)** |
|  (a) whether the Tenderer has a proper understanding of the matters involved and offers a sound approach to the Services required; | 30% weighting | Schedule 3.3 (Understanding of and Approach to the Services Required) |
| (b) the Tenderer's knowledge, proven expertise, capacity demonstrated responsiveness and reliability in delivering the Services, including past experience; | 30% weighting | Schedule 3.4 (Knowledge, Expertise, Capacity Responsiveness, Reliability and Past Experience) |
| (c) experience and qualifications of the Tenderer's key personnel; | 25% weighting | Schedule 3.5 (Experience and Qualifications of the Tenderer's Key Personnel) |
| (d) Strategic fit and cultural fit with the Library including the ability to work closely and cooperatively over extended periods of time. | 10% weighting | Schedule 3.6 (Strategic Fit and cultural fit with the Library including the ability to work closely and cooperatively over extended periods) |
| (e) the extent the Tenderer offers value added services beyond the service levels and standards of performance within the Statement of Requirement.  | 5% weighting | Schedule 3.8 (Value Added Services) |
| **Non-technical Evaluation Criteria (unweighted)** |
| Risk The risks and benefits to the Library which flow from the extent of the Tenderer's compliance with the draft Contract. | Unweighted. To be considered in the overall value for money assessment | Includes, among other things, Tender responses to Schedule 3.7 (Tenderer's Compliance with the Draft Contract)Schedule 3.9 (Due Diligence – Corporate Capability) |
| Price | Unweighted.To be considered in the overall value for money assessment | Schedule 4 |

* 1. Value for Money Assessment
		1. Tenders will be evaluated to identify the Tender (or Tenders) that represents best overall value for money for the Library for the Term of the Contract (including options).
		2. The Library will assess value for money by assessing:
		3. the Technical worth assessment for each Tender;
		4. the Tendered pricing in relation to each Tender, as adjusted (if necessary) in accordance with **clause 9.2**;
		5. the Library's assessment of the level of risk associated with each Tender.
		6. any other benefits that deliver improved value for money for the Commonwealth.
		7. The Tender with the best overall value for money will be the Tender that has the best intrinsic technical merit or benefit relative to its Tendered price, taking into account the level of risk to the Library of the Tender.
	2. Evaluation and Clarification of Tenders
		1. Tenderers should note that, notwithstanding that the Library may conduct a negotiations phase, the Library intends to select a preferred Tenderer primarily on the basis of the written Tenders submitted. Accordingly, Tenderers are encouraged to submit their best and unconditional offers in the first instance.
		2. As part of its evaluation of Tenders, the Library may, in its sole and absolute discretion:
		3. ask Tenderers to undertake presentations;
		4. ask Tenderers to provide written clarification of various aspects of their Tenders;
		5. have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
		6. visit Tenderers' sites; and
		7. have discussions with or undertake visits to customers or former customers of Tenderers and their Subcontractors, whether or not those customers are listed as referees in the Tenderer's Tender.
		8. The Library may choose to undertake these activities in relation to some Tenderers only.
	3. Tendered Prices
		1. In determining value for money, the Library is obliged to satisfy itself that prices offered are reasonable. The Tenderer agrees to provide access to such information as is determined by the Library to be necessary in order to evaluate the reasonableness of their tendered prices.
		2. In the evaluation process, the Library may, in its sole and absolute discretion, make certain adjustments to the Tendered price, including adjustments to account for the following matters, which may need balancing in order to establish a common basis for the comparison of Tenders, including (without limitation):
		3. normalised and discounted cash flow;
		4. any alternative proposals or financial incentives offered by the Tenderer;
		5. implementation costs;
		6. any risk relating to the Tendered prices;
		7. transition out costs;
		8. cost of administering the contract; and
		9. whole of life costs and benefits.
	4. Not Used
	5. Negotiations
		1. Negotiations will be undertaken at the sole and absolute discretion of the Library. In any post-Tender negotiations, the Library may seek variations to an offer or may seek supplementary offers in respect of any changes to the originally stated requirements.
		2. Without limiting its other rights under this RFT, in the event that the Library concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer,the Library, in its sole and absolute discretion, reserves the right to:
		3. disqualify that Tenderer's Tender;
		4. terminate this RFT process;
		5. re-enter negotiations with other Tenderers (including or excluding the preferred Tenderer); or
		6. exercise any other right reserved to the Library under law or elsewhere in this RFT.
	6. Debrief
		1. All Tenderers will be offered the opportunity for a debrief. This debrief will provide feedback on the relative merits of their Tender and will occur at the conclusion of this RFT process (i.e. signing of a Contract with the preferred Tenderer, or termination of this RFT process).

**PART C REQUIREMENTS OF TENDERS**

* 1. Minimum Content and Format Requirements
		1. The Tender, including all attachments and supporting material, must be written in English. Unless otherwise specified, measurements must be specified in Australian legal units of measurement.
		2. Tenders must include:
		3. a completed Form of Offer (**Schedule 2**);
		4. subject to **clause 13.3**, completed Tender Schedules with sufficient information in **Tender Schedules** **3.1 to 3.9** to assess against the evaluation criteria; and
		5. a completed Price Schedule (**Schedule 4**).
		6. Tenderers should note that no changes are to be made to the text of the Form of Offer (other than where contemplated by the Form of Offer), or to the Price Schedule.
		7. It is not necessary for a Tender to include any Tender Schedule which is marked in this RFT as "Not Used".
		8. Subject to **clause 27**, Tenderers that do not include the information in paragraphs (a) to (c) of **clause 13.2** will be excluded.
	2. Not Used
	3. Consortium
		1. The Library intends to contract with one legal entity only for the Services. Tenderers may form a consortium in addressing the requirements of this RFT, providing the consortium contracts with the Library through one legal entity and prior approval for any subcontracts is sought from the Library. Where a partnership carries on business as a single organisation, the Library may treat that partnership as one legal entity for the purposes of this **clause 15.1**.
	4. Lodgement of Tenders
		1. Tenderers must ensure that their Tenders are sent by email to the Library’s electronic Tender Box:

 **tenderbox@nla.gov.au**

* + 1. The Subject of the Tenderer’s emailed Tender must include the Tender No. identified within this RFT documentation. Additionally, within the email, Tenders are to be identified as follows:

|  |  |
| --- | --- |
| **Tender No. RFT *[21/0015]* for the National Library of Australia:** |  |
| **Tenderer's Name:** |  |
| **Library Contact Officer:** | Mark Straughair |

* + 1. Hardcopy Tenders will **not** be accepted. Tenderers are responsible for the receipt of their Tenders by the electronic Tender Box by the time specified in **clause 19**.
	1. Contact Officer
		1. The point of contact for all matters concerning this RFT for the Library is the following Contact Officer:

**Name:** Mark Straughair **Address:** National Library of Australia, Parkes Place West, Parkes, ACT **Email:** procurement210015@nla.gov.au

* + 1. All requests for further information or clarification relating to this RFT are to be formally lodged in writing by email and are to be addressed to the Contact Officer no later than 5pm on the day that is five (5) Business Days prior to the Tender Closing Time. The Library reserves the right not to respond to queries or, if it responds, to forward the response to all known Tenderers (without attribution to the Tenderer that made the query).
		2. Tenderers are requested to notify the Contact Officer as soon as possible if they believe there are any errors in this RFT or any other information given or made available by the Library.
		3. Any notice by a Tenderer to the Library will be effective upon receipt only if it is in writing and delivered to the Contact Officer at the email address specified in this **clause 17**.
	1. Industry Briefing
		1. Library staff will provide a once only briefing **09:30am (AEST)** on **Thursday** **22 April 2021** at **National Library of Australia, Parkes Pl West, Parkes ACT**. Tenderers should ask for the Contact Officer on arrival.
		2. The industry briefing will be held in the Library’s Theatre which has capacity to ensure sufficient social distancing. All Tenderers attending the industry briefing will need to comply with the Library’s instructions in place to meet COVID-19 restrictions, which may include completing a sign in register.
		3. Tenderers who are unable to attend the industry briefing in person due to government imposed COVID-19 restrictions may request to attend the industry briefing component via an online meeting forum.
		4. Tenderers are required to register their intent to attend the industry briefing by 2.00pm on Wednesday 21 April 2021 [AEST] via email to the Contact Officer. Tenderers that fail to register by the required time may be excluded from the industry briefing and, for those Tenderers wishing to attend online, may not be provided with the access details for the industry briefing online forum.
	2. Deadline for lodgement of Tenders
		1. The deadline set for lodgement of Tenders is precisely **2.00 pm** (local time in Canberra) via the electronic Tender Box (**tenderbox@nla.gov.au**) on **11 May** 2021. The Library's determination as to the actual time that a Tender is lodged is final.
	3. Extension of deadline
		1. The Tender Closing Time may be extended by written notice in the Library's sole and absolute discretion, provided that any new Tender Closing Time must apply equitably to all potential Tenderers.
	4. Format for Tenders
		1. Tenderers are to provide an electronic version of their Tender and any supporting material in uneditable Adobe PDF format and in Microsoft Word format with their pricing response schedule in Microsoft Excel format.
		2. If a Tenderer becomes aware of any discrepancy, error or omission in its Tender and wishes to lodge a correction or additional information, that material is to be in writing and lodged in accordance with this RFT prior to the Tender Closing Time. Corrections or additional information will only be accepted after the Tender Closing Time in the sole and absolute discretion of the Library.

**PART D TERMS AND CONDITIONS OF TENDER**

1. Ownership of Tender documents
	1. All Tender documents become the property of the Library on submission.
2. Intellectual property rights in this RFT or a Tender
	1. All intellectual property rights (**IPR**) that exist in the information contained in this RFT or any related or attached material remain the property of the Library. Each Tenderer is permitted to use the RFT only for the purpose only of compiling its Tender and, in the case of the preferred Tenderer(s), for negotiating a Contract with the Library.
	2. Such IPR as may exist in a Tender will remain the property of the Tenderer.
	3. The Tenderer licenses the Library, its officers, employees, agents and advisers to copy, adapt, modify, disclose or do anything else necessary, in the Library's opinion, to all material (including that which contains IPR of the Tenderer or other persons) contained in the Tender for the purpose of:
		1. evaluating/clarifying Tenders;
		2. negotiation of any Contract with a Tenderer;
		3. managing any Contract with the successful Tenderer (if any); and
		4. any other related matters, including audit, governmental and Parliamentary reporting requirements, responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
	4. This clause 22 does not limit any access rights that exist under legislation, including the *Freedom of Information Act* *1982* (Cth), the *Ombudsman Act 1976* (Cth) and the *Auditor-General Act 1997* (Cth).
3. Addenda
	1. The Library may, in its sole and absolute discretion, issue addenda to this RFT. All conditions of this RFT will apply to any addenda unless modified in the addenda.
	2. If, during the course of a procurement, the Library modifies the evaluation criteria or technical requirements or otherwise amends this RFT, it will transmit all modifications or amended or re-issued documents:
		1. to all the potential Tenderers that are participating at the time the information is amended, if known, and, in all other cases, in the same manner as the original information; and
		2. in adequate time to allow potential Tenderers to modify and, if required, to re-lodge their initial Tenders.
4. Inappropriate behaviour
	1. Tenderers, consortium members and their respective officers, employees, subcontractors, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar unlawful conduct with any other Tenderer or any other person in relation to the preparation or lodgement of Tenders.
	2. Without limiting **clause 24.1**, the Tenderer must not propose any subcontractor for a significant part of the delivery of the Services that is involved in a Tender being lodged in relation to this RFT by any other organisation.
	3. Tenderers must not communicate with or solicit information in relation to this RFT from any employee of the Library other than the Contact Officer.
	4. Tenderers and their subcontractors and their respective officers, employees, agents or advisors must not violate any applicable laws or Library or Commonwealth policies regarding the offering of inducements in connection with the preparation of their Tender.
5. The Library's rights
	1. Without limiting its rights at law or otherwise, the Library reserves the right in its sole and absolute discretion at any time to:
		1. cease to proceed with the process outlined in this RFT;
		2. change the structure of this RFT process;
		3. vary or extend any time or date in this RFT, at any time and for such period, as the Library in its sole and absolute discretion considers appropriate, provided that if the Library extends the Tender Closing Time or permits the lodgement of new submissions, the new time limit will apply equitably to all participating potential Tenderers;
		4. otherwise change the timing of this RFT process;
		5. suspend, vary or terminate this RFT process or any part of it;
		6. terminate any negotiations being conducted at any time with any Tenderer;
		7. require additional information or clarification from any Tenderer or anyone else or provide additional information or clarification, provided that the Library treats Tenderers that are in a similar position in the same way;
		8. negotiate with any one or more Tenderers and allow any Tenderer to change its Tender during negotiations;
		9. call for new Tenders, provided that any new time limit for lodging new Tenders applies equitably to all participating potential Tenderers;
		10. accept or reject any Tender received after the Tender Closing Time, in accordance with clause 26;
		11. waive or vary any obligation of any Tenderer under a Contract;
		12. after it has terminated this RFT process or any part of it, negotiate with any person who is not a Tenderer and enter into a contract in relation to this RFT process with that person on such terms as the Library in its sole and absolute discretion accepts without prior notice to any other Tenderer;
		13. add to, alter, delete or exclude any Services to be acquired by the Library provided that the Library complies with the procedure in **clause 23** of this RFT for issuing addenda;
		14. publish or disclose the names of Tenderer(s) (whether successful or unsuccessful); or
		15. allow or not allow a related body corporate to take over a Tender in substitution for the original Tenderer.
6. Late Tender policy
	1. Late Tenders may be admitted or excluded from evaluation in the Library's sole and absolute discretion.
	2. The Library may ask for an explanation and reasons for the lateness of the Tender.
	3. Without limiting the Library's discretion to admit late Tenders in other circumstances, the Library will not penalise any Tenderer whose Tender is received after the Tender Closing Time if the delay is due solely to mishandling by the Library.
	4. The Library is not required to give reasons for its decision whether or not to consider a late Tender.
	5. The Library is not responsible for any failure to collect a late Tender from the electronic Tender Box.
7. Errors of form
	1. Without limiting the Library's other rights in this RFT, if, between opening a Tender and making a decision on the outcome of this RFT process, there is discovered what appears to be an error of form in relation to one of the documents submitted as part of the Tender, the Library may, in its sole and absolute discretion, allow the Tenderer to correct that error of form. However, if the Library provides any Tenderer with the opportunity to correct errors of form after the Tender Closing Time, it will provide the same opportunity to all other Tenderers that are in the same position.
8. No contract or undertaking
	1. Nothing in this RFT will be construed to create any binding contract (express or implied) between the Library and any Tenderer until a written Contract, if any, is entered into by the parties. This RFT, and any conduct or statement made prior to or subsequent to the issuance of this RFT, is not and must not be deemed to be:
		1. an offer to contract; or
		2. a binding undertaking of any kind by the Library (including, without limitation, quasi-contractual rights, promissory estoppel or rights with a similar legal basis).
9. Responsibility for Tendering costs
	1. Participation in any stage of this RFT process, or in relation to any matter concerning this RFT, including any dispute concerning this RFT process, is at the Tenderer's sole risk, cost and expense. The Library will not be responsible in any circumstance for any costs or expenses incurred by any Tenderer in preparing or lodging a Tender or in taking part in this RFT process or in taking any action related to this RFT process.
	2. The Library is not liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or contractual, quasi-contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in this RFT process, including, without limitation, instances where:
		1. a Tenderer is not engaged to provide the Services;
		2. the Library varies or terminates this RFT process or any negotiations with a Tenderer;
		3. the Library decides not to outsource all or any of the Services; or
		4. the Library exercises or fails to exercise any of its other rights under or in relation to this RFT.
10. Co-ordinated procurement
	* 1. The Australian Government has agreed to establish a coordinated procurement contracting framework to deliver efficiencies and savings from goods and services in common use by Australian Government departments and agencies.
		2. The Library may terminate this RFT in order to participate in a coordinated procurement arrangement. No compensation is payable.
		3. Clause 30(b) is an example only and does not limit the rights granted to the Library under clause 25 or any other provision of this RFT.
11. Return of information
	1. The Library reserves the right, in its sole and absolute discretion, to require that at any stage all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Tenderer) provided to Tenderers (and all copies of such information made by Tenderers) be returned to the Library or destroyed by the Tenderer.
12. Applicable law
	1. The law applying in the Australian Capital Territory applies to this RFT. Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and taking part in this RFT process.
13. Access to information
	1. Tenderers are notified that rights to access information in, and related to, documents in the possession of the Library exist under a range of legislation, including the *Freedom of Information Act 1982* (Cth), the *Auditor-General Act 1997* (Cth) and the *Ombudsman Act 1976* (Cth).
	2. Tenderers should also note that the Parliament and its committees have the power to require the disclosure of Australian Government contracts and contract information to enable them to carry out their functions.  The courts also have legal rights to access a wide range of information.
14. Library's disclosure rights
	1. Subject to **clause 34.2**, the Library undertakes to keep confidential any confidential information provided to the Library by Tenderers prior to the award of Contract and, in respect of unsuccessful Tenderers, after the award of the Contract.
	2. The obligation of confidentiality in **clause 34.1** does not apply if the confidential information is:
		1. disclosed by the Library to its advisers or employees for the purpose of conducting the RFT process (including, without limitation, negotiation);
		2. disclosed by the Library to any responsible Minister;
		3. disclosed by the Library in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia, or by an Australian Government auditor;
		4. authorised or required by law to be disclosed;
		5. required to be disclosed in accordance with published Australian Government policy; or
		6. in the public domain otherwise than due to a breach of **clause 34.1**.
15. Publicity
	1. No Tenderer may issue any information, publication, document or article for publication in any media which includes details of the Services, or which otherwise refers to or is connected to the Library or this RFT process, without prior written approval of the Library.
	2.

**SCHEDULE 1 – STATEMENT OF REQUIREMENT**

* 1. Introduction and Background
		1. The Contractor is required to provide Guarding and Security Services (Services) that maintain the security and safety of the Library's Sites, as well as protecting the contents and the occupants.
		2. These Services will be performed to the highest possible standard and in accordance with current industry best practice, consistent with Government legislation and policies, Australian Standards and Library policies and procedures.
		3. The Library’s role, as defined by the National Library Act 1960, is to ensure that documentary resources of national significance relating to Australia and the Australian people, as well as significant non-Australian library materials, are collected, preserved and made accessible either through the Library itself or through collaborative arrangements with other libraries and information providers.
		4. By offering a strong national focus in all that we do, and cooperating with others who share our goals, the Library supports learning, creative and intellectual endeavours, and contributes to the continuing vitality of Australia’s diverse culture and heritage.
		5. The National Library is located on Parkes Place, in Canberra's Parliamentary Triangle. The iconic heritage listed building is open to the public throughout the year providing reading room services, exhibitions and tours, a bookshop and café space. The Main Building also houses key elements of our national collection and is the workplace for some 350 staff. The Library also has offsite storage facilities located in Hume.
		6. The Library takes the safety, comfort and privacy of readers and visitors very seriously, with staff and security contractors balancing the supervision and security of the use of Library collection material with ensuring a safe and peaceful environment for all. The National Library Regulation 2018 and the Library’s Code of Conduct for Readers and Visitors outline the conduct expected of users of the Library.
		7. The Library’s security contractors are a key part of the team at the Library and are required to be welcoming, polite and professional in their manner when carrying out their duties. The Library fosters a workplace environment where people treat each other and the community with respect, and where discrimination, harassment and bullying are unacceptable. Library staff and contractors are expected to comply with and apply the Library’s values and codes of behaviour.
	2. Scope of work
		1. For the Main Building the Contractor will provide:
			1. Guard and patrolling Services for the Main Building and its environs. The Contractor must provide Guards for each of the security posts (i.e. the Security Control Centre, the Entry Foyer and the Patrol) in accordance with Table 1 (Attendance Hours) below, specifically:
	3. Security Control Centre (SCC) Guard and Shift Supervisor (in accordance with the requirements of clause 3.1);
	4. Entry Foyer Guard (in accordance with the requirements of clause 3.3);
	5. Patrol Guard (in accordance with the requirements of clause 3.4);
	6. Exhibition Guards (in accordance with the requirements of clause 3.5); and
	7. where requested by the Library, Additional Guards (in accordance with the requirements of clause 3.6).

Contractor Guards must embody the personal attributes and selection of Guards for employment at the Library Site, contained at Appendix A to Schedule 1.

* + - 1. site management of the Main Building (in accordance with clauses 4.12 – 4.15);
			2. continuous off-site monitoring of the critical alarm system, located at the Main Building;
			3. call-out and back-up response (in accordance with the requirements of clauses 4.16 - 4.19);
			4. security and Emergency Response activities (in accordance with the requirements of clauses 4.2- 4.11)
			5. an offsite monitoring centre to remotely monitor security alarm activations, suitable to provide ongoing contact and maintain communications between the SCC and the monitoring centre; and
			6. a regular “cash in transit” banking courier Service from the Library to the bank (with multiple locations across Canberra, including in Canberra City) three times per week.
		1. For the Hume Annex and Hume Repository the Contractor will:
			1. an offsite monitoring centre to remotely monitor security alarm activations, suitable to provide ongoing contact and maintain communications between the SCC and the monitoring centre;
			2. continuous off-site monitoring of the security and fire alarms; and
			3. call-out and back-up response (in accordance with the requirements of clauses 4.16 - 4.19);
		2. In undertaking all Services, the Contractor must comply with Australian Standard AS/NZS 4421:2011 Guard and Patrol Security Services, and with all current security licensing requirements specified by the Australian Capital Territory Government.
		3. The Contractor will be provided with Standing Operating Procedures and Instructions for Guards issued by the Library. The Contractor must ensure that the Standing Operating Procedures and Instructions are reviewed and updated to reflect current operations.

**Note to tenderers:** *Should Tenderers wish to review the Standing Operation Procedures, they can do so at the Library. Copies of the Standing Operating Procedures will not be released to Tenderers. To arrange a time to review the Standing Operating Procedures, please email the Contact Officer as per paragraph 17, Part C of the RFT*

* + 1. Guards should be familiar with all such local instructions and bring to the attention of the Project Officer any discrepancy. These instructions are to be observed when carrying out all duties.
	1. Role descriptions
		1. All security guards are required to be welcoming, polite and professional in their manner when carrying out their duties. Library staff and all contractors are expected to comply with and apply the Library values and codes of behaviour.
		2. Security Control Centre Guard
			1. The Security Control Centre (SCC) is the main security post for the Library. It contains the systems for controlling, monitoring and responding to most incidents within the Main Building and Hume Sites and is the first point of contact for all emergency situations such as responding to a fire or a serious security breach.
			2. The SCC must not be left unattended, except if necessary during an emergency situation such as responding to a fire or a significant security breach and during short internal building patrols in the late night or early morning hours, while the Library is closed to the public.
			3. The SCC Guard will:
1. continuously monitor all Library security, building management and fire alarm systems and the Main Building and Hume sites;
2. ensure that all alarm indications, reported changes in conditions and requests for information from the systems are promptly responded to;
3. program, issue and recover electronic access cards and keys;
4. issue approved identity cards (integrated with access cards);
5. prepare “Authorised Officer under the NLA Regulations 2018” cards;
6. monitor the SCC staff entrance, loading dock and deliveries entrance;
7. ensure appropriate and adequate communication with Guards, staff and building contractors;
8. liaise with the management and staff of the cafés relating to security or access matters;
9. maintain appropriately detailed records of guarding operations and incidents that occur during the shift;
10. undertake short patrols within the Main Building After Hours;
11. act as Chief Warden for the Site unless otherwise notified by the Library as identified in clause 4.7;
12. monitor vehicle access, parking and movements within the rear Service Yard area;
13. monitor the operation of the Checkpoint anti-theft antenna system; and
14. report any building maintenance issues or urgent cleaning tasks to the Facilities and Security Section or cleaners as appropriate.
	* 1. Shift Supervisor

The Security Control Centre Guard will also perform the duties as Shift Supervisor as defined below while on shift.

1. The Shift Supervisor is the Senior Guard on duty at the Main Building and is responsible for:
2. responding effectively to all security, emergency, building and Collection protection conditions;
3. briefing and managing all Guards on duty;
4. the operation of all security systems; and
5. ensuring all alarms and other detected incidents are effectively addressed and responded to.
6. The Shift Supervisor will:
7. be fully licensed, qualified and have the appropriate personal attributes and be physically fit to be able to assume the above responsibilities;
8. confirm the appropriate number of Guards are on duty for each shift and where gaps are identified, in accordance with clause 5 of this Statement of Requirements, escalate to the Contractor as required to secure replacement Guards;
9. liaise with the Project Officer in relation to any identified security issues or equipment failures;
10. ensure Guards are appropriately trained to work in each role;
11. maintain contact with the Contractor’s local senior management team regarding personnel issues including, leave, rostering, uniforms, replacement staff;
12. conduct briefing/debriefing sessions at the change of shifts with incoming/outgoing Contractor personnel; and
13. attend any required briefing/de-briefing sessions, as directed by the Library’s Project Officer
	* 1. Entry Foyer Guard

The Entry Foyer is the main public-facing entry and exit of the Main Building. As such it requires vigilance from the Entry Foyer Guard for security related issues and threats and a security presence overseeing that acceptable behaviours are being maintained in the Foyer and on the external podium area leading to the entry doors.

The Entry Foyer Guard will:

1. apply the National Library Regulations 2018, concerning materials that cannot be taken into the reading rooms and other areas, acceptable dress and behaviors in the Library, etc.;
2. assist members of the public with the public lockers, as required;
3. manage lost and found property;
4. monitor the operation of the Checkpoint anti-theft system in the foyer area and immediately respond, in an appropriate manner, to all alarm indications;
5. liaise with reading room staff and supervisors in relation to any security issues, access matters or unacceptable behavior that may be occurring;
6. monitor and actively assist in building evacuations occurring through the Foyer area;
7. maintain perimeter security measures for the Foyer entry point during emergencies or building evacuations;
8. unlock and secure the front entrance doors at the beginning and end of the periods for which the Library is open to the public each day;
9. inspect and secure the public areas each day at closing;
10. respond courteously, with tact and sensitivity, to general public enquiries in consultation with the Foyer Information Desk receptionist Library staff member or volunteer;
11. respond to local duress alarms in the Bookshop, Executive Suite and Main Reading Room;
12. provide first aid assistance to staff and the public; and
13. other related duties as directed by the Library, on an as required basis.

#### The Entry Foyer and Patrol Guard should be rotated between Posts during shifts for the purposes of providing varied duties, relief and refreshment breaks.

* + 1. Patrol Guard

The Patrol Guard will provide a foot patrol of the Main Building, under the direction of the Shift Supervisor. The Patrol Guard will:

1. conduct foot patrols of all areas within the Main Building;
2. check the status of other Library security posts, respond to reports of incidents and provide short term relief to other Contractor personnel or Library personnel, as necessary;
3. patrol the outside podium area (i.e. the paved area around the site at Ground floor level) and the Service Yard;
4. oversee Library events, receptions and functions during Open Hours and After Hours as requested (see 3.7);
5. escort contractors within restricted internal areas of the Main Building;
6. respond to all duress alarms;
7. protect staff, visitors and the Library Collection during an incident or emergency situation within the Main Building;
8. where a security related system fails, provide a static guarding presence for selected internal areas;
9. monitor internal areas, as identified by the Library, as being at risk of leaking during and immediately after periods of severe wet weather or storms;
10. inspect and secure security containers, vaults and restricted areas;
11. provide first aid assistance to staff and the public; and
12. perform other related duties as directed by the Library, on an as required basis.

#### The Entry Foyer and Patrol Guard should be rotated between Posts during shifts for the purposes of providing varied duties, relief and refreshment breaks.

* + 1. Exhibition Guard

Where required by the Library, one or more Exhibition Guards may be required to oversee the protection of Collection material and loaned items within the Treasures and Exhibition Galleries.

Where one or more additional Exhibition Guards are required, the Library will contact the Contractor with advance notice of a minimum of 10 working days.

Prior to assuming responsibility for an exhibition, the assigned Guards must be provided with a specific briefing on their duties relating to the galleries.

The Exhibition Guards will:

1. monitor and patrol the galleries to ensure that Collection materials, objects and artworks on display are not interfered with, display cases are secure and report any incidents, security breaches or issues to the SCC Guard;
2. assist with responding to any duress or emergency alarms;
3. protect staff, visitors and the Collection during an incident or emergency situation within the Library; and
4. providing first aid assistance to staff and members of the public.
	* 1. Additional Guard Requirements

During the Contract, the Library may require Additional (ad-hoc) Guarding Services. Additional Guarding Services may be required as either static Guards or as patrolling Guards at any of the Sites and will be requested as either:

1. a Contract variation (for one or more additional Guard(s) on an ongoing basis); or
2. on an ‘ad-hoc’ basis for:
3. specific public events;
4. to monitor contractors working within restricted internal areas; or
5. during a period of increased threat or activity.
	1. Service descriptions

### General Security and Guarding Requirements

* + 1. The Contractor will provide Guard and patrolling Services, including:
1. providing supervision of all entry and exit points to the Main Building and maintain all related records;
2. at the Main Building, escorting contractors and assisting visitors, as required;
3. at all Sites responding to alarm indications for security, emergency and building related matters, as well as ensuring the containment of an effected area until relieved;
4. at the Main Building, locking/unlocking doors, opening and closing rooms and areas, turning off lights and the shutting down of specified equipment throughout the Library;
5. operating ICT equipment, including the issue of approved electronic cards for access and identification purposes and identification cards for Authorised Officers under the National Library Regulations 2018;
6. controlling the issue of all keys and maintaining related key control records;
7. conducting audits and daily reconciliations of the keys and access passes;
8. ensuring all assigned Contractor personnel have been vetted for suitability and are licensed, currently qualified, trained and have received a site briefing by the Project Officer, on all aspects of their functions prior to commencing duty;
9. ensuring assigned personnel are neatly attired in an agreed corporate uniform with clear identification unless otherwise directed;
10. operating and monitoring security, CCTV video, access control, building management, fire, and related systems;
11. monitoring, and arranging for the call-out response, for alarm indications at the Library's Hume Sites;
12. resolving, recording and reporting to the Library on detected security deficiencies, breaches and incidents;
13. assisting with the investigation of security related incidents as required;
14. maintaining all relevant registers and logs;
15. continuously monitoring the Library's two-way radio network;
16. overseeing the removal and return of portable items on loan to staff or removed for repair;
17. providing assistance and support as required to the staff in the Reading Rooms during hours which the Reading Rooms are open to the public;
18. maintaining contact with persons identified as being Duty Officers for the Library concerning building, emergency response and security management issues outside normal office hours;
19. assisting with the implementation of Building Emergency Procedures (including internal and external patrols, fire and emergency evacuations, the monitoring of perimeter security and crowd control in emergencies);
20. assisting Library staff with the implementation of the Collections Emergency Plan (a set of procedures to prepare, prevent and respond to an emergency or disaster incident affecting the Library's Collections); and
21. exercising delegated responsibilities as an Authorised Officer for the purposes of those regulations of the National Library Regulations 2018 for which the Director-General has given an authorisation.

### Security & Emergency Response

* + 1. The prime focus of the Services is protective security. The Contractor will manage the Sites, monitor the alarm systems, provide surveillance of the activities taking place at the Site and provide a visible presence (through patrolling and otherwise). The presence of the Contractor is intended to deter, detect, delay and respond to inappropriate behaviour.
		2. The priorities of Guards in responding to incidents and otherwise are, in order of importance:
1. the protection and safety of staff and the general public;
2. the protection of the Collection;
3. the protection of information; and
4. the protection of other assets and the building.
	* 1. When a Guard encounters a security incident (which may include, but is not limited to), for example, a disturbance, an individual damaging property, an intruder after hours, a fire alarm or emergency, or an insecure restricted access area) their role is to respond in an appropriate manner. While every situation is different, detailed responses and response actions are contained within the Operating Procedures, Collection Emergency Plan and other policies which will be made available to the successful Contractor after the contract is awarded.

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* + 1. Wherever possible, the Guard is to:
1. establish and/or maintain contact with the SCC and report the facts of the matter to the Shift Supervisor in a timely manner, requesting assistance as necessary;
2. act to ensure the safety of themselves, staff, visitors and property;
3. separate, isolate and attempt to calm and ascertain the facts of the matter from each party;
4. contain and attempt to resolve the incident;
5. maintain observation in a safe manner and keep the SCC informed;
6. contact the Project Officer/ Duty Officer in line with Operating Procedures where required; and
7. contact the relevant emergency service authorities in line with standing procedures.
	* 1. Once the emergency service or law enforcement arrives, all or part of the Site will be under the control of the responding emergency services until the Site has been declared to be safe and the incident over. Both the Library and Contractor Personnel are to behave in a manner which is consistent with the directions of the emergency services officers on the Site.
		2. If the evacuation of the Site is required (due to a bomb threat, fire alarm or emergency, or similar matter) then the Library’s Building Emergency Procedures are to be followed. Under these procedures,
8. the Shift Supervisor/Senior available Guard will assume the duties of Chief Warden until:
9. the Project Officer or Library staff member Chief Warden or Deputy Warden assumes control of the situation; or
10. the Emergency Services assume control of the situation.
11. the Project Officer or Chief Warden, would assume responsibility for the Site when available;
12. the Project Officer would also determine how the incident is to be dealt with, and evacuate the Site if necessary;
13. notify the Project Officer and Library Duty Officers as required; and
14. the Chief Warden will behave in a manner which is consistent with the directions of the emergency services officer on the Site until the incident is resolved and the Site is handed back.
	* 1. Unless otherwise directed by the attending emergency services or law enforcement body, and to the extent reasonably feasible, during emergencies (whether natural disasters, criminal circumstances or otherwise), the Contractor is expected to:
15. remain on Site and provide assistance and support, as required;
16. continue to maintain control of the Site's perimeter (including through patrol Services);
17. ensure the SCC is staffed continuously, unless unsafe to do so;
18. monitor Site security systems, the fire system, the building management system and the alarm system; and
19. manage access into the internal restricted areas of the Site.
	* 1. The Library wishes to maintain a safe working environment, not only for Library employees and the general public, but also for Contractor personnel. However, the nature of the security management task means that Guards may, from time to time, encounter situations where they must make a decision as to what is the appropriate response, pending the arrival of either law enforcement or emergency services.
		2. If Contractor personnel are physically challenged, they have a discretion to respond in a manner which protects their own safety, taking into account the law, their training and license requirements in the ACT and the Library's requirements under the Contract. However, it is not the Library’s or Contractor’s intention that:
20. the Contractor place any of its staff at risk in the performance of the Services;
21. Contractor Personnel act in a manner which is aggressive;
22. Contractor Personnel carry any form of weapon;
23. Contractor Personnel engage in any physical confrontation; or
24. Contractor Personnel perform any kind of law enforcement role on Site other than as an Authorised Officer under the National Library Regulations 2018.

The Library’s security team actively monitors the Library’s threat environment in consultation with appropriate government agencies. Should the nature of the threat change or the level of risk increase, the Library expects to take appropriate action in consultation with law enforcement and other relevant agencies but also to brief the Contractor so that an appropriate risk management strategy can be developed, agreed and implemented.

* + 1. If there is a change in a Contractor’s circumstance or that of the Contract, security risks must be reviewed by means of a revised Risk Management Plan updated by the Contractor

### Site Management of Main Building

* + 1. The Contractor will provide Site Management Services at the Main Building, including
1. maintaining all required registers, manuals, operating instructions and other records in good order and currency;
2. reviewing all Security Post logs and incident reports and reporting promptly as appropriate and as required to the Project Officer and other Library personnel;
3. maintaining key systems and key registers, access card registers and authorisations;
4. reviewing security and emergency response procedures and operating instructions and making recommendations as appropriate for their improvement;
5. assisting the Project Officer with the investigation of security incidents;
6. assisting Library personnel with the operation of critical building systems; and
7. ensuring the effective conduct of security Services at the Entry Foyer and by the Patrol Guard.
	* 1. The Shift Supervisor on duty during a shift will be responsible for overall site management including the maintaining of related records and systems specified in the Contract.
		2. The Contractor is responsible for:
8. ensuring all posts are properly staffed;
9. ensuring all Services provider Personnel are appropriately trained arid capable of carrying out their assigned duties under the Contract;
10. recruiting, engaging and screening new Guards and providing basic industry training for guarding duties; and
11. negotiating rosters, attendance and pays or any employer/employee matters.

### Offsite Monitoring and Response

* + 1. The Contractor will:
1. provide continuous off-site monitoring of the critical alarm system at the Library’s Sites. This system includes:
	1. intrusion, duress and fault alarms at the critical level when alarms at the Main Building or Hume Annexe and Hume Repository when they are not acknowledged by the Shift Supervisor;
	2. duress alarms;
	3. fire alarms for the Main Building;
	4. provision of a back-up mobile response on a 24-hour basis;
2. provide continuous monitoring of security and fire alarms at the Hume Repository and the Hume Annexe from the Main Library building.

### Call-out and Back-up Response

* + 1. If a security or fire alarm at any of the Library's off-site premises is activated, the Contractor must send a Mobile Response Unit vehicle and Guard to investigate and report on the incident within the time periods specified in Australian Standards AS/NZS 4421 - 2011.
		2. The Parties acknowledge that:
1. this aspect of the Services is a shared service such that the Contractor may be unable to give the Library priority over other customers accessing the same service at the same time;
2. when the Contractor responds to an alarm, it must notify the Shift Supervisor by phone of the expected time before it will be able to attend; and
3. on attending off-site premises, the Mobile Response Unit will promptly advise the SCC Shift Supervisor and will:
4. provide a verbal acknowledgement that they have arrived;
5. provide a status report of any issues or observations they have made; and
6. follow any simple directions as advised by the SCC, (e.g. patrol, securing doors).
	* 1. Where the Contractor Mobile Response Unit is:
7. unable to attend in accordance with the time periods specified in Australian Standards AS/NZS 4421:2011; or;
8. does not contact the SCC within 10 minutes of attending;

the Library will not be required to pay any call-out fee in respect of the call-out.

4.19 All incidents requiring the Contractor to respond with either a call-out or back-up action will be advised to the Library Project Officer in accordance with the procedures set out in the Standing Operating Procedures and Instructions to Guards.

* 1. Attendance obligations
		1. The Contractor will ensure that all personnel providing the Services strictly comply with the timing and attendance obligations specified in Table 1.
		2. The Contractor acknowledges that the hours detailed in Table 1 may be altered for operational reasons. In the event that the hours are to be altered, the Library will notify the Contractor in writing of the required changes with a minimum of 20 working days’ notice via a contract variation. In the event that no Guard is available to staff a Post at the agreed starting time, the Contractor will ensure that the Project Officer is advised of the situation no later than 30 minutes before the Post is scheduled to be staffed. A suitable replacement Guard must be provided within 30 minutes of the agreed starting time.
		3. In the event that a Guard must unavoidably leave a Post due to illness or other personal reasons, the Contractor will ensure that a replacement Guard, meeting the requirements of the Contract, is provided at the earliest possible moment and at most within 30 minutes of the Post being vacated.
		4. If it is not possible for a replacement Guard to be available before the Post is left vacant, the Contractor will ensure that the Project Officer is advised of this situation immediately via telephone.
		5. The Library operates reduced services each year from Christmas Day until the first normal business day in January. Exact dates and times of reduced hours will be communicated by the Project Officer each year as the period approaches.
	2. Training requirements

## Initial and Refresher Site Training

* + 1. All Guards working in the Library must receive the agreed induction training before they commence working at the Library. This training will be additional to that required for licensing in the ACT and will include:
1. an understanding of site layout, Standing Operating Procedures, site security and safety systems as well as the functions, corporate culture and operations of the Library;
2. an understanding of the relevant requirements for the protection of Collection material; and
3. a demonstrated knowledge of the basic skills required to perform guarding duties at the Library.
	* 1. Each Guard will be properly trained by the Shift Supervisor in the duties of a Post before he/she commences working independently at that Post. The Project Officer, in consultation with the Shift Supervisor and Contractor’s Contract Manager, will determine the suitability of Guards and the posts that they are suitable to perform.
		2. The normal training program is as follows:
4. Initial Suitability: Interview with Project Officer (normally followed by an introductory Entry Foyer and Patrol Guard shift of four (4) hours);
5. Entry Foyer Guard: two (2) x eight (8) hour shifts (or equivalent);
6. Patrol Guard: after performing satisfactorily in the Entry Foyer and Exhibition role - two (2) x eight (8) hour shifts; and
7. SCC Guard (Shift Supervisor): after performing satisfactorily in the Patrol Guard position with the approval of the Project Officer - five (5) x eight (8) hour shifts.
	* 1. Guards must be appropriately experienced in completing the Patrol and Entry Foyer duties prior to undertaking training and approval to perform the SCC position.
		2. The Project Officer may, following discussion with the Contractor, vary the amount of training required by a particular person for a particular Post. The Project Officer may require additional training, including refresher or upgrading training, for an individual Guard or all Guards from time to time.
		3. The Contractor will pay all costs of a Guard or prospective Guard participating in the required onsite training. The Library will pay the costs of Library staff or other persons presenting the training and all onsite costs of Library training accommodation and materials.
		4. On the job training will be provided by Guards in the course of their normal shifts. It is expected that the Contractor will make available Guards to attend specific corporate training courses, maintain and build the training and expertise of the Guards throughout the contract.
		5. Wherever possible, the Library will run additional training during shifts or after shift changeovers to minimise the impact on the Contractor’s staffing. Courses that Guards may need to attend include:
8. Authorised Officers under the National Library Regulations 2018 training: one (1) hour session and annual refreshers;
9. Warden training: one (1) hour session and annual refreshers;
10. Chief Warden training: 30-minute session and annual refreshers;
11. Work Health and Safety: one (1) hour session and refreshers;
12. NLA Security Awareness Training: one (1) hour session and refreshers;
13. Sexual Harassment training: one (2) hour sessions; and
14. Respectful behaviours and values, including anti-discrimination, disability, gender and cultural awareness: one (1) hour session.
	* 1. The Contractor will notify the Project Officer in writing that a Guard has been assessed as demonstrating the appropriate level of understanding and skill to enable him/ her to effectively undertake the duties of a particular Post before the Guard is rostered for that Post.
		2. The Library may at any time, without liability, notify the Contractor that a person does not have, in its reasonable opinion, the requisite level of understanding or skill to carry out the duties of a Post or to carry out Guarding duties at the Library. In such circumstances, the Contractor must ensure that the person ceases to carry out their assigned duties immediately and ensure that an appropriate replacement individual is assigned within 30 minutes.
	1. Confidentiality requirements
		1. The Contractor will ensure that all personnel involved in the performance of the Services described in this Contract, will, at all times during the term and after the expiration of the Contract, keep confidential and not divulge or allow to be divulged to any person:
15. any information relating to the security of the Library’s premises including, without limiting the generality thereof, any site plans, alarm codes, alarm sector list or security procedures; and
16. other information of a classified or sensitive nature which may be acquired by the Contractor or its personnel in connection with this contract.
	1. Performance standards
		1. Performance Measurement of the Contractor will be against the criteria in Table 2: Performance Management.
		2. In addition, the Contractor will deliver the Services in a competent, professional, efficient and effective manner which:
17. reflects an understanding of the functions and responsibilities of the Library;
18. endeavours to develop a workforce that reflects the gender and cultural diversity of the Australian population;
19. maintains a high standard of quality/courteous service in all dealings with staff, contractors, visitors and the public;
20. ensures that all Contractor personnel exhibit high standards of work performance and conduct, including behaviours being in line with the Library’s values and codes of behaviour;
21. enhances and compliments the experience of a visit to the Library;
22. sensitively applies and enforces the requirements contained in the National Library Regulations 2018 as an "Authorised Officer" for which an authorisation has been given by the Director-General;
23. ensures the Library is fully and accurately informed of all matters that might impact on the safety and security of the Library and persons in the Library;
24. manages the provision of the Services proactively, responding to changes in circumstances and level of threat as well as suggesting where the quality or any deficiency of the Services might be improved;
25. ensure that in an emergency situation all reasonable efforts are made to protect the staff, visitors, building, Collection, assets and information by managing and supporting the emergency response procedures;
26. achieves best value for money for the Library in the provision of the Services;
27. ensures all contractual obligations specified are met to the standard required by the Library;
28. deters potential for offences to be committed against the Library; and
29. minimises loss or damage of Library property.
	1. Reports, meetings, project management and record keeping
		1. The Contractor’s Contract Manager will attend Contract Management meetings on a monthly basis for the duration of the contract, along with any additional meetings necessary to ensure the efficient delivery of the Services.
		2. Written records will be maintained at each individual Post within the Library by the Guard/s on duty at that Post. The records will detail all events of significance throughout each shift and must meet the requirements of the Library's standard operating procedures and instructions for Guards.
		3. The written records will be maintained to such a standard as would be acceptable as evidence in a court or tribunal hearing detailing who, what, when, how and, where possible, why a given incident occurred. Records will be maintained as if being used for crowd control under the requirements of the Security Industry Regulation 2003.
		4. The Shift Supervisor will be responsible for ensuring that all incidents of a security, safety or other specified nature are properly recorded. Incident reports will be prepared in accordance with industry leading practice, legal requirements and the Library's policies and procedures. All incident reports must be completed and submitted to the Project Officer within 24 hours of the incident occurring. All consolidated records of incidents will similarly be maintained to the highest standard.
		5. The Contractor will lodge with the Project Officer:
30. An Exception Report regarding the previous day, submitted on a daily basis, detailing any:
31. security deficiencies;
32. violations;
33. breaches; and
34. incidents.
35. a Monthly Performance Summary and Statistical Report within 10 days of the commencement of each month in relation to the provision of the Services consisting of such details as, but not limited to:
36. any instances where the requirements of the Contract were not met by the Contractor;
37. any occurrences of an alarm (i.e. security, fire or other alarm) in relation to the Library's Sites;
38. the number and categories of Checkpoint Anti-theft system alarms and security incidents detected and dealt with;
39. any updates of the Risk Management Plans and registers;
40. any updates of the Fraud Risk Assessment; and
41. progress towards the Contractor’s workforce reflecting the gender and cultural diversity of the Australian population.
42. a written Security Incident Report in the agreed format, received by the Project Officer within 24 hours of an incident occurring, in accordance with clause 9.4.
	1. Fraud Risk Assessment
		1. The Library seeks to ensure that adequate fraud control strategies are incorporated into the procedures for the day to day management and delivery of Services.
		2. The Contractor is to provide and regularly update a Fraud Risk Assessment which meets the Library’s requirements and at least includes a preliminary assessment of:
43. the fraud risks that will be the responsibility of the Contractor;
44. the fraud risks that will remain the responsibility of the Library;
45. the strategies that will be applied to manage the fraud risks identified; and
46. any procedures that the Contractor will have in place in the event that the Contractor is unable to perform the Services.
	1. Implementation Plan
		1. The Contractor must deliver an Implementation Plan within one (1) week of Contract execution unless otherwise agreed in writing with the Project Officer. The Implementation Plan should detail how the Contractor will successfully transition into the delivery of the Services in a manner that causes no interruption to service from the previous contract and minimises security risks for the Library. The Implementation Plan should include matters such as but not limited to:
47. key milestones;
48. transition in risks and appropriate mitigations;
49. implementation team resourcing;
50. training and onboarding of Contractor personnel;
51. the extent of the Library's involvement;
52. stakeholder consultative arrangements, including communications; and
53. the establishment of IT, reporting, or other relevant systems and processes.
	1. Transition out plan
		1. The Contractor must deliver and maintain a Transition Out Plan. The Transition Out Plan must provide a planning tool which contemplates the requirement for a Transition should the Services of the Contractor no longer be retained.
		2. The Transition Out Plan will cover a period of one month and will detail the manner of achieving business continuity including the need for:
54. information exchange;
55. procedures manuals;
56. return of any electronic access passes;
57. secure destruction of any Library specific data regarding, but not limited to security procedures, alarm and CCTV systems, Standard Operating Procedures or floorplans held by the Contractor;
58. asset management and intellectual property records; and
59. provide sufficient time for security clearances to be granted.

**Table 1: Attendance Hours**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Position** | **Monday – Thursday** | **Friday** | **Saturday** | **Sunday** | **Public Holidays** | **Good Friday, Christmas Day** |
| **Security Control Centre** | 1 Guard 24/7 | 1 Guard 24/7 | 1 Guard 24/7 | 1 Guard 24/7 | 1 Guard 24/7 | 1 Guard 24/7 |
| **Entry Foyer Guard**  | 1 Guard0715 - 2015 | 1 Guard0715 - 1715 | 1 Guard0845 -1715 | 1 Guard0845 - 1715 | 1 Guard0845 - 1715 | Not Required |
| **Patrol Guard** | 1 Guard0800 - 2115 | 1 Guard0800 - 1900 | 1 Guard1000 - 1800 | 1 Guard1230 - 1800 | 1 Guard1230 - 1800 | Not Required |
| **Entry Foyer/ Patrol Guard \*1****26 Dec – 1 Jan** | 1 Guard0845 - 1800 | 1 Guard0845 - 1800 | 1 Guard0845 - 1800 | 1 Guard0845 - 1800 | 1 Guard0845 - 1800 | Not Required |
| **Exhibition Guards** | As required | As required | As required | As required | As required | As required |
| **Additional Guards** | As requiredAd hoc | As requiredAd hoc | As requiredAd hoc | As requiredAd hoc | As requiredAd hoc | As requiredAd hoc |

Note: These attendance hours may be altered to meet operational needs.

\*1 During the period 26 December – 1 January each year only one Guard is required to manage both the Entry Foyer and Patrol roles, noting that the Library’s Reading Rooms do not open to the public during this period.

Casual static or patrolling Guards may also be required on a per event schedule. Guards may be extended on their other roles or hired in per event.

**Table 2: Performance Management**

| **Business Requirement/ Service Output** | **Delivery methodology** | **Minimum Performance Level** | **Compliance Assessment Methodology** |
| --- | --- | --- | --- |
| Adherence to service level requirements in Statement of Requirement | Guards hold current security licenses. Guards to meet all post and shift requirements as well as timeframes as per Table 1 and other ad hoc arrangements.Provision of appropriately skilled staff who:* have completed the specified Library training;
* at all times wear smart and consistent uniforms;
* are experienced and knowledgeable regarding their responsibilities;
* are approachable and informed about the Library’s general facilities; and
* conduct themselves in line with Library values and codes of behaviour.
 | Target: 100% | Audit of rosters and Post Logs.Attendance records and any deviations from approved Guard rosters or shift times noted.Client and stakeholder feedback.Ability to respond promptly and efficiently to the requirements of the Project Officer. Full compliance with applicable laws including Library and Security Industry Regulations.  |
| Mobile Patrol Response | Patrols to respond to external sites within the response times outlined in Australian Standard AS/NZS 4421 - 2011. Conduct site inspection and submit an immediate oral report to the SCC and follow up with a written report within 24 hours.  | Target: 100% | Review of site access records.SCC receives appropriate communications regarding site inspections. Written reports received by NLA Facilities and Security section. |
| Customer Service and Satisfaction | Provide quality customer service to clients and stakeholders while delivering security service | Target: 98% | Security is maintained and policies and procedures are adhered to.Stakeholders satisfied with customer service, presentation, responsiveness, flexibility of Guarding.Third party reporting through Library service reports, User Feedback forms, Compliments and Complaints. |
| Monthly contract review meeting | Contractors’ management representative attends monthly Contract Management review meeting. Meeting agenda to include performance against the Performance Level KPI’s in this table, future planning and resolution of any issues. | Target: 100% | Attendance and participation.Satisfactory resolution of any issues. |
| Invoicing | Accurate and timely invoicing | Target: 100% | Monthly invoices correct and received by 13th day of following month.Invoices for additional services received within 14 days of service. |
| Safety | All Contractor personnel attending are familiar with, are following and have signed the Library’s Contractor Protocols prior to commencing work.Prompt and diligent hazard identification and control. Immediate verbal reporting to the Project Officer of all accidents/incidents or near misses followed by a written report within 24 hours | 100%100%100% | Contractor Protocols completed.Reviewed in monthly meetingsReviewed in monthly meetings |

**APPENDIX A TO SCHEDULE 1**

**Guard requirements**

1. **Personal attributes**
	1. Personnel employed or engaged by the Contractor to provide the Services will have the appropriate personal attributes to carry out the duties to a high standard including:
2. a demonstrable level of physical fitness, stamina and mental aptitude to undertake the duties;
3. a demonstrated ability to maintain a high standard of appearance and sobriety (both illegal drugs and alcohol) while on duty;
4. oral and written communication skills suitable for communicating sensitively and appropriately with the public, volunteers, contractors and Library staff, communicating effectively on the radio network in an emergency, maintaining post logs and preparing basic incident reports;
5. an understanding of computer-based systems and ability to use programs such programs as Microsoft Windows, Excel, Word and Outlook;
6. an appreciation and understanding of gender diversity, multicultural awareness and social tolerance principles as they relate to the Services and a demonstrated capacity to apply them;
7. willingness and ability to undertake continuous shift work, specified recreation leave and the ability to accept these conditions;
8. the ability to work as a member of a team and interact appropriately with a wide variety of people;
9. an ability to conduct themselves with discretion and in a courteous manner at all times when dealing with Library staff, visitors, volunteers, and contractors; and
10. conducting themselves in accordance with the Library’s values, codes of behavior and policies including the Internet Acceptable Use Policy .for staff.
11. **Selection of Guards**

## Screening of Personnel

* 1. At least 10 working days before the commencement of the Contract and thereafter at least 10 working days before any person will be employed or engaged to provide the Services, the Contractor will, in respect of that person, provide the following information to the Project Officer:
1. full name (including any previous names and/or maiden name if applicable), date of birth, nationality and current residential address;
2. proof of identity;
3. details of all security licenses and qualifications held in relation to security Guarding;
4. details of the person's employment with or for third parties including the provision of security work for the Contractor's other clients; and
5. sufficient information for the Library to be able to confirm all details in this clause.
	1. The Contractor will also:
6. establish the identity, current licensing status or suitability to obtain, and related qualifications of the individual:
7. advise if the Guard currently or has previously held an Australian Government security clearance and sponsored by which agency(s);
8. investigate the employment history and ensure that at least two (2) character references are obtained from appropriate persons;
9. ensure that a current police records check has been completed for each individual through the Australian Federal Police;
10. ensure that each Guard on site has a current Working with Vulnerable People background check; and
11. are eligible to hold an Australian Government security clearance.
	1. The Contractor will notify the Library of the results of the above screening of a person as soon as possible within the 10 working days after it has been undertaken and will provide such documentary evidence as the Library may require to satisfy the latter as to the sufficiency and accuracy of that screening. If required, by written notice from the Library, the Contractor will provide such further evidence or perform further checks as may be specified in the notice.
	2. After completion of all screening and any subsequent further checks to the satisfaction of the Library, written notice will be given to the Contractor of the names of persons who may provide the Services for the Library.
	3. The Contractor will pay the full costs of screening a person for employment to provide any of the Services and any additional checks the Library may require.
	4. The Contractor will inform the Library of any changes to the information provided in accordance with Clause 2.1 and 2.2 above as soon as the Services provider becomes aware of that change.

## Interviewing of prospective Guards

* 1. The Contractor will arrange for each person proposed to provide the Services on Library premises to be interviewed by the Project Officer prior to commencing duty. The timing of the interview will be scheduled no later than 72 hours prior to the anticipated commencement for duty. The interview will assess the suitability of the person for the duties.
	2. The Library may apply a probation period to the conditions of engagement of a person.
	3. The Contractor will pay the costs of persons attending for the interview.

## Minimum Training Requirements

* 1. All Guards must be trained and licensed under the requirements for the Security Industry Act (2003). Guards must maintain any training requirements under the Act.
	2. Guards working in the SCC should hold the qualification of a Cert III in Security Operations (or equivalent). The Project Officer will negotiate a time frame with the Contractor for Guards found suitable to work in the SCC that do not have this qualification. Guards working in the SCC role must have completed the required training as outlined in clause 6.3 of Schedule 1.
	3. All Guards must maintain a current first aid certificate.

# Security Clearances

* 1. All Contractor personnel working on Library premises are required to submit to an appropriate security clearance as determined necessary by the Library.
	2. In this part, unless the contrary intention appears, "Restricted Access Area" means an area of the Library premises where official or security classified information, Collection material or other assets are held and where access is not permitted except by Guards with an appropriate security clearance.
	3. A person will not be employed to provide the Services at any Post unless he/ she has a current security clearance approved by the Library to a level that authorises him/her to have access to any Restricted Access Area that a Guard from that Post might be required to enter.
	4. At least ten working days before the commencement of the Contract the Contractor will provide the Project Officer with a list of persons who hold current Australian Government security clearances suitable for enabling the personnel to provide the Services to the Library.
	5. The list will include the following information:
1. Full name;
2. Date and place of birth; and
3. Level of clearance and date of clearance grant.
	1. The Library will advise the Contractor in writing of the names of the persons who may be employed to provide the Services.
	2. Thereafter, at least ten working days before any person may be employed or engaged to provide Services, the Contractor will in respect of that person provide, the information required by the Library, and in the manner stipulated by the Library for the purposes of arranging a security clearance at the appropriate level.
	3. The Library will give written notice to the Contractor, as soon as practicable, of the names of persons whose security clearances have been confirmed or who have been granted clearances.
	4. The Contractor must pay all security clearance costs.
	5. If at any time the Contractor becomes aware of any circumstances which might require the review of the security clearance granted to a person employed by the Contractor to provide the Services, the Contractor will advise the Project Officer of this matter as soon as the Contractor becomes aware of the circumstances.
	6. Any person who does not possess, cannot obtain and/or retain the appropriate level of security clearance cannot be employed or engaged for the purposes of the Services.
	7. The Contractor agrees that the Library has a unilateral right, in its absolute discretion, to:
4. arrange for the withdrawal of a security clearance granted to any person employed for the purposes of the Contract; or
5. vary in any way the security clearance requirements as specified in this clause and the Contractor must comply with any such variation.
	1. The security clearance requirements for positions are:
6. SCC Guards - Negative Vetting Level 1;
7. Patrol Guards - Negative Vetting Level 1;
8. Entry Foyer Guards - none, though should be cleared to Negative Vetting Level 1 if undertaking relief or patrol shifts;
9. Exhibition Guards - to be determined on an as required basis for specific exhibitions - may vary from no clearance to Negative Vetting 1;
10. Additional static or patrol Guards - to be determined on an as required basis - may vary from no clearance to Negative Vetting 1; and
11. Ad hoc Guards for casual guarding – no clearance required.
12. **Removal of Guarding personnel**
	1. If in the opinion of the Library, any Contractor personnel is not performing their assigned work satisfactorily or the conduct of a Contractor's personnel is not satisfactory, the Project Officer may immediately bring the matter to the notice of the Contractor in order to enable mutually acceptable and appropriate action to be taken.
	2. The Library may, at its absolute discretion, give notice requiring the Contractor to remove personnel (including specified personnel) from work in respect of the Services provided that the Library may not require removal if such a removal would give rise to a breach of legislation prohibiting discrimination in employment. The Contractor must promptly arrange for the removal of such personnel from work in respect of the Services and their replacement with personnel acceptable to the Library and at no additional cost to the Library.
	3. The particulars contained in the relevant notice will be final and conclusive evidence of the matter.
13. **Presentation**
	1. The Contractor will ensure that all Guards maintain a high level of dress, bearing and manner at all times they are on duty.
	2. The uniform worn by Guards will be of a standard and style that suits the performance of the Services within the Library and meets the provisions of the Australian Standard AS/NZS 4421:2011 “Guard and patrol security services”. The uniform will be approved by the Project Officer at the commencement of the Contract and any subsequent changes must be approved in writing prior to being introduced. The Entry Foyer Guard is required to wear a suit jacket (except on occasions as negotiated with the Project Officer due to extreme climatic conditions).
	3. The Contractor will provide Guards with necessary protective equipment for environmental conditions, (e.g. sun hats, jumpers and jackets).
14. **Work health and safety**
	1. The Contractor must provide a Work Health and Safety (WHS) Management Plan as part of the Implementation Plan in Schedule 3.3 which meets the requirements of the Library and at least:
15. identifies all hazards arising from the provision of the Services which present a risk to health and safety of Library employees, Contractor personnel and any third parties on Library premises;
16. assesses the risks associated with the identified hazards;
17. identifies the strategies that will be applied to eliminate the risks or, if it is not reasonably practicable to eliminate the risks, controlling the risks in accordance with a hierarchy of controls;
18. provides for the process to be monitored and reviewed to ensure that the desired outcome has been achieved;
19. identifies how the Tenderer proposes to consult, co-ordinate and co-operate with the Library and all other relevant safety duty holders (including, but not limited to, subcontractors) during the provision of the Services; and
20. includes all of the content required of a WHS management plan in accordance with the Work Health and Safety Regulations 2011 (Cth).
	1. The Contractor’s WHS Management Plan, and the conduct of the Contractor’s personnel must be in accordance with the Library’s specific WHS protocols.

 **SCHEDULE 2 – FORM OF OFFER**

This Deed of Undertaking is made the ***[Insert day and month]* 2021**

by ***[Insert name and ACN/ABN of Tenderer]***

|  |
| --- |
| (**Tenderer**) |
| in favour of  |
|   |
| The NATIONAL LIBRARY OF AUSTRALIA ABN 28 346 858 075 (**The Library**)  |

**RECITALS**

1. The Library has issued a Request for Tender (**RFT**) in relation to the provision of Services.
2. The Library requires this Deed of Undertaking to be provided by the Tenderer with the Tender.

**INTERPRETATION**

In this Deed, terms not otherwise defined have the meanings given in the RFT.

**OPERATIVE PROVISIONS**

THE TENDERER UNDERTAKES AS FOLLOWS:

1. The Tenderer offers to provide the Services in accordance with the RFT and on the basis of:

(a) this completed **Schedule 2**; and

(b) the Tender to which this Deed of Undertaking relates.

2. Where the organisation that a Tender proposes the Library enter into a Contract with is a partnership, each person or organisation forming that partnership is jointly and severally liable to the Library for any offer made in the Tender.

**Tender validity period**

3. The Tenderer:

(a) warrants that the information provided by the Tenderer in the Tenderer Schedules is true; and

(b) confirms that its Tender remains valid for acceptance for a period of 6 months after the Tender Closing Time.

***[Tenderers may replace 6 months with a longer period.]***

**Improper assistance and false or misleading information**

4. The Tenderer warrants that the Tender to which this Deed of Undertaking relates has not been prepared with the benefit of:

(a) information obtained from a current or former officer or employee of the Commonwealth of Australia (**Commonwealth**) or the Library in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of sections 70 or 79 of the *Crimes Act 1914* (Cth) or the Public Service Regulations; or

(b) information otherwise improperly obtained from the Library or any Government Agency.

5. The Tenderer acknowledges that:

(a) the Library will be relying on all of the information contained in and all of the representations made in its Tender and any subsequent written and/or verbal clarifications of the Tender for the purposes of evaluating the Tender against Tenders received from other persons; and

(b) it is a serious offence under Division 137 of the *Criminal Code Act 1995* (Cth) to give false and misleading information to the Commonwealth and its officers .

6. The Tenderer warrants that the Tenderer, and to the best of the Tenderer's knowledge after all reasonable enquiries, any Subcontractors ***[and [name any consortium members]]***, through its or their officers, employees or agents, ***[has/have]*** not attempted and will not attempt to influence improperly or obtain any special advantage from any officer, employee or contractor, or ex-officer, ex-employee or ex-contractor of the Commonwealth or Library in connection with the preparation of or assessment of any Tender.

**Compliance with the RFT**

7. Subject to the Tenderer's response to **Schedule 3.7** of the RFT (Tenderer's Compliance with Draft Contract), the Tenderer warrants that it has read, understands and agrees to all conditions, including without limitation obligations and acknowledgments included in the RFT, under which this Deed of Undertaking is provided.

**Solvency**

8. The Tenderer warrants that:

(a) it and each of its related bodies corporate (as defined in the Corporations Act), principal share and equity holders and any partners are solvent; and

(b) it is not aware of any process to place the Tenderer or any of its related bodies corporate, principal share and equity holders or partners in liquidation, administration or the equivalent.

**Further information in relation to financial and corporate capability**

9. The Tenderer hereby:

(a) consents to and authorises the Library, its officers, employees, agents or advisers to:

(i) undertake any confidential references, probity, credit, security and financial checks as the Library in its sole and absolute discretion requires; and

(ii) seek any financial information required for the purpose of establishing the financial viability of the Tenderer;

(b) undertakes to provide at the Tenderer's expense reasonable assistance to the Library, its officers, employees, agents or advisers to assist it in any checking it wishes to have undertaken under or in respect of its Tender; and

(c) undertakes to obtain the consents and authorisations of any Subcontractor nominated by the Tenderer in the RFT necessary to facilitate the Library, its officers, employees, agents or advisers to:

(i) undertake any confidential references, probity, credit, security and financial checks as the Library in its sole and absolute discretion requires; and

(ii) seek any financial information required for the purpose of establishing the financial viability of the Tenderer; and

(d) undertakes to provide access to and authorisation for the Library to inspect relevant financial records of the Tenderer, as considered necessary by the Library for the assessment of corporate capability.

10. The Tenderer hereby consents to and authorises the Auditor-General or its nominee to access its premises and inspect any documents, records or other information, however stored, in connection with the RFT. The Tenderer will cooperate as reasonably required with any request for access.

11. The Tenderer undertakes to obtain the consents, authorisations and cooperation of any Subcontractor nominated by the Tenderer in its Tender necessary to permit the Auditor-General or its nominee to access the Subcontractor's premises and inspect any documents, records or other information, however stored, in connection with the RFT.

**Conflict of interest**

12. The Tenderer declares the following conflict of interest or potential conflict of interest that may apply to its responding to the RFT or providing the Services involving itself, any member of its consortium or a proposed Subcontractor:

***[Insert details or write "Nil".]***

13. The Tenderer also declares the following circumstances that may give rise to either an actual conflict or a perception of conflict of interest involving itself, any member of its consortium or a proposed Subcontractor:

***[Insert details or write "Nil".]***

14. The Tenderer's proposed method of managing the issues referred to in **paragraphs 12 and 13** and any known or potential conflicts of interest that may arise in the course of providing the Services described in this RFT is:

***[Insert details or write "Not applicable".]***

15. The Tenderer warrants and undertakes that:

(a) at the date of submitting the Tender, no conflict of interest, other than a conflict of interest identified above, exists or is likely to arise concerning itself or a related entity affecting the provision of Services should it be successful with its Tender;

(b) if, before finalisation of the RFT process, a conflict of interest arises concerning itself or a related entity, the Tenderer will notify the Library immediately in writing of that conflict or risk of conflict;

(c) it has the resources, or will be able to obtain the resources, likely to be required to properly provide the Services;

(d) all necessary authorities and approvals have been obtained in order for it to lodge its Tender; and

(e) it will comply with all relevant State/Territory laws and, where applicable or desirable, the *Work Health and Safety Act 2011* (Cth) or regulations.

**Collusive tendering**

16. The Tenderer has not engaged in any collusive bidding, anti-competitive or any other similar unlawful conduct with any other Tenderer or any other person in relation to the preparation or lodgement of its Tender.

17. Without limiting **paragraph 16**, to the best of its knowledge, the Tenderer has not proposed any Subcontractor for a significant part of the delivery of the Services that is involved in a Tender being lodged in relation to this RFT by any other organisation.

**Acknowledgements**

18. The Tenderer acknowledges that:

(a) the requirements and obligations detailed in Schedule 1 (Statement of Requirement) are based on projected future requirements that may vary significantly from current and historical requirements;

(b) it has conducted its own inquiries, investigations and appraisal of the RFT, including the Services to be provided and any assumptions, uncertainties and contingencies which may have an effect on its Tender;

(c) it has obtained its own advice on the impact of all relevant legislation on its participation in this RFT process;

(d) in lodging its Tender it has not relied on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the Library, its officers, employees, agents or advisers, other than any statement, warranty or representation contained in this RFT;

(e) the Library makes no representation that any other Government Agency will necessarily take up any offer made by the successful Tenderer to provide Services to those Government Agencies on the same terms as the Services provided to the Library;

(f) the Library may, in its sole and absolute discretion, at any time exercise any rights it has under the RFT or otherwise; and

(g) the Tenderer is responsible for all costs and expenses related to:

(i) the preparation and lodgement of its Tender;

(ii) any subsequent negotiation; and

(iii) any other action or response in relation to this RFT.

**Judicial decisions in relation to employee entitlements**

19. The Tenderer warrants that neither it nor its proposed Subcontractors have any unpaid claims against them in respect of judicial decisions relating to employee entitlements, other than those for which the Tenderer or Subcontractor has lodged a formal appeal that has not yet been determined.

**Declaration in relation to employment practices**

20. The Tenderer declares the following:

***[Choose one paragraph (a) and delete the other two.]***

(a) The Tenderer has had no adverse court or tribunal decision for a breach of workplace relations law, work health and safety law, or workers’ compensation law in the two years preceding the date this RFT is released.

(a) The Tenderer has had ***[insert number]*** adverse court or tribunal decision for a breach of workplace relations law, work health and safety law, or workers’ compensation law in the two years preceding the date this RFT is released. However, the Tenderer has fully complied or is fully complying with all penalties or orders arising from the court or tribunal decisions.

(a) The Tenderer has had ***[insert number]*** adverse court or tribunal decision for a breach of workplace relations law, work health and safety law, or workers’ compensation law in the two years preceding the date this RFT is released. The Tenderer has not fully complied with, or is currently not fully complying with ***[insert number]*** of the penalties or orders arising from the court or tribunal decisions declared above, because in each case:

(i) the decision is currently under appeal or the period allowed for commencing an appeal has yet to expire; or

(ii) the period allowed for paying the penalty and complying with the order has yet to expire.

(b) The Tenderer understands its obligations under all applicable workplace relations laws, work health and safety laws, and workers’ compensation laws. The Tenderer undertakes that it complies with all of these obligations.

(c) The Tenderer agrees that the Library may provide any information collected, or provided to it by the Tenderer during the course of this Tender process to other Commonwealth agencies or regulatory bodies including the Department of Jobs and Small Business, Australian National Audit Office, Fair Work Ombudsman and Fair Work Commission.

(d) If at any time prior to entry into contact with the preferred Tenderer, any information provided in this declaration changes, the Tenderer agrees to advise the Library of that change within seven (7) days.

**Tenderer's contact details**

Name of Tenderer ***[Tenderer name to be inserted]***

Tenderer's ABN/ACN ***[Tenderer ABN/ACN to be inserted]***

Tenderer's Address ***[Tenderer name to be inserted]***

**Tenderer's Representative:**

Name ***[Representative name to be inserted]***

Telephone ***[Representative's telephone to be inserted]***

Email ***[Representative's email to be inserted]***

**EXECUTED** as a deed poll.

**SIGNED, SEALED** and **DELIVERED** by the

***[Tenderer]*** ABN ***[insert]***

Signature of director Signature of director/secretary

Name Name

**SCHEDULE 3 – TENDER SCHEDULES**

Tenderers are to ensure that they provide sufficient information to evaluate their Tenders against all the evaluation criteria in this RFT. The following Tender Schedules, which Tenderers should complete as part of their Tender, are intended to mirror the Evaluation Criteria set out in this RFT.

Tenderers' compliance with the Conditions for Participation set out in **clause 6.1** of this RFT will be evaluated by reference to their Tenders and in particular:

* Form of Offer (**Schedule 2**); and
* Tender Schedules (**Schedule 3.2**).

**SCHEDULE 3.1– ADDITIONAL CONDITIONS FOR PARTICIPATION**

Tenderers must demonstrate their ability to meet the following additional Condition for Participation:

* possession of a current security “master licence” as defined in the Security Industry Act 2003.

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| **Tenderer's Response** |
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| --- | --- |
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**SCHEDULE 3.2 – NOT USED**

**SCHEDULE 3.3 – UNDERSTANDING OF AND APPROACH TO THE SERVICES REQUIRED**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Service Solution**

1.1 Tenderers are to provide detailed information on their proposed solution to the Library's **Schedule 1** (Statement of Requirement), including but not limited to an indication of how the Tenderer will:

1. meet the prescribed performance standards and service levels;
2. attract, engage, train and retain personnel including the Tenderer’s approach to achieving gender and cultural diversity in the workforce;
3. ensure that respectful behaviours and values are maintained including disability anti-discrimination, gender and cultural awareness and social tolerance as they relate to the Services;
4. ensure Library policy and procedure will be adhered to;
5. manage underperforming personnel; and
6. identify and manage operational risks associated with delivering the Services.

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| --- |
| **Tenderer's Response** |
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1.2 The Library is also interested in Tenderers' flexibility to adapt to possible changes over the Term of the proposed Contract. Tenderers should highlight where they consider that they can provide innovation and continuous improvement as part of their solution.

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| **Tenderer's Response** |
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**2. Risk Management**

2.1 The Library is seeking to ensure that adequate and appropriate risk management strategies are incorporated into procedures for the day-to-day management and delivery of the Services.

2.2 Tenderers are to provide a risk management plan which at least includes:

(a) a preliminary risk assessment which identifies the nature and severity of:

1. the risks that will be the responsibility of the Contractor;
2. the risks that will remain the responsibility of the Library;
3. the strategies that will be applied to manage the risks identified;
4. any procedures that the Tenderer will have in place in the event that the Tenderer is unable to perform the Services; and
5. any other risks considered by Tenderers to be relevant to the management and delivery of the Services; and

(b) a risk management plan which complies with AS/NZS ISO 31000:2009.

2.3 The Library may require the preferred Tenderer to provide, as a precondition to entry into a Contract, a performance guarantee from a related body corporate (as defined in the Corporations Act) in a form and substance that is acceptable to the Library.

**3 Implementation Plan**

3.1 Tenderers are to provide a draft Implementation Plan which details how the Contractor will successfully transition into the delivery of the Services in a manner that causes no interruption to service from the previous contract and minimises security risks for the Library. The Implementation Plan should include matters such as but not limited to:

1. key milestones;
2. transition in risks and appropriate mitigations;
3. implementation team resourcing;
4. training and onboarding of Contractor personnel;
5. the extent of the Library's involvement;
6. stakeholder consultative arrangements, including communications; and

|  |
| --- |
| **Tenderer's Response** |
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**4. Subcontractors**

4.1 If it is proposed that any work is to be performed under Subcontracts, the names and ABNs of the proposed Subcontractors and details of the work proposed to be undertaken by them must be set out in the Tender. Tenderers should note that the Contract requires that:

(a) Subcontractors be approved in writing by the Library before being allotted any part of the work, and the Contract gives the Library the right to not permit the use of Subcontractors; and

(b) the Tenderer ensures that:

(i) the work performed by any Subcontractor meets the requirements of the Contract in full; and

(ii) the subcontract contains certain minimum Library requirements, such as audit rights, privacy, intellectual property, workplace gender equality and security.

4.2 As part of the audit rights contained in the Contract, copies of all orders placed on Subcontractors must be supplied to the Library if requested.

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| **Tenderer's Response** |
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**5. Environmental Considerations**

5.1 The Tenderer is to confirm that it is aware of the following Australian Government environmental policies and that it will comply with them (to the extent applicable) when delivering the Services:

(a) [*Energy Efficiency in Government Operations Policy*](https://www.energy.gov.au/government-priorities/energy-productivity-and-energy-efficiency/government-buildings)– Department of the Environment and Energy.

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| **Tenderer's Response** |
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6. **Indigenous Procurement Policy**

6.1 Tenderers should note that the Indigenous Procurement Policy applies to this procurement. More information on the Indigenous Procurement Policy can be found at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp

6.2 In particular, Tenderers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

6.3 In its Tender, each Tenderer is requested to detail how it will increase its:

(a) purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and

(b) employment of Indigenous Australians,

in the delivery of any resultant Contract.

6.4 Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

6.5 In evaluating Tenders, the Library will take into consideration the Tenderer's proposed approach to:

(a) using Indigenous enterprises in its supply chain; and

(b) the employment of Indigenous Australians.

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| **Tenderer's Response** |
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**SCHEDULE 3.4 – KNOWLEDGE, EXPERTISE, CAPACITY, RESPONSIVENESS, RELIABILITY AND PAST EXPERIENCE**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Past Performance**

1.1 Each Tenderer is to provide details of at least three (3) similar projects or engagements of similar size or complexity to the stated requirement. The following information must be provided at a minimum for each project:

(a) project description;

(b) client organisation;

(c) referee contact;

(d) date of commencement and period of association; and

(g) brief description, including services provided, number of personnel involved in the delivery of the services, geographical location, skills that were required, lessons learnt and how these experiences will be applied to the Library.

1.2 All relevant experience will be considered, whether or not that experience is with the Australian Government.

1.3 Each Tenderer is to also provide evidence of consistency of performance in similar projects or engagements of similar size or complexity to the stated requirement.

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| **Tenderer's Response** |
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**2. Capacity**

**2.1** Tenderers are to detail their capacity to deliver all of the Services, including but not limited to specifically detailing their capacity for, and approach to delivering Exhibition Guards and Additional Guards as required from time to time by the Library.

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| **Tenderer's Response** |
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**3. Newly Formed Companies**

3.1 If the Tenderer does not have an established track record of service delivery (e.g. if the Tenderer has been recently created to represent a consortium), the Tenderer must provide sufficient information and assurances in the categories requested in **paragraph 1** above in order to satisfy the Library that the Tenderer has access to the necessary skills and resources to provide the Services as required by this RFT and the Contract.

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| **Tenderer's Response** |
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**SCHEDULE 3.5 – EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S KEY PERSONNEL**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**Key Personnel Experience, Qualifications and Capacity**

1.1 Tenderers should complete the below table providing details of their key personnel, including their roles and availability to the Library. (Additional rows may be added as required.

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Availability to the Library in terms of days per week, time of day and maximum hours** |
| *Eg. Jane Citizen* | *Eg. Shift Supervisor/ SCC Guard* | *Eg. Is available Monday to Friday for any shift, but not available weekends, full time (40 hours per week)* |
| *Eg. John Citizen* | *Eg. Entry Foyer Guard* | *Eg. Available 7 days per week, any shift, full time (40 hours per week)* |
| *Eg. Joan Citizen* | *Eg. Patrol Guard* | *Eg. Available weekends only, afternoon and night shifts, part time (16 hours per week)* |
|  |  |  |
|  |  |  |
| *Insert additional rows as required* |  |  |

1.2 Tenderers should complete the below table to provide a personal referee for each key personnel proposed above at 1.1.

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Personnel Name** | **Referee’s Organisation** | **Key Personnel’s Role for Referee** | **Referee’s Phone number and email address** |
|  |  |  |  |
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| *Insert additional rows if required* |  |  |  |

1.3 Qualifications, recent relevant experience of each proposed key personnel is to be included in the form of separate attached CVs.

**SCHEDULE 3.6 – STRATEGIC FIT AND CULTURAL FIT WITH THE LIBRARY INCLUDING THE ABILITY TO WORK CLOSELY AND COOPERATIVELY OVER EXTENDED PERIODS**

1. This criterion aims to assess Tenderers on the extent to which their contract performance in the past demonstrates a strategic and cultural fit with the Library which enhances its capability and commitment to perform the Services throughout the Term of the Contract. The preferred Tenderer will be required to work closely with the Library, and those other entities contracted to the Library in relation to related Services, over a period of time. Accordingly, it is important to the Library to be satisfied that the preferred Tenderer has a demonstrated track record of working closely and cooperatively over extended periods of time with other agencies, particularly agencies with similar functions to the Library.

2. Tenderers are to provide the following information:

(a) if the Tenderer has entered into one or more contracts with the Australian Government within the last three years, information about those contracts and how their performance demonstrates that it is able to meet this evaluation criterion. This information should include the name of relevant projects, the duration, the number of other parties involved (if any) and written referee reports (no more than three projects required);

(b) if the Tenderer has not entered into a contract with the Australian Government within the last three years, or wishes to provide additional examples, the information referred to in **paragraph 2(a)** above in relation to other contracts it has entered into within the last three years demonstrating how it is able to meet this evaluation criterion;

(c) details of any disputes, claims or proceedings involving the Australian Government within the last three years; and

(d) any other information the Tenderer considers relevant to its assertion that it is able to meet this evaluation criterion.

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| **Tenderer's Response** |
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**SCHEDULE 3.7 – TENDERER'S COMPLIANCE WITH THE DRAFT CONTRACT**

**1. Statement of Compliance with Draft Contract**

1.1 Tenderers are to state in their Tenders their compliance with each clause, Annexure, Schedule or Attachment to or of the draft Contract. Tenderers can simply respond by stating that they comply with every clause, Annexure, Schedule or Attachment to or of the draft Contract.

1.2 If a Tenderer does not comply with particular clauses in the draft Contract, it must identify precisely their extent of non-compliance. Tenderers must also provide reasons for such non-compliance, providing details of any alternative proposal (e.g. actual drafting of an alternative clause). Where there will be a price advantage to the Library of accepting the non-compliance or partial compliance proposed by the Tenderer, the Tenderer is to state this in their Statement of Compliance.

1.3. One shaded box and one table are provided overleaf for Tenderers to indicate either:

(a) that they comply entirely with the Contract; or

(b) if they do not comply entirely with the Contract, precise details of such non-compliance or partial compliance (including clause references), the reasons for and extent of such non-compliance, and any alternative proposals.

1.4 The expressions used have the following meaning:

(a) "complies" means:

(i) in the case of a clause which imposes a contractual condition, that the condition is agreed to;

(ii) in the case of a clause which specifies a characteristic or performance to be met by the Services provided, that the Tender must provide the requirement as specified;

(iii) in the case of a clause which is of an informative nature only, that the clause has been read and understood and is agreed; or

(iv) in the case of a clause where information has been requested, that the information has been provided in the required level of detail and in the required format;

(b) "does not comply" means that the contractual obligation, characteristic or performance requirement of the clause cannot be met by the Tenderer; and

(c) "partially complies" means that the contractual condition, characteristic or performance requirement by the clause can be substantially met by the offer, subject to certain specified qualifications.

1.5 The Library will consider the Tenderer's Statement of Compliance in its assessment of Tenders under this RFT.

1.6 After the Tender Closing Time, the Tenderer must not seek to alter a clause that it has complied with. The Library does not intend to negotiate in relation to any clause, Annexure, Schedule or Attachment to or of the draft Contract if the Tenderer's Statement of Compliance concerning the clause, Annexure, Schedule or Attachment contains a response of "complies".

**Delete as appropriate:**

|  |  |
| --- | --- |
| **We fully comply with the terms of the draft Contract** | **We do not fully comply with the terms of the draft Contract (proceed to next table)** |

 **Areas of non-compliance or partial compliance with the draft Contract:**

| Section | PartiallyComply | Do NotComply | Reason | Alternative Proposals (If Any) | Price reduction if the Library accepts the alternative proposal |
| --- | --- | --- | --- | --- | --- |
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**2. Confidential information**

2.1 The Library will agree to keep confidential any specific information provided under, or in connection with, any resultant Contract where it is appropriate to do so having regard to the matters covered by the guidance on *Confidentiality throughout the Procurement Cycle* available on the Department of Finance's website at http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html (the **Guidelines**). Tenderers should note that the Guidelines only allow confidentiality to be maintained in limited circumstances. It is also Library practice to publically report the total price of each Contract.

2.2 If Tenderers want information to be treated as confidential following the award of a Contract they need to list in below. If the Library agrees to the request, this information will be listed in the Contract as confidential.

| Description of information | Period of confidentiality | Reason for confidentiality |
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**SCHEDULE 3.8 – VALUE ADDED SERVICES**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Additional Services**

1.1 The Library is interested in any value added Services that the Tenderer is able to offer to the Library beyond the service levels and the standards of performance within the Statement of Requirement (**Value Added Service**).

1.2 Where a Value Added Service is proposed, a Tenderer must:

(a) separately identify, in detail, the proposed Value Added Service, alternative approach or solution;

(b) justify the Value Added Service with explicit reasons; and

(c) explain the financial impact (including both the impact on the Tenderer's pricing proposal and the impact on the Library's own resource costs) and any other consequences of the Value Added Service.

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| **Tenderer's Response** |
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**2. Alternative Approaches**

2.1 The Library is prepared to consider, in its sole and absolute discretion, alternative approaches to those requested in this RFT where the Tenderer demonstrates that such alternative approaches may be more beneficial to the Library than the approaches specified in this RFT. However, the Library will consider an alternative approach only if the Tenderer also provides in its Tender a response that conforms to the approach specified in, and the requirements of, this RFT.

2.2 Where an alternative approach or solution is proposed, a Tenderer must:

(a) separately identify, in detail, the proposed alternative approach or solution;

(b) justify the proposed alternative approach or solution with explicit reasons; and

(c) explain the financial impact (including both the impact on the Tenderer's pricing proposal and the impact on the Library's own resource costs) and any other consequences of the proposed alternative approach or solution relative to the conforming approach.

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| **Tenderer's Response** |
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**SCHEDULE 3.9 – DUE DILIGENCE – CORPORATE CAPABILITY**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Corporate Information**

1.1 The Library will examine the corporate capability of the Tenderer to perform the Services to enable this evaluation. Tenderers are to provide the following information:

(a) details of its corporate and ownership structure, including identification of any related bodies corporate (as defined in the Corporations Act). If the Tenderer is a subsidiary, it must provide full details of the legal and financial relationship between itself and its related bodies corporate;

(b) business profiles and corporate objectives and priorities of its company and any related bodies corporate;

(c) the names of all directors and officers of the Tenderer's company and:

(i) of any related bodies corporate; or

(ii) if the Tenderer has been formed to represent a consortium, of each of its principal share or equity holders;

(d) a full description of the Tenderer's current operations; and

(e) a copy of the Tenderer company's Certificate of Incorporation.

1.2 Tenderers are to disclose any civil or criminal prosecutions within the past five (5) years of the Tenderer and known Subcontractors, any related bodies corporate, or any director or officer of the foregoing concerning any of the following, or any allegation of the following:

(a) failure to pay any taxes, levies, fees, duties, or other similar payments to the Commonwealth of Australia, to any State or local taxing authority within Australia or to any foreign taxing authority;

(b) any breaches of any duties imposed by law in Australia or any foreign jurisdiction relating to provision of services similar to the Services; or

(c) participation in, or acquiescence to, any practices in the dealing with any government in Australia or any foreign jurisdiction that are unlawful under the law of Australia or the foreign jurisdiction concerned, or (if relating to a related body corporate or director or officer thereof) under the law of any jurisdiction that such related body corporate is subject to.

1.3 Tenderers are to disclose any pending investigation of a similar nature of any of the entities or persons indicated in **paragraph 1.1** ofthis Schedule of which such entity or person has actual notice.

1.4 Tenders are to disclose details of any significant events, including litigation, matters or circumstances which have arisen which may significantly affect the performance of the Services or which may impact on the financial standing of the Tenderer.

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| **Tenderer's Response** |
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**2. Insurance**

2.1 Tenderers are to provide details of insurance cover held and/or proposed in respect of the Services. Such details must include, but need not be limited to:

(a) types of insurance coverage currently held by the Tenderer;

 (b) the amount of cover provided for by each policy; and

(c) the expiry date of each policy.

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| **Tenderer's Response** |
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**3. Changes to Corporate Structure Ownership and Support**

3.1 Each Tenderer is to confirm that if, after submission of its Tender, there is a change to:

(a) its corporate structure;

(b) its ownership structure;

(c) the basis upon which it will have access to the necessary skills, resources or corporate or financial backing to provide the Services; or

(d) its insurance coverage;

that may alter any of the information or assurances that the Tenderer has given in its Tender, the Tenderer will promptly notify the Library as to:

(e) which parts of its Tender (i.e. relevant pages, sections, clauses, schedules, exhibits and other like references to its Tender, and any other material and information provided to the Library) are to be altered; and

(f) how they are to be altered.

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| **Tenderer's Response** |
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**4. Newly Formed Companies**

4.1 If the Tenderer does not have an established track record (e.g. if the Tenderer has been recently created to represent a consortium), the Tenderer must provide sufficient information and assurances in order to satisfy the Library that the Tenderer will have an appropriate level of corporate and financial backing to provide the Services as required by this RFT.

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| **Tenderer's Response** |
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**5. Workplace Gender Equality**

5.1 Under Australian Government procurement policy, you are obliged to indicate whether or not your organisation is covered by the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). Your organisation is covered by the WGE Act if it is a ‘relevant employer’, defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

[ ]  Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the WGE Act.

[ ]  Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract.

[ ]  No, I am not a relevant employer.

**SCHEDULE 4 – PRICE SCHEDULE**

1. Tenderers must include a proposed Price Schedule in their Tender for the Services, as set out in Pricing Response Spreadsheet. Tenderers should note that there are separate worksheets within the Pricing Response Spreadsheet to be completed. Tenderers should not change the form of the Pricing Response Spreadsheet other than completing it as directed. Inserting additional rows is allowed.

2. Tendered prices for the Services are to include:

(a) GST (Tenders must indicate separately the amount of GST included in the Charges); and

(b) all Charges necessary and incidental to the proper delivery of the Services.

3. Tenderers are to include details of any assumptions or other caveats on which Tenders are based, the price effect of the assumptions, and information or events required to remove caveats.

4. Tenderers should specify any discount arrangements offered and the requirements for obtaining discounts.

5. Tenderers should address, where appropriate, cost savings made by possible use of Library equipment.

6. When determining their proposed pricing, Tenderers should be aware of the functions of the Library and the fact that the successful Tenderer will be required to seek to minimise any disruption to the Library's performance of its functions when performing the Services.

7. Tenderers should note the Library reserves the right to reduce the scope of Services during the negotiations phase. This may be required, for example, in order to ensure a value for money outcome and/or to ensure that the Services can be delivered within the Library’s budget. Where possible, Tenderers should indicate what the impact on their costs would be if the Library removes any of the Services from scope.

8. Competitive neutrality requires that Government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership. Accordingly, Tenderers from the public sector must demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and cost of funds. Compliance with the requirements of competitive neutrality may be verified by the Library.

**SCHEDULE 5 – DRAFT CONTRACT**

***[Please see the Attached Draft Contract]***